

GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

May 20, 2019

6:30 - Caucus

7:00 - Reg. Meet.

PRESENTATIONS:

LANDS: Mr. Schottke

- Ordinance C-22-19 Approve an Amendment to the Zoning Text for Meadow Grove Estates North as approved by C-119-05. First reading.
- Ordinance C-23-19 Authorize a Development Agreement and an Infrastructure Agreement with Townsend Construction Company concerning the Redevelopment of approximately 212 acres of Real Property located in the City. First reading.
- Ordinance C-24-19 Authorize the City Administrator to enter into an Agreement for the Construction and Maintenance of a New Railroad Crossing with the Indiana & Ohio Railway Company. First reading.
- Ordinance C-25-19 Authorize the City Administrator to enter into an Agreement Granting a Temporary Easement with Mark and Colleen Haughn. First reading.
- Resolution CR-19-19 Approve a Certificate of Appropriateness for Plum Run Winery for a Patio Enclosure.
- Resolution CR-20-19 Approve the Development Plan for The Grove City Veterinary Hospital located at 4350 Grove City Road.
- Resolution CR-21-19 Approve the Development Plan for Silco Fire & Security located at 2345 Southwest Blvd.
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SAFETY: Mr. Davis

- Ordinance C-17-19 Creating a Designated Outdoor Refreshment Area for the Grove City Town Center and Enacting Regulations. Second reading and public hearing.
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SERVICE: Mr. Berry

- Resolution CR-22-19 Waive the Provisions of Section 529.07(b)(3) of the Codified Ordinances for the Annual Homecoming Celebration on July 26, 2019 on the streets of the Town Center.
- Resolution CR-23-19 Appropriate Fee Simple Title for the Columbus Street Extension and Related Improvements.
-

FINANCE: Ms. Houk

- Ordinance C-18-19 Appropriate \$140,000.00 from the General Fund for the Current Expense of a Sidewalk Program. Second reading and public hearing.
- Ordinance C-19-19 Authorize an Agreement with the Central Ohio Transit Authority and Appropriate \$180,000.00 from the General Fund for On-Demand Micro-Transit Services. Second reading and public hearing.
- Ordinance C-20-19 Authorize the City Administrator to enter into an Agreement with the American Federation of State, County and Municipal Employees Local 1116, Ohio Council 8, AFL-CIO. Second reading and public hearing.
- Ordinance C-21-19 Amend Section 139.05 of the Codified Ordinances of the City of Grove City titled Bidding Purchases and Procedures. Second reading and public hearing.
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Date: 05/14/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-22-19
1st Reading: 05/20/19
Public Notice: 5/21/19
2nd Reading: 07/01/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-22-19

AN ORDINANCE TO AMEND THE ZONING TEXT FOR 77.036 ACRES LOCATED SOUTH OF HOLTON ROAD – MEADOW GROVE ESTATES NORTH, AS ADOPTED BY ORD. C-119-05

WHEREAS, on January 17, 2006, Council approved a Rezoning request for 77.036 acres located South of Holton Road that included a Zoning Text; and

WHEREAS, on Sept. 06, 2016, Council approved Ord. C-71-16 amending the Zoning Text concerning garage doors; and

WHEREAS, on May 07, 2019, the Planning Commission recommended approval of an amendment to Section III (E) of said Zoning Text as follows:

- E. Fencing. The following fencing restrictions shall apply to all lots ~~(as stated in the deed of restrictions):~~ No fence or wall shall be constructed, placed or altered on any of said lots nearer to any street than the rear wall of the residence to be constructed on the lot. No fences or other forms of structures are allowed in no build zones. Fences on a corner lot shall not extend beyond the building setback line as shown on the recorded plat. Fences must be per exhibit showing three rail with wire mesh and privacy fences for decks and hot tubs. Decorative wrought iron (or aluminum fences with the appearance of wrought iron) fencing will be permitted around in ground pools. Stockade wood fencing around the property's perimeter shall be permitted and no chain-link fencing shall be permitted.

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

SECTION 1. The Zoning Text for 77.036 acres located South of Holton Road – Meadow Grove Estates North, as adopted by Ordinance C-119-05, is hereby amended as shown above and recommended by Planning Commission.

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

Date: 05/14/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Boso
Sponsor: Mr. Schottke
Emergency: 30 Days:
Current Expense:

No.: C-23-19
1st Reading: 06/20/19
Public Notice: 6/21/19
2nd Reading: 07/01/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-23-19

TO AUTHORIZE A DEVELOPMENT AGREEMENT AND AN INFRASTRUCTURE AGREEMENT WITH TOWNSEND CONSTRUCTION COMPANY, CONCERNING THE REDEVELOPMENT OF APPROXIMATELY 212 ACRES OF REAL PROPERTY LOCATED IN THE CITY

WHEREAS, Townsend Construction Company, an Ohio corporation desires to redevelop approximately 212 acres of real property in the City, commonly known as the Beulah Park; and

WHEREAS, the Developer intends to cause the construction of mixed-use improvements consisting of approximately 389 apartment units, 110 ranch-style condominiums, 70 townhome-style condominiums, 266 single family homes and an assisted and independent living facility on the Site; and

WHEREAS, over \$30 million of public infrastructure improvements are anticipated to be necessary to fully develop the Site and Project; and

WHEREAS, the Developer has requested certain incentives to enable the development of the Public Infrastructure, including a 30 year, 100% tax increment financing exemption with make-whole payments to the Southwestern City School District pursuant to Section 5709.40(B) of the Revised Code and the creation of a new community authority pursuant to Chapter 349 of the Revised Code; and

WHEREAS, the City and the Developer desire to enter into a Development Agreement and an Infrastructure Agreement to define the terms of the incentives and to provide for the construction of the Public Infrastructure.

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

SECTION 1. Development Agreement. The City Administrator, on behalf of the City, is hereby authorized to enter into the Development Agreement for the Project in substantially the form presently on file with the Clerk of Council, along with any changes or amendments thereto not inconsistent with this ordinance and not substantially adverse to the City and which shall be approved by the City Administrator, provided that the approval of such changes and amendments thereto by the City Administrator, and the character of those changes and amendments as not being substantially adverse to the City, shall be evidenced conclusively by the City Administrator's execution and delivery thereof.

SECTION 2. Infrastructure Agreement. The City Administrator, on behalf of the City, is hereby authorized to enter into the Infrastructure Agreement for the Project in substantially the form presently on file with the Clerk of Council, along with any changes or amendments thereto not inconsistent with this ordinance and not substantially adverse to the City and which shall be approved by the City Administrator, provided that the approval of such changes and amendments thereto by the City Administrator, and the character of those changes and amendments as not being substantially adverse to the City, shall be evidenced conclusively by the City Administrator's execution and delivery thereof.

SECTION 3. Further Authorizations. The Mayor, City Administrator, the Finance Director and other appropriate officers of the City are each individually authorized to execute such other agreements and instruments and to take all actions as may be necessary to implement this ordinance and the transactions contemplated herein and in the Development Agreement and the Infrastructure Agreement.

SECTION 4. This Ordinance shall take effect at the earliest opportunity allowed by law.

Steve Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, NMC, Clerk of Council

I certify that this
Ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-23-19
Exhibit A

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made and entered into to be effective as of the ____ day of May, 2019 (the "Effective Date"), by and between Townsend Construction Company, an Ohio corporation, with address at 250 E. Broad Street, Suite 1100, Columbus, Ohio 43215 (the "Developer") and the City of Grove City, Ohio, a municipal corporation duly organized and validly existing under the Constitution and Laws of the State of Ohio and its City Charter with address at 4035 Broadway, Grove City, Ohio 43123 (the "City").

I. Background

- A. Developer is currently in contract to purchase from GC Beulah Park Investments, LLC, the current fee owner, approximately 212 acres of land in the City of Grove City, commonly known as the Beulah Park Property. As part of the development of the Property, Developer shall oversee improvements and ongoing management to such land, and subsequently thereafter transfer portions of such land to the City as Developer deems necessary to expediently and economically proceed with the development, including all requirements hereunder.
- B. GC Beulah Park Investments, LLC delivered a deed to the 14.71 acres of land comprising the stream corridor running through the Beulah Park Property dated December 28, 2017, to the City. Developer will deed an additional thirty plus (30+) acres to the City for the "Park" as defined in Section II.A(1)(a)(i), and approximately nine and one half (9.5) acres of land adjacent to the stream corridor leaving approximately one hundred fifty eight (158) acres of land generally depicted on Exhibit 1, attached hereto (the "Property").
- C. Developer desires that the Park and the Property be developed as zoned for a mix of uses but primarily for residential and residential-related uses, including public active recreational and passive park purposes (the "Development").
- D. Developer and City seek to highlight the historic significance of the Property as the former location of the Beulah Park horse race track through development of the Park, the creation and preservation of entrance features, fencing, landscaping and other features to be created on the Park and the Property.
- E. City further desires that certain public roadways and bikeways/pedestrian paths be extended through the Park and the Property, connecting to existing public ways located at the perimeter of the Property.
- F. Developer and City collectively seek to achieve an urban, central city development that blends with and contributes to Grove City's Central Business District and consistent with that goal, the City Council, on May 7, 2018, adopted Ordinance C-24-18 approving a zoning change for the Property to Planned Unit Development – Commercial ("PUD-C") and the Planned Unit Development – Residential ("PUD-R") zoning classifications (collectively the "Zoning"). The text for the Zoning is attached as Exhibit 2.

- G. Developer and City acknowledge that to achieve their collective vision for the Park and the Property and its positive impact on the Central Business District and the neighborhoods surrounding the Property, significant infrastructure improvements will have to be constructed by the Developer and the City and the private development of the Property must occur in compliance with the Zoning.
- H. Developer and City enter into this Agreement to address the infrastructure obligations and the financing of that infrastructure and other matters set forth herein.

II. Terms and Conditions

Now THEREFORE for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree to the foregoing Background which is expressly incorporated into the Terms and Conditions as though fully set forth herein and to the following:

- A. **Infrastructure:** The anticipated infrastructure improvements include roadways, sidewalks, bike paths, water and sanitary sewer extensions, storm water, street lighting, park and roadway earthwork, entrance features, the memorial garden and the development of the Park (collectively the "Infrastructure"). The Infrastructure is further designated as on-site infrastructure which includes all infrastructure set forth in 1 (a) of this Section II A (the "On-Site Infrastructure"), and off-site infrastructure which includes all infrastructure set forth in 1 (b) of this Section II A (the "Off-Site Infrastructure"). The obligations of the Developer and the City relative to specific items of infrastructure are as follows:

- (1) **Developer's Obligations:** Developer is responsible for the construction of all On-Site Infrastructure and certain Off-Site Infrastructure.

- (a) **On-Site Infrastructure:** In addition to those On-Site Infrastructure items necessary to serve the development of the Property for the uses permitted by the Zoning, Developer shall be responsible for the following:

- (i) Developer has demolished and graded the Open Space/Park "P1" (the "Park") as depicted on the Beulah Park Subarea Plan attached hereto as Exhibit 3 (the "Subarea Plan"), and will construct a decorative pond as part of a multi-parcel detention basin. Said pond shall be designed to meet or exceed the City's Tier 1 pond design standards set forth in the City's Stormwater Design Manual.
 - (ii) Construction of the multi-use path as depicted on the Subarea Plan. Note: The multi-use path along Southwest Boulevard shall be designed to utilize existing right-of-way and stream crossing to eliminate the need for a separate

bridge structure. Alignment and required protection from roadway traffic will be engineered with roadway plans as defined in A. (1) (b) (ii) below.).

- (iii) Construction and maintenance of a memorial garden in the Park.
 - (iv) Construction of various entrance features at roadway entrances to the Property and at Park entrances.
 - (v) The extension of an 18-inch sanitary sewer line from Southwest Boulevard, under the railroad tracks, to the Property.
 - (vi) Soft costs associated with the design and implementation of items (i), (ii), (iii), (iv) and (v) of this Section A (1) (a).
- (b) Off-Site Infrastructure: Developer shall be responsible for the following Off-Site Infrastructure:
- (i) The widening of Southwest Boulevard to five (5), eleven foot lanes, with two through lanes in each direction and a center two-way left turn lane along the Property's Southwest Boulevard frontage as depicted on Exhibit 3. This shall include street lighting, pavement widening/reconstruction (to support the pavement widening), and a 1.5" overlay (and milling where applicable) of the remaining pavement. The existing pavement of Southwest Boulevard shall be saw-cut at least 1.0' into the full depth section to ensure that the new pavement adequately joins with the existing pavement. The locations of the new saw-cut limits shall be determined by pavement cores to verify pavement composition. Final design of roadway and alignment within right of way will be determined during final engineering and as approved by the City. The entirety of Southwest Boulevard within the limits of the pavement widening, shall be overlaid with asphalt and striped - to reflect lanes, turn lanes and curbed median areas. Street lights shall be installed along Southwest Boulevard and be engineered to illuminate the roadway to industry standards (typically 0.6-0.9 ft-candle for a collector roadway with a 4 to 1 uniformity – see e.g. page 36 of Project 2020 Lighting Columbus by Ralph & Curl Engineers at <http://ralphandcurleng.com/images/firstp2020.pdf>) generally

as located on the Southwest Boulevard Plan attached as Exhibit 4, with fixtures and poles set forth in C-GC-95. Street Lighting Tear Drop Street Light Pole. Guard rails shall be installed per the current editions of the ODOT Location and Design Manual Vol. 1 and the AASHTO Roadside Guide.

Developer shall commence the improvements to Southwest Boulevard along with the signal modification and signal installation set forth in section (iii) below after the 2020 Parade of Homes event but no later than April of 2021.

- (ii) Modifications of the signal heads on the existing traffic signals and appurtenances at Southwest Boulevard and Street E and the installation of a traffic signal at the intersection of Southwest Boulevard and the Development's Street A. shall be completed by Developer to meet City's and industry standards to accommodate the traffic from the Development. .
 - (iii) Soft costs associated with design and implementation of items (i), (ii) and (iii) of this Section A (1) (b).
 - (iv) At such time that the Developer commences the extension of Park Street through the Property to Demorest Road, Developer shall pay to the City One Hundred Eighty Thousand Dollars (\$180,000) which funds shall be used by the City for the improvement of that portion of Demorest Road between Southwest Boulevard, south to the south boundary of the Property along Demorest Road. Developer shall also deed to the City land along the Property's Demorest Road frontage measuring forty feet (40') from the centerline of Demorest Road for the City's future widening of Demorest Road.
- (2) City's Obligations: City is responsible, at the City's sole cost and expense, for the construction of the extension of Columbus Street west from its current terminus, across the railroad tracks and into the Property (as further depicted on the Subarea Plan) (the "Columbus Street Extension"). The City shall use its good faith efforts to cause the construction of the Columbus Street Extension to be substantially completed and open for public traffic simultaneously with Developer's completion of Street A from west of the railroad tracks to Southwest Boulevard as depicted on the Subarea Plan.
- B. Financing: The Property is located within a pre-1994 Community Reinvestment Area ("CRA") and is eligible for a 100%, 15-year real property tax exemption for

new construction within the CRA. The Developer agrees to petition for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") with the intent of causing certain future property owners within the Property to pay a community development charge (the "Charge") as further described in Exhibit 6. The annual Charge will be adequate to pay 100% of the debt service for obligations issued to finance approximately \$19,000,000 of On-Site Infrastructure (the "Phase I Improvements"). The \$19,000,000 of Phase I Improvements are expected to be funded by approximately (1) \$5,000,000 of tax-exempt bonds issued by the Columbus-Franklin County Finance Authority's ("CFCFA") Central Ohio Regional Bond Fund which has a A- investment grade rating from S&P Global (the "CFCFA Bond Fund Bonds") (2) \$4,000,000 of tax-exempt bonds issued by another Ohio Port Authority (the "Other Port Authority Bonds ") and (3) \$5,000,000 of tax-exempt General Obligation bonds issued by the City of Grove City (the "GO Bonds"). Together these three bond issues will be known as the "Senior Bonds". The terms, security, and repayment obligation for the repayment of the Senior Bonds shall be consistent with the requirements of this Agreement and shall be set forth in the term sheets prepared by the Developer and approved by the City (collectively, the "Financing Term Sheets"). In addition, the CFCFA will issue approximately \$5,000,000 of tax-exempt, non-rated, subordinated bonds (the "Subordinated Bonds") expected to be purchased by the Developer and related investors at or prior to closing the CFCFA Bond Fund Bonds and the Other Port Authority Bonds. Proceeds of the GO Bonds will be held by the City and proceeds of the CFCFA Bond Fund Bonds, the Other Port Authority Bonds and the Subordinate Bonds will be held by the applicable bond trustee pending disbursement following approval of disbursement requests pursuant to the Infrastructure Agreement described in Section F. The parties agree that the proceeds of the GO Bonds or funding provided by the City in advance of the issuance of the GO Bonds shall be available only for costs of On-Site Infrastructure and Off-Site Infrastructure specifically identified in the Infrastructure Agreement.

The obligations of the City and the Developer in connection with the CRA exemptions, the establishment of the NCA and the establishment of the TIFs are described in greater detail in Exhibit 6 attached hereto.

- C. **Dedication of Land:** Developer agrees to transfer to the City, by general warranty deed, or dedicated by plat, approximately thirty three (33) acres of land for road right of way and the land comprising the Park. The deed or plat conveying the Park shall contain the following restrictions and reservations:
- (a) The Park can only be used for passive and active recreational public use and no other municipal uses.
 - (b) Developer shall reserve the right to create a Beulah Park memorial garden in the Park and the right, but not the obligation, to maintain the memorial garden for five (5) years.

- (c) Developer shall reserve an easement over the Park permitting Developer to drain storm water from adjacent properties within the Property into the pond to be constructed in the Park.
 - (d) Developer shall reserve general utility easements over described portions of the Park to benefit adjacent properties within the Property.
- D. School Site: The City desires to cause the South-Western City School District ("the "District") to construct a middle school on 20 +/- acres of land (the "School Property") to be located north of Grove City Road between Demorest Road and Elm Street. The School Property tentatively includes the southern portion of Sub-Area "D" as shown on the Subarea Plan. To accommodate the City's desire to have a middle school on the School Property, Developer agrees to give to the City or the District the option to purchase the southernmost portion of Sub-Area "D", the equivalent fourteen (14) single family lots, (the "Beulah School Property") for Fifty Seven Thousand, Five Hundred Dollars (\$57,500) per lot (Eight Hundred and Five Thousand Dollars (\$805,000 for all 14 lots). The option shall be exercised within three (3) years of the execution of this Agreement by providing notice as set forth in Section I(15) and closing on the Beulah School Property within three (3) months thereafter.
- E. Developer's Representations, Covenants and Warranties: The Developer further represents, warrants, and covenants that:
- (1) It is an Ohio corporation duly organized and validly existing under the laws of the State of Ohio and is fully qualified to transact its business in the State of Ohio;
 - (2) It is not in violation of or in conflict with any provisions of the laws of the United States of America or the State applicable to the Developer that would impair its ability to carry out its obligations contained in this Agreement;
 - (3) This Agreement has, by proper action, been duly authorized, executed and delivered by the Developer and all steps necessary to be taken by the Developer, have been taken to constitute the Agreement and the covenants and agreements of the Developer contemplated herein are valid and binding obligations of the Developer, enforceable in accordance with their terms;
 - (4) The aggregate value of all building permits submitted in connection with the Development is estimated to be not less than \$300,000,000;
 - (5) (A) It has full power and authority to execute, deliver and perform this Agreement, (B) to the knowledge of the Developer, that execution, delivery and performance do not and will not violate any provision of law applicable to the Developer or the Developer's organizational or operating agreements, and (C) neither the entering into this agreement nor the

performance thereof will constitute a violation or breach by the Developer of any contract, agreement, understanding, or instrument to which the Developer is a party or, to the best of its knowledge, by which the Developer is subject or bound, of any judgement, order, writ, injunction or decree issued against or imposed upon them, or, to the best of its knowledge, will result in the violation of any applicable law, order, rule or regulation of any government or quasi-governmental authority;

- (6) There is no pending litigation, investigation or claim which affects or which might affect the Developer's performance of this Agreement and to the best of the Developer's knowledge, there is no threatened litigation, investigation or claim that affects or that might affect the Developer's performance of this Agreement; and
- (7) The representations and agreements of the Developer made in this Agreement shall be deemed to apply as of the date of the execution of this Agreement and shall be construed as continuing representations and agreements and such representations made by the Developer are made with the knowledge and expectation that notwithstanding any investigation conducted by or on behalf of the City (except as expressly stated in this Agreement), the City is placing complete reliance thereon and that such representations are to be treated as material to the City entering into this Agreement and the Developer further represents that no representation set forth in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statement contained herein not materially misleading or not misleading in light of circumstances under which they are made; and
 - (a) The Developer warrants, except as disclosed in writing to the City, that it has not employed or retained any company or person other than a bona fide employee working solely for the Developer to solicit or secure this Agreement, and that the Developer has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other consideration contingent upon or resulting from the award or making of this Agreement. The Developer warrants that, to the best of its knowledge, it is not prohibited from contracting with the City by any provision of the Ohio Revised Code relating to conflicts of interest, illegal interest in government contracts, or any other ethical prohibition, and for breach or violation of this warranty, the City shall have the right to annul this Agreement with no further obligation or penalty.
 - (b) The Developer acknowledges and agrees that the City is entering into this Agreement for the purpose of facilitating the development of the entire Property.

F. City Covenants and Representations: The City covenants and represents to the Developer as follows:

- (1) To the knowledge of the undersigned City officials, neither the entering into this Agreement nor the performance thereof will constitute a violation or breach by the City of any contract, agreement, understanding or instrument to which the City is a party or by which the City is subject or bound, of any judgment, order, writ, injunction or decree issued against or imposed upon them, or will result in the violation of any applicable law, order, rule or regulation of any governmental or quasi-governmental authority.
- (2) To the knowledge of the undersigned City officials, there is no pending litigation, investigation or claim which affects or which might affect the City's performance of this Agreement and there is no threatened litigation, investigation or claim that affects or that might affect the City's performance of this Agreement.
- (3) Except for actions contemplated by this Agreement, as of the date of the execution of this Agreement, the undersigned City officials have no information or knowledge of any change contemplated in the applicable laws, ordinances or restrictions or any judicial or administrative action that would prevent, limit or impede the Developer's undertaking of the Development.
- (4) The representations of the City made in this Agreement shall be deemed to apply as of the date of the execution of this Agreement and such representations made by the City are made with the knowledge and expectation that notwithstanding any investigation conducted by or on behalf of the Developer (except as expressly stated in this Agreement), the Developer is placing complete reliance thereon and that such representations are to be treated as material to the Developer in entering into this Agreement and the City further represents that no representation set forth in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statement contained herein not materially misleading or not misleading in light of circumstances under which they are made.

G. Infrastructure Agreement of On-Site and Off-Site Infrastructure: The Developer shall construct the On-Site and Off-Site Infrastructure pursuant to an Infrastructure Agreement to be entered into between the Developer and the City substantially in the form attached hereto as Exhibit 5, which Infrastructure Agreement provides for the design and construction of the On-Site and Off-Site Infrastructure, bidding and approval of construction contracts, payment and performance bond requirements, obtaining the Director of Finance's approval for disbursements of proceeds of the Senior Bonds, Subordinate Bonds and any Additional Bonds (as defined in Exhibit 6), payment of prevailing wage,

inspection and acceptance by the City, warranties and indemnities from the Developer and construction contractors, and related construction matters. Disbursements of proceeds of Senior Bonds, Subordinate Bonds and any Additional Bonds will be subject to achievement of certain Development milestones as set forth in the Infrastructure Agreement.

H. Remedies:

- (1) In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by either party hereto, or any successor to such party, such party (or successor) shall, within fifteen (15) days of receipt of written notice from the other, proceed to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. All rights and remedies shall be cumulative and shall not be construed to exclude any other remedies allowed at law or in equity.
- (2) Unforeseeable Delay. Neither party shall be considered in breach of its obligations under this Agreement due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, orders of courts, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such unforeseeable delay, the time for performance of the obligations shall be extended for the period of the unforeseeable delay. The party seeking the benefit of the provisions of this subsection shall, within ten (10) calendar days after the beginning of any such unforeseeable delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the unforeseeable delay. With respect to the Developer, delays or failures to perform due to lack of funds or the inability to procure labor or materials shall not be deemed unforeseeable delays beyond the reasonable control of the Developer.

I. Miscellaneous:

- (1) Notices. Any notice or consent required or permitted to be given by or on behalf of either party to the other shall be given by mailing such notice or consent by United States certified or registered mail, postage prepaid and return receipt requested, or via a reputable express overnight mail service which provides proof of delivery addressed to the parties as set forth

below or at such other address as may be specified from time to time in writing delivered to the other party. Notices shall be effective upon receipt or refusal, as the case may be.

If to the Developer: Townsend Construction Company
250 East Broad Street, Suite 1100
Columbus, Ohio 43215
Attn: William C. Bunstine

With a copy to: Chris L. Connelly, Esq.
Taft Stettinius & Hollister LLP
65 East State Street, Suite 1000
Columbus, Ohio 43215

And to: Donald T. Plank, Esq.
Plank Law Firm, LPA
411 E. Town St., FL 2
Columbus, Ohio 43215

If to the City: City of Grove City
4035 Broadway
Grove City, Ohio 43123
Attn: City Administrator

With a copy to: Christopher J. Franzmann, Esq.
Squire Patton Boggs
41 S. High Street, Suite 2000
Columbus, Ohio 43215

And to: Stephen J. Smith
Frost Brown Todd
10 West Broad Street
One Columbus Center, Suite 2300
Columbus, Ohio 43215

- (2) Conflict of Interest: Representatives of the City Not Individually Liable.
No official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount or amounts which may become due to the Developer or any successor to the Developer or on any obligations under the terms and conditions of this Agreement.

- (3) Process of Agreement. The execution of this Agreement by the City Administrator on behalf of the City has been approved by the City Council through the adoption of Ordinance _____-2019, and as of the date of this Agreement that Ordinance remains in full force and effect. Developer, by appropriate written corporate authorization, will duly designate an officer of Developer to execute this Agreement.
- (4) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between Developer and the City.
- (5) Income Tax. The Developer shall withhold all City income taxes due or payable under the provisions of the income tax ordinance for wages, salaries and commissions paid to its employees (if any) pursuant to the Codified Ordinances of the City of Grove City, Ohio. The Developer shall require its contractors or subcontractors to withhold any such City income taxes due for services arising from or in relation to the Development or this Agreement. The Developer shall be liable for any unpaid City income taxes of the employees, contractors, or subcontractors relating to the Development. Upon request, the Developer shall submit, in a format acceptable to the Finance Director, a reconciliation of all wages paid to its employees, contractors, and subcontractors that performed work in the City with respect to the Development.
- (6) Mutual Consent. This Agreement may be canceled or modified by the mutual written consent of (A) Developer, any fee simple owner of any portion of the Development, on the one hand, and (B) the City acting through the City Administrator, on the other hand. Wherever the City is entitled to act under this Agreement (e.g. delivery of notices, exercise of options, written waivers or consent), such action may be taken by the City Administrator except as expressly provided herein.
- (7) Waivers. All waivers of the provision of this Agreement must be in writing and signed by the appropriate authorities of the City and Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and Developer. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty to be observed by the other party.
- (8) Municipal Power. Nothing in this Agreement shall be construed to be in derogation of the powers granted to the municipal corporations by Article XVIII of the Ohio Constitution, including the right to protect the health, safety and welfare of its citizens.

- (9) Indemnification. Developer shall, at its cost and expense, defend, indemnify and hold the City and any officials, employees, agents and representatives of the City, its successors and assigns (collectively the "Indemnified Parties" and each an "Indemnified Party"), harmless from and against, and shall reimburse the Indemnified Party for, any and all loss, cost, claim, liability, damage, judgment, penalty, injunctive relief, expense or action (collectively the "Liabilities" and each a "Liability"), other than "Excluded Liabilities," defined below, whether or not the Indemnified Party shall also be indemnified as to any such claim by any other person, the basis of which claim (a) was caused by or results from the actions or failures to act of Developer, its affiliates, agents, employees, contractors, subcontractors and material suppliers while in possession or control of the Development, whether or not such action or inaction was negligent or reckless, or is in any way related to the construction of the Development or the selection of contractors, subcontractors or material suppliers relating thereto; (b) is based, in whole or in part upon failure or alleged failure of Developer, or its affiliates to satisfy their obligations under this Agreement; (c) relates to fraud, misapplication of funds, illegal acts, or willful misconduct on the part of Developer or its affiliates; or (d) relates to the bankruptcy or insolvency of Developer or its affiliates. The indemnity provided for herein shall survive the expiration or termination of this Agreement and shall be separate and independent from any remedy under any other agreement related to the Development.

"Excluded Liability" means each Liability to the extent it is attributable to (i) the gross negligence or willful misconduct of any Indemnified Party or the failure of any Indemnified Party that is a third-party beneficiary of this Agreement to perform any obligation required to be performed by the Indemnified Party as a condition to being indemnified hereunder, including without limitation, the settlement of any Liability without the consent of the Developer, and/or, (ii) to the extent the Developer's ability to defend a Liability is prejudiced materially by the failure of an Indemnified Party to give timely written notice to the Developer of the assertion of a Liability.

Upon notice of the assertion of any Liability, the Indemnified Party shall give prompt written notice of the same to the Developer. Upon receipt of written notice of the assertion of a Liability, the Developer shall have the duty to assume, and shall assume, the defense thereof, with power and authority to litigate, compromise or settle the same; provided that, the Indemnified Party shall have the right to approve any obligations imposed upon it by compromise or settlement of any Liability or in which it otherwise has a material interest, which approval may be withheld in its sole discretion.

At Developer's expense, an Indemnified Party may employ separate counsel and participate in the defense of any Liability; provided, however,

that any such fees and expenses must be reasonable and necessary to protect the interests of the Indemnified Party. The Developer shall not be liable for any settlement of any Liability made without its written consent, but if settled with the written consent of the Developer, or if there is a final judgment for the plaintiff in an action, the Developer agrees to indemnify and hold harmless the Indemnified Party, except only to the extent of any Excluded Liability.

- (10) Severability. The obligations of the City hereunder are effective to the extent permitted by law. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect.
- (11) Authority. Each party to this Agreement hereby represents and warrants that it is executing this Agreement with the full and proper authority and that the parties whose names appear hereon are duly authorized and empowered to make and execute this Agreement and that this Agreement is supported by consideration.

The City is a political subdivision of the State of Ohio and is entitled to all of the immunities and defenses provided by law. Furthermore, no covenant, obligation or agreement of the City contained in this Agreement shall be deemed to be a covenant, obligation or agreement of any present or future council member, officer, agent or employee of the City in other than their official capacity and neither the council members of the City approving this Agreement nor any officer or employee of the City executing this Agreement shall be liable personally by reason of the covenants, obligations or agreements of the City contained in this Agreement.

- (12) Assignment. This Agreement shall be binding on the parties hereto and their respective successors and assigns. The parties acknowledge that substantial time and effort have been invested in the negotiation of this Agreement, and the City has entered into this Agreement with an understanding of the unique capabilities of the Developer, and, therefore, any assignment of this Agreement by the Developer shall be subject to the prior written consent of the City, which consent shall be granted in the City's sole discretion and may only be made to a person or entity financially capable of completing the Development and the On-Site Infrastructure and Off-Site Infrastructure. Any such assignment shall expressly provide that the assignee shall comply with all the terms and requirements of this Agreement.

- (13) Merger and Amendment. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the Development, the Development Site, and the Developer Infrastructure Improvements to be completed in connection therewith, and contains all of the covenants, agreements, and other terms and conditions between the parties hereto with respect to the same. No waivers, alterations or modifications of this Agreement or any agreements in connection therewith shall be valid unless in writing and duly executed by all parties hereto.
- (14) Equal Employment Opportunity. In accordance with Ohio Revised Code Section 5709.832, the Developer agrees that it will not deny any individual employment based on considerations of race, religion, sex, disability, color, national origin or ancestry. In addition, no owner of the Property shall deny any individual employment based on considerations of sexual orientation, gender identity and expression, age, or veteran status. Any declarations recorded in connection with the Project shall provide that the provisions of this subsection shall be covenants running with the land.
- (15) Counterparts. This Agreement may be executed in counterpart, and in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Signatures transmitted or stored by electronic means are deemed to be original signatures.
- (16) Governing Law; Venue. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions that would cause the application of the laws of another jurisdiction. Each party hereto (i) irrevocably consents to the exclusive jurisdiction of any state court located within Franklin County, Ohio, in connection with any matter based upon or arising out of this Agreement, (ii) agrees that process may be served upon them in any manner authorized by the laws of the State of Ohio, and (iii) waives and covenants not to assert or plead any objection which they might otherwise have under such jurisdiction or such process.
- (17) Further Actions. The City and Developer agree to execute such additional documents, and take such further actions, as may reasonably be required to carry out the provisions and intent of this Agreement.
- (18) Language. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either the City or the Developer. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting, or amplifying the provisions hereof.

- (19) Litigation Notice; Management. The Developer shall give the City prompt notice of any action, suit or proceeding by or against the Developer, at law or in equity, or before any governmental instrumentality or agency, of which that Developer has notice, which, if adversely determined, would materially impair the right or ability of the City or the Developer to implement and operate the Project, or would materially impair the right or ability of the Developer to implement, operate, maintain and develop the Development on the Property or would materially and adversely affect any of its business, operations, properties, assets or condition (financial or otherwise) together with a written statement setting forth the details thereof and any actions with respect thereto taken or proposed to be taken by the Developer in response thereto.
- (20) City Financial Obligations. All payment obligations of the City hereunder are expressly subject to appropriation by City Council of funds necessary to make those payments and are binding on City only to the extent of such appropriation. Any of City's payment obligations under this Agreement do not constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer does not have the right to have taxes or excises levied by the City for the payment of any amount owed by the City hereunder. Except as specifically provided for herein, the City has no responsibility for the financing, design, construction, operation, maintenance and/or repair of the Development, the On-Site Infrastructure or the Off-Site Infrastructure.

The Developer has caused this Agreement to be duly executed by William C. Bunstine, its President, and the City has caused this Agreement to be duly executed by its City Administrator, as authorized by Ordinance No. [_____] -2019, all as of the date first above written.

CITY OF GROVE CITY, OHIO

TOWNSEND CONSTRUCTION
COMPANY

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

By: _____
William C. Bunstine Date
President

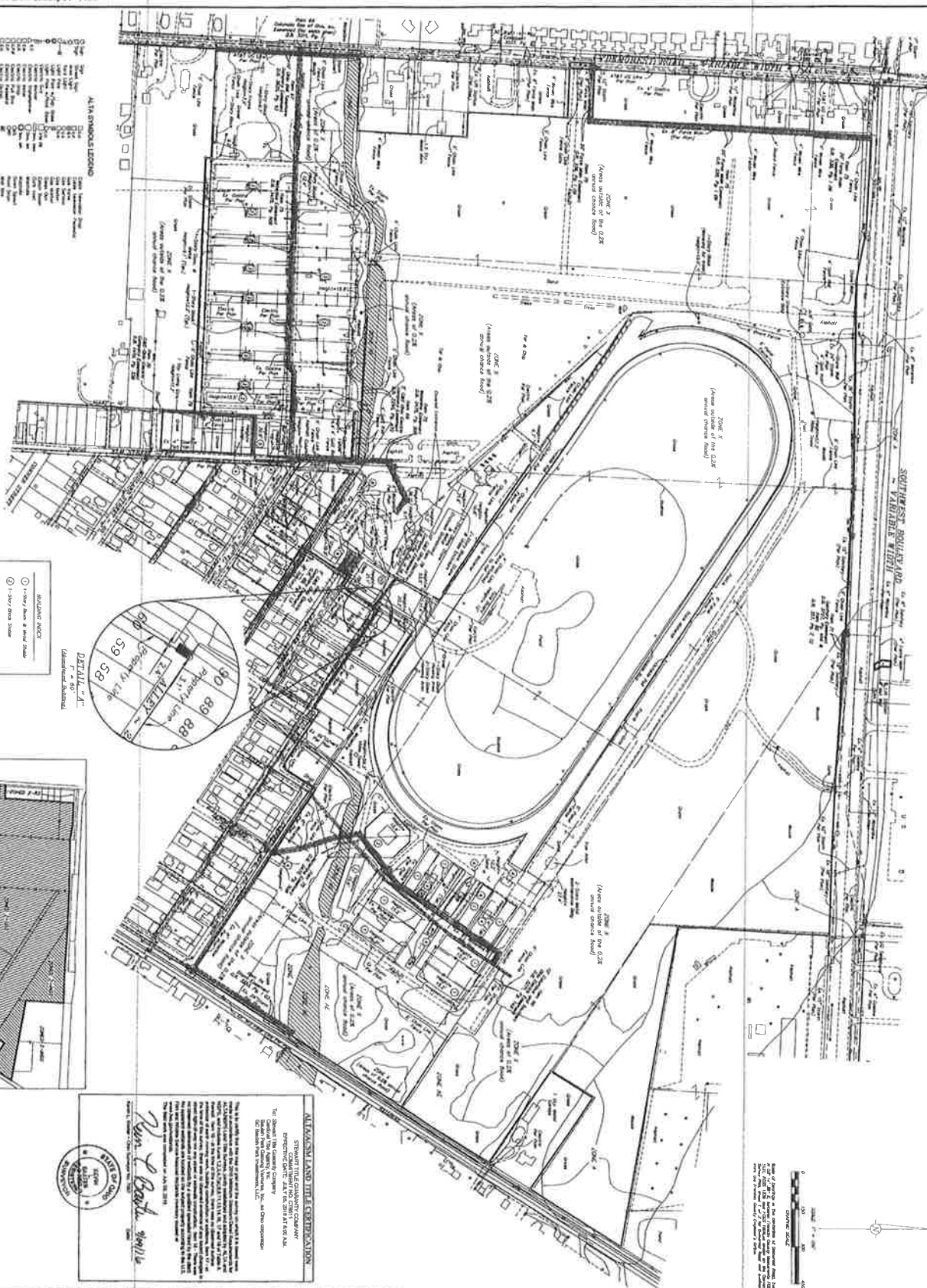
Approved as to form:

Signature Date
Stephen J. Smith
City Attorney

EXHIBIT 1

Property Description

(attached hereto)

[illegible]

Schedule of Time

[illegible]

STUDENT NOTES

[illegible][illegible]

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ALTAGSM LAND TITLE SURVEY
SOUTH OF SOUTHWEST BLVD A
EAST OF DIAMONDEST ROAD,
CITY OF GROVE CITY, FRANKLIN CO., OHIO

EXHIBIT 2
Zoning Text
(attached hereto)

ORDINANCE C-24-18

AN ORDINANCE FOR THE REZONING OF 215+ ACRES LOCATED SOUTH OF SOUTHWEST BOULEVARD AND EAST OF DEMOREST ROAD FROM SD-3 & IND-2 TO PUD-R AND PUD-C 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 March 22, 2018, with the following stipulations:

1. Boulevard street types shall have a maximum lane width of 12 feet;
2. The right-of-way width for "North Gateway B" shall be 80 feet to accommodate a center median and landscaping;
3. The roadway cross section images within the proposed zoning text shall be for illustrative purposes only. The cross section design of all roadways shall be approved as part of the development plan process;
4. All homes built in Subarea C and E2 shall be reviewed and approved by an Architectural Review Board;
5. Within Subarea E, all homes fronting public open space ('P1') shall be accessed from rear alleys with no direct access or curb cuts permitted from public (non-alley) roadways;
6. All homes within Subarea E2 shall have side-loaded garages;
7. A minimum of 180 feet of park frontage shall be provided through the interior of Subarea E2 to provide better connectivity to the central open space;
8. Subarea C shall be the only area where the potential addition of residences over garages may be permitted if there is an alleyway.

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 SD-3 & IND-2 to PUD-R and PUD-C with the attached Zoning Text:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 1388 and being more fully described in Exhibit "A" attached hereto and made a part hereof.

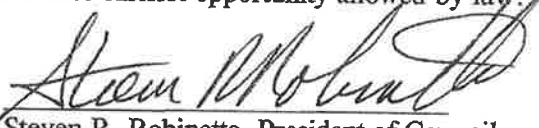
SECTION 2. The comprehensive zoning map is hereby amended to conform to the provisions of this ordinance.

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

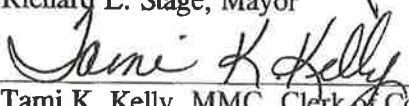
Passed: 05-07-18
Effective: 06-06-18

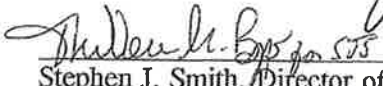
I Certify that this ordinance
is correct as to form.

Attest:


Steven R. Robinette, President of Council


Richard L. Stage, Mayor


Tami K. Kelly, MMC, Clerk of Council


Stephen J. Smith, Director of Law

C-24-18
Exhibit A

REV: September 15, 2009
September 05, 2009

DESCRIPTION OF A 212.706 ACRE TRACT OF LAND
ALONG SOUTHWEST BOULEVARD AT DEMOREST ROAD,
JACKSON TOWNSHIP, AND CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

Situated in the State of Ohio, County of Franklin, partially in the Township of Jackson and partially in the City of Grove City, in Virginia Military Survey No. 1388, in Lots 5, 8, 9 and 10 of the William Washington's Partition of Lots of Virginia Military Survey No. 1388, of record in Deed Book 17, Page 154 and being all of those lots and tracts of land conveyed as Tract One (209.786 acres) and Tract Two (original 5 acres) to Heartland Jockey Club Ltd., by deeds of record in Official Record 33761, Page H 05 and Official Record 33761, Page H 16, said Tract One includes: all of Lots 81 through 90, inclusive, all of the north/south Alley adjacent to Lots 85 and 86, a portion of Cleveland Avenue (40 feet in width) and a portion of the north/south Alley adjacent to Lot No. 60 and Lot No. 90, both vacated by Ordinance No. 282, a portion of the Reserve (8 feet in width) north of Cleveland Avenue, a portion of Lot No. 60, a portion of Grant Avenue (60 feet in width) vacated by Ordinance No. C-1-67 and all of the Acreage Reserve known as Beulah Grove, all such being shown of record on the plat of Grant's Addition to Beulah Grove, of record in Plat Book 5, Page 130, and all of Lots 30, 31, 34, 35 and 36, a portion of Lots 32 and 33, a portion of the east/west Alley (20 feet in width) between Grant Avenue and Park Street (66 feet in width), and a portion of Elm Street (20 feet in width for the portion north of Park Street) vacated by Ordinance No. 35-69, all such being shown of record on the plat of A.G. Grant's Beulah Sub'd. of record in Plat Book 4, Page 205, and all of Lots 21 through 29, inclusive, a portion of the east/west Alley north of Lot No. 29 and a portion of the north/south Alley west of said Lots 21 through 29, both vacated Ordinance No. 37-63, all such being shown of record on the plat of Smith's Add'n to Beulah, of record in Plat Book 5, Page 310, and all of Reserve "A", as shown upon the plat entitled Resubdivision of Part of Grants Addition to Beulah, of record in Plat Book 58, Page 32, all records referenced to the Recorder's Office, Franklin County, Ohio and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Monument No. FCGS 1236 found at the intersection of the centerline of Southwest Boulevard (variable width) with the centerline of Demorest Road (variable width), at the southwest corner of a 2.456 acre tract of land conveyed as Parcel No. 7, for Southwest Boulevard right-of-way purposes, to City of Grove City, Ohio, by deed of record in Deed Book 3727, Page 452, at the northwest corner of a 1.940 acre tract of land conveyed as Parcel No. 6, for Southwest Boulevard right-of-way purposes, to City of Grove City, Ohio, by deed of record in Deed Book 3859, Page 640 and in the east line of the plat entitled West Grove North Section No. 1, of record in Plat Book 63, Page 16, said Monument No. FCGS 1236, being S 03° 14' 39" E a distance of 1,532.09 feet from Franklin County Monument No. FCGS 1906 found (on the P.L.) and N 03° 14' 39" E a distance of 1,751.48 feet from Franklin County Monument No. FCGS 5131 found;

thence S 87° 07' 45" E along a portion of the south line of said 2.456 acre tract and along a portion of a north line of said 1.940 acre tract a distance of 230.06 feet to a point;

thence S 03° 17' 25" W crossing said 1.940 acre tract, crossing a portion of said original 5 acre Tract Two and crossing a 0.781 acre tract of land conveyed as Parcel No. 8, for Southwest Boulevard right-of-way purposes, to City of Grove City, Ohio, by deed of record in Deed Book 3859, Page 640 a distance of 67.03 feet to a 3/4" I.D. iron pipe set at a southwest corner of said 0.781 acre tract and at the true place of beginning of the tract herein intended to be described, passing a 3/4" I.D. iron pipe set at the northeast corner of a 1.214 acre tract of land conveyed to Stanley M. & Marjorie S. Eakin by deed of record in Instrument 200501200012300 at 0.72 feet;

thence S 87° 07' 45" E along a north line of said 209.786 acre Tract One and along a south line of said 0.781 acre tract a distance of 385.37 feet to a 3/4" I.D. iron pipe set;

thence S 78° 34' 54" E along a north line of said 209.786 acre Tract One and along a south line of said 0.781 acre tract a distance of 202.24 feet to a 3/4" I.D. iron pipe set in the east line of said original 5 acre Tract Two, at the southeast corner of said 0.781 acre tract and at a southwest corner of said 1.940 acre tract;

thence S 89° 10' 16" E along a north line of said 209.786 acre Tract One and along a south line of said 1.940 acre tract a distance of 842.00 feet to a 3/4" I.D. iron pipe set at the southeast corner of said 1.940 acre tract and at the southwest corner of a 0.491 acre tract of land conveyed as Parcel No. 5, for Southwest Boulevard right-of-way purposes, to City of Grove City, Ohio, by deed of record in Deed Book 3859, Page 640;

thence S 87° 07' 45" E along a north line of said 209.786 acre Tract One, along the south line of said 0.491 acre tract and along a south line of a 2.794 acre tract of land conveyed, for Southwest Boulevard right-of-way purposes, to City of Grove City, Ohio, by deed of record in Deed Book 3727, Page 458 a distance of 758.54 feet to a 3/4" I.D. iron pipe set;

thence S 85° 33' 14" E along a north line of said 209.786 acre Tract One and along a south line of said 2.794 acre tract a distance of 400.15 feet to a 3/4" I.D. iron pipe set;

thence S 87° 07' 45" E along a north line of said 209.786 acre Tract One and along a south line of said 2.794 acre tract a distance of 300.00 feet to a 3/4" I.D. iron pipe set;

thence S 88° 08' 17" E along a north line of said 209.786 acre Tract One and along a south line of said 2.794 acre tract a distance of 340.87 feet to a point, at the southeast corner of said 2.794 acre tract, at the southwest corner of a 6.158 acre tract of land conveyed as Parcel No. 1, for Southwest Boulevard right-of-way purposes, to City of Grove City, Ohio, by deed of record in Deed Book 3734, Page 238 and at the northwest corner of a 10.00 acre tract of land conveyed to South-Western City Board of Education, by deed of record in Official Record 7080, Page G 13, said point being referenced by a 1/2" I.D. iron pipe found at S 08° 23' 05" E a distance of 1.40 feet;

thence S 03° 25' 46" W along an east line of said 209.786 acre Tract One and along the west line of said 10.00 acre tract a distance of 621.08 feet to a 3/4" I.D. iron pipe set at the southwest corner of said 10.000 acre tract;

thence S 79° 46' 05" E along a northerly line of said 209.786 acre Tract One, along the southerly line of said 10.00 acre tract, along the southerly line of a 3.000 acre tract of land conveyed to Board of Education of the South-Western City School District, by deed of record in Instrument 199709170095596 and along a southerly line of an 11.893 acre tract of land conveyed to Kansas City Life Insurance Company, by deed of record in Instrument 2007122000217665 a distance of 1,307.27 feet to a 3/4" I.D. iron pipe found at a northeast corner of said 209.786 acre Tract One, at the southeast corner of said 11.893 acre tract and in the northwesterly line of CSX Corporation (60 feet in width), successor by merger, of record in Official Record 13276, Page B 15, conveyed to The Baltimore and Ohio R.R. Company, by deed of record in Deed Book 592, Page 1 (passing, on-line, a 3/4" I.D. iron pipe found at 2.48 feet and at the southwest corner of said 3.000 acre tract at 664.75 feet and passing a iron pipe w/cap found at the southeast corner of said 3.000 acre tract, also being a southwest corner of said 11.893 acre tract at 1,159.17 feet);

thence S 32° 39' 50" W along a southeast line of said 209.786 acre Tract One and along a portion of the northwest line of said CSX Corporation railroad a distance of 429.91 feet to a point at a southeasterly corner of said 209.786 acre Tract One and at the northeasterly corner of a 2.00 acre tract of land conveyed to David E. & Tracie L. Underwood, by deed of record in Instrument 200005180098100;

thence N 55° 45' 05" W along a southwesterly line of said 209.786 acre Tract One and along the northeasterly line of said 2.000 acre tract a distance of 443.38 feet to a 3/4" I.D. iron pipe set at a corner of said 209.786 acre Tract One and at the northwesterly corner of said 2.000 acre tract (passing a 3/4" I.D. iron pipe found on-line at 0.33 feet);

thence S 32° 39' 50" W along a southeasterly line of said 209.786 acre Tract One and along the northwesterly line of said 2.000 acre tract a distance of 198.02 feet to a point at a corner of said 209.786 acre Tract One and at the southwesterly corner of said 2.000 acre tract (passing a 3/4" I.D. iron pipe found on-line at 197.40 feet);

thence S 56° 08' 00" E along a northeasterly line of said 209.786 acre Tract One and along the southwesterly line of said 2.000 acre tract a distance of 443.31 feet to a 3/4" I.D. iron pipe set at a northeasterly corner of said 209.786 Acre Tract One, at the southwesterly corner of said 2.000 acre tract and in the northwesterly line of said CSX Corporation railroad;

thence S 32° 39' 50" W along a southeast line of said 209.786 acre Tract One and along a portion of the northwest line of said CSX Corporation railroad a distance of 1,423.62 feet to a point at a southeast corner of said 209.786 acre Tract One and at the northeasterly corner of a Reserve eight (8) feet in width, as shown upon the plat of Grant's Addition to Beulah, of record in Plat Book 5, Page 130 (passing a 1-1/2" iron pipe on-line at 1,422.30 feet);

thence N 56° 02' 55" W along a southwesterly line of said 209.786 acre Tract One and along a portion of the northeasterly line of said Reserve a distance of 890.22 feet to a 3/4" I.D. iron pipe set;

thence S 32° 39' 50" W along a southeasterly line of said 209.786 acre Tract One, crossing said Reserve, along the southeasterly line of Reserve "A" and along the northwesterly line of Curtis Avenue (30 feet in width), both are as shown upon the plat entitled Resubdivision of Part of Grants Addition to Beulah, of record in Plat Book 58, Page 32 a distance of 141.58 feet to a 3/4" I.D. iron pipe set at a corner of said Reserve "A" and at the north end of a curve connecting the northwesterly right-of-way line of Curtis Avenue with the northeasterly line of Curtis Avenue;

thence westerly along the curved southerly line of said 209.786 acre Tract One, along the curved southerly line of said Reserve "A", along said connecting curve and with a curve to the right, data of which is: radius = 20.00 feet, and delta = 91° 17' 15", arc length = 31.87 feet, a chord distance of 28.60 feet bearing S 78° 18' 28" W to a 3/4" I.D. iron pipe set at a corner of said 209.786 acre Tract One and at the west end of said connecting curve;

thence N 56° 02' 55" W along a southwesterly line of said 209.786 acre Tract One, along the southwesterly line of Reserve "A" and along the northeasterly line of Curtis Avenue a distance of 251.27 feet to a 3/4" I.D. iron pipe set at a corner of said 209.786 acre Tract One, at the southwesterly corner of said Reserve "A", at the northwesterly corner of Curtis Avenue and in the southeasterly line of Lot No. 81, as shown upon said plat of Grant's Addition to Beulah;

thence S 32° 07' 44" W along a southeasterly line of said 209.786 acre Tract One, along a portion of the southeasterly line of said Lot No. 81 and along the northwesterly end of Curtis Avenue a distance of 30.02 feet to a 3/4" I.D. iron pipe set at the southeasterly corner of said Lot No. 81, at the southwesterly corner of said Curtis Avenue and in the northeasterly line of the Alley (20 feet in width) north of Grant Avenue as shown upon said plat of Grant's Addition to Beulah;

thence N 56° 02' 55" W along a southwesterly line of said 209.786 acre Tract One, along the southwesterly line of said Lot No. 81, along the southwesterly lines of Lots Nos. 82 through 89, inclusive of the Alley (20 feet in width between Lot Nos. 85 and 86), along a portion of the northeasterly line of said Alley northerly of Grant Avenue and along a portion of the southwesterly line of Lot No. 90, a distance of 472.24 feet to a 3/4" I.D. iron pipe set, said Lots and Alleys are as shown upon said plat of Grant's Addition to Beulah;

thence S 32° 07' 44" W along a southeasterly line of said 209.786 acre Tract One, crossing said Alley, the westerly portion of which was vacated by Ordinance No. 282, crossing Lot No. 60, as shown upon said plat of Grant's Addition to Beulah and along a tract of land conveyed out of said Lot No. 60, for Alley purposes (20 feet in width) to Village of Grove City by deed of record in Deed Book 1837, Page 435 a distance of 170.09 feet to a 3/4" I.D. iron pipe set at the southwesterly corner of said Alley, in the southwesterly line of said Lot No. 60 and in the northeasterly right-of-way line of Grant Avenue (60 feet in width), as shown upon said plat of Grant's Addition to Beulah;

thence N 56° 02' 55" W along a southwesterly line of said 209.786 acre Tract One, along a portion of the southwesterly line of said Lot No. 60 and along a portion of the northeasterly right-of-way line of Grant Avenue a distance of 48.02 feet to a 3/4" I.D. iron pipe set in the northwesterly line of an Alley (20 feet in width, westerly of said Lot No. 60), as shown upon said plat of Grant's Addition to Beulah, at the northeasterly corner of Grant Avenue, vacated by Ordinance No. C-1-67 and in the Acreage Reserve known as Beulah Grove, as shown upon the plat of Grant's Addition to Beulah, of record in Plat Book 5, Page 130;

thence S 32° 07' 44" W along a southeasterly line of said 209.786 acre Tract One, along a portion of the northwesterly line of said Alley, along the northwesterly end of Grant Avenue, along a portion of said Beulah Grove and crossing an Alley (20 feet in width), between Grant Avenue and Park Street, as shown upon said plat of Grant's Addition to Beulah a distance of 228.25 feet to a 3/4" I.D. iron pipe set at a corner of said 209.786 acre Tract One, in the southwesterly line of said Alley and in the northeasterly line of Lot No. 31, as shown upon the plat of A. G. Grant's Beulah Sub'd., of record in Plat Book 4, Page 205;

thence S 56° 02' 55" E along a northeasterly line of said 209.786 acre Tract One, along a portion of the southwesterly line of said Alley, along a portion of the northeasterly line of said Lot No. 31 and along the northeasterly line of Lot No. 30, as shown upon said plat of A. G. Grant's Beulah Sub'd., a distance of 68.25 feet to a 3/4" I.D. iron pipe found at a northeasterly corner of said 209.786 acre Tract One, at the northeasterly corner of said Lot No. 30 and at the northwesterly corner of Lot No. 29, as shown upon said plat of A. G. Grant's Beulah Sub'd.;

thence S 32° 47' 41" W along a southeasterly line of said 209.786 acre Tract One, along the southeasterly line of said Lot No. 30 and along the northwesterly line of said Lot No. 29 a distance of 195.55 feet to a 3/4" I.D. iron pipe set at a southeasterly corner of said 209.786 acre Tract One, at the southeasterly corner of said Lot No. 30, at the southwesterly corner of said Lot No. 29 and in the northeasterly right-of-way line of Park Street (66 feet in width), as shown upon said plat of A. G. Grant's Beulah Sub'd.;

thence N 56° 10' 44" W along a southwesterly line of said 209.786 acre Tract One, along a portion of the northeasterly right-of-way line of Park Street and along the southwesterly lines of said Lots No. 30 and 31 a distance of 99.93 feet to a point at a southwesterly corner of said 209.786 acre Tract One, at the southwesterly corner of said Lot No. 31 and at the southeasterly corner of Lot No. 32, as shown upon said plat of A. G. Grant's Beulah Sub'd., said point also being the southeasterly corner of a tract of land conveyed to Thoroughbred Horsemen's Health Retirement Fund, by deed of record in Official Record 8496, Pg. G 13;

thence N 32° 47' 41" E along a northwesterly line of said 209.786 acre Tract One, along a portion of the northwesterly line of said Lot No. 31, along a portion of the southeasterly line of said Lot No. 32 and along the southeasterly line of said tract conveyed to Thoroughbred Horsemen's Health Retirement Fund a distance of 100.00 feet to a 3/4" I.D. iron pipe set at the northeasterly corner of a tract of land conveyed to said Thoroughbred Horsemen's Health Retirement Fund (passing a 3/4" I.D. iron pipe found, on-line, at 0.66 feet);

thence N 56° 10' 44" W along a southwesterly line of said 209.786 acre Tract One, crossing said Lot No. 32, along the northeasterly line of said tract conveyed to Thoroughbred Horsemen's Health Retirement Fund, crossing Lot No. 33, as shown upon said plat of A. G. Grant's Beulah Sub'd. and along the northeasterly line of a tract of land conveyed to Elmer & Loretta Waltz, by deed of record in Instrument 200710010171406 a distance of 100.12 feet to a 3/4" I.D. iron pipe set at a corner of said 209.786 acre Tract One, in the southeasterly line of said Lot No. 33, at the northwesterly line of said tract of land conveyed to Elmer & Loretta Waltz and in the southeasterly line of Lot No. 34, as shown upon said plat of A. G. Grant's Beulah Sub'd.;

thence S 32° 47' 41" W along a southeasterly line of said 209.786 acre Tract One, along a portion of the northwesterly line of said Lot No. 33, along the northwesterly line of said tract of land conveyed to Elmer & Loretta Waltz, and along a portion of the southeasterly line of said Lot No. 34 a distance of 100.00 feet to a point in the northeasterly right-of-way line of Park Street, at the southwesterly corner of said Lot No. 33, at the southwesterly corner of said tract conveyed to Elmer & Loretta Waltz and at the southeasterly corner of said Lot No. 34 (passing a 3/4" I.D. iron pipe found, on-line, at 98.58 feet);

thence N 56° 10' 44" W along a southwesterly line of said 209.786 acre Tract One, along a portion of the northeasterly right-of-way line of Park Street, along the southwesterly line of said Lots No. 34, along the southwesterly lines of Lot No. 35 and 36, and crossing Elm Street (20 feet in width to the north, vacated by Ordinance No. 35-69), said Lots and said Elm Street are as shown upon said plat of A. G. Grant's Beulah Sub'd., a distance of 153.99 feet to a MAG nail set at a corner of said 209.786 acre Tract One and in the west line of Elm Street;

thence S 02° 56' 49" W along an east line of said 209.786 acre Tract One and along the west line of Elm Street a distance of 189.85 feet to a MAG nail set in the west line of Elm Street (to the north), in the centerline of Elm Street (40 feet in width to the south), as shown upon the plat of Smith's Add'n to Beulah, of record in Plat Book 5, Page 310 and at a southeast corner of said 209.786 acre Tract One;

thence N 87° 03' 11" W along a south line of said 209.786 acre Tract One and crossing Elm Street a distance of 20.00 feet to a railroad spike found at a corner of said 209.786 acre Tract One and at the intersection of the west line of Elm Street with the north line of an Alley 16 feet in width, as shown upon said plat of Smith's Add'n to Beulah, said Alley was vacated by Ordinance No. 27-63;

thence S 02° 56' 49" W along an east line of said 209.786 acre Tract One, crossing said Alley, along the west right-of-way line of Elm Street and along the east lines of Lots Nos. 29, 28, 27, 26, 25, 24, 23, 22 and 21, as shown upon said plat of Smith's Add'n to Beulah, a distance of 378.96 feet to a 1" I.D. iron pipe found the a southeast corner of said 209.786 acre Tract One, at the southeast corner of said Lot No. 21 and at the intersection of the west line of Elm Street with the north line of Midland Street (40 feet to the west), as shown upon said plat of Smith's Add'n to Beulah;

thence N 87° 03' 11" W along a south line of said 209.786 acre Tract One, along the south line of said Lot No. 21, along the north line of Midland Street and said line extended westerly crossing an Alley (10 feet in width), as shown upon said plat of Smith's Add'n to Beulah a distance of 161.73 feet to a 3/4" I.D. iron pipe set at a southwest corner of said 209.786 acre Tract One, in the west line of said Alley and in the east line of a 5.923 acre tract of land conveyed to Barbara Helwagen (50% interest) and Reba Diann Warren (50% interest) by deed of record in Instrument 200804020049567;

thence N 03° 13' 24" E along a west line of said 209.786 acre Tract One, along a portion of said Alley and along a portion of the east line of said 5.923 acre tract a distance of 124.87 feet to a iron pipe w/cap found at a corner of said 209.786 acre Tract One and at the northeast corner of said 5.923 acre tract;

thence N 87° 39' 48" W along a south line of said 209.786 acre Tract One, along the north line of said 5.923 acre tract and along a north line of a 4.037 acre tract of land conveyed to The Ohio Conference of Seventh Day Adventists, by deed of record in Deed Book 2279, Page 187 a distance of 1,023.02 feet to a large nail found at a southwest corner of said 209.786 acre Tract One and at a corner of said 4.037 acre tract;

thence N 02° 20' 12" E along a west line of said 209.786 acre Tract One and along a west line of said 4.037 acre tract a distance of 23.00 feet to a 3/4" I.D. iron pipe set at a corner of said 209.786 acre Tract One and at a northeast corner of said 4.037 acre tract;

thence N 87° 39' 48" W along a south line of said 209.786 acre Tract One and along a north line of said 4.037 acre tract a distance of 466.76 feet to a MAG nail set in the centerline of Demorest Road variable width, said MAG nail being N 03° 10' 24" E a distance of 1,128.23 feet from Franklin County Monument No. FCGS 1361 found at the intersection of the centerline of Demorest Road with the centerline of Grove City Road, passing a 3/4" I.D. iron pipe set in the east right-of-way line of Demorest Road at 441.76 feet;

thence N 03° 10' 24" E along the centerline of Demorest Road and along a west line of said 209.786 acre tract a distance of 590.02 feet to a MAG nail set at a northwest corner of said 209.786 acre Tract One and at the southwest corner of a 0.516 acre tract of land conveyed to Edna A. Strickler, by deed of record in Instrument 200604250077530;

thence S 87° 43' 41" E along a north line of said 209.786 acre Tract One, along the south line of said 0.516 acre tract and along a south line of a 0.646 acre tract of land conveyed as Parcel Two to Dana E. & Roberta J. Foreman, by deed of record in Instrument 200010260217184 a distance of 324.80 feet to a 3/4" I.D. iron pipe set at a corner of said 209.786 acre Tract One and at the southeast corner of said 0.646 acre tract (passing a 3/4" I.D. iron pipe set in the east right-of-way line of Demorest Road at 25.00 feet);

thence N 03° 12' 12" E along a west line of said 209.786 acre Tract One, along the east line of said 0.646 acre tract, along the east line of a 0.186 acre tract of land conveyed as Parcel 2 and along the east line of a 1.491 acre tract of land conveyed as Parcel 1, both to Richard E. & Theresa L. Mills, by deed of record in Official Record 29192, Page I 20 a distance of 451.21 feet to a 1/2" square solid found at a corner of said 209.786 acre Tract One and at the northeast corner of said 1.491 acre tract;

thence N 87° 43' 41" W along a south line of said 209.786 acre Tract One and along a portion of the north line of said 1.491 acre tract a distance of 100.01 feet to a 3/4" I.D. iron pipe set at a southwest corner of said 209.786 acre Tract One and at the southeast corner of a 1.032 acre tract of land conveyed as Parcel 1 to Columbus Baptist Association, Inc., Trustees, by deed of record in Official Record 9921, Page I 10;

thence N 03° 12' 12" E along a west line of said 209.786 acre Tract One, along the east line of said 1.032 acre Parcel 1 and along the east line of a 1.032 acre tract of land conveyed as Parcel 2 to Columbus Baptist Association, Inc., Trustees, by deed of record in Official Record 9921, Page I 10, a distance of 398.74 feet to a 3/4" I.D. iron pipe set at a corner of said 209.786 acre Tract One and at the northeast corner of said 1.032 acre Parcel 2;

thence N 87° 43' 41" W along a south line of said 209.786 acre Tract One and along the north line of said 1.032 acre tract Parcel 2 a distance of 224.68 feet to a MAG nail set in the centerline of Demorest Road and at a southwest corner of said 209.786 acre Tract One (passing a 3/4" I.D. iron pipe set in the east right-of-way line of Demorest Road at 199.68 feet);

thence N 03° 14' 39" E along the centerline of Demorest Road and along a west line of said 209.786 acre Tract One a distance of 100.00 feet to a MAG nail set at a northwest corner of said 209.786 acre Tract One and at the southwest corner of a 3.100 acre tract of land conveyed to Rebecca Williams, by deed of record in Instrument 200704180068160;

thence S 87° 43' 41" E along a north line of said 209.786 acre Tract One and along the south line of said 3.100 acre tract a distance of 224.60 feet to a point at a corner of said 209.786 acre Tract One and at the southeast corner of said 3.100 acre tract (passing a 3/4" I.D. iron pipe set in the east right-of-way line of Demorest Road at 25.00 feet and a large nail found on-line at 224.10 feet);

thence N 03° 12' 12" E along a west line of said 209.786 acre Tract One, along the east line of said 3.100 acre tract, along the east line of a 0.516 acre tract of land conveyed to Michael Gallai & Susan L. Lamarche, by deed of record in Instrument 200207170175383, along the east line of a 0.516 acre tract of land conveyed to Patrick T. & Roberta K. Abbott, by deed of record in Official Record 29160, Page D 08, and along the east line of a 0.517 acre tract of land conveyed to Erma Pache, by deed of record in Instrument 200101300018757 a distance of 902.53 feet to a 3/4" I.D. iron pipe set at a northwest corner of said 209.786 acre Tract One, at the northeast corner of said 0.517 acre tract, in the south line of said original 5 acre Tract Two, and in the south line of said 1.214 acre tract;

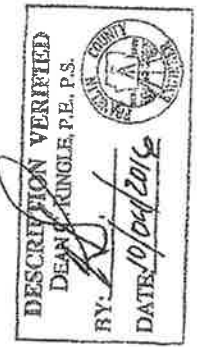
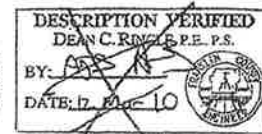
thence S 87° 48' 18" E along a north line of said 209.786 acre Tract One, along a portion of the south line of said original 5 acre Tract Two, and along a portion of the south line of said 1.214 acre tract a distance of 5.89 feet to a 3/4" I.D. iron pipe set at the southeast corner of said 1.214 acre tract;

thence N 03° 17' 25" E crossing a portion of said original 5 acre Tract Two and along the east line of said 1.214 acre tract a distance of 229.68 feet to the true place of beginning;

containing 212.706 acres of land more or less and being subject to all highways, easements and restrictions of record. Of said 212.706 acres; 0.053 acre is within P.N. 160-001593, 0.487 acre is within P.N. 160-000929, 3.029 acres are within P.N. 040-004259, 24.310 acres are within P.N. 040-004279, 0.515 acre is within P.N. 040-004278, 20.214 acres are within P.N. 040-004269, 39.199 acres are within P.N. 040-004270, 10.427 acres are within P.N. 040-004260, 27.946 acres are within P.N. 040-004273, 8.005 acres are within P.N. 040-004276, 3.425 acres are within P.N. 040-004263, 21.965 acres are within P.N. 040-004272, 29.168 acres are within P.N. 040-004271, 6.494 acres are within P.N. 040-000848, 1.240 acres are within P.N. 040-000719, 0.860 acre is within P.N. 040-000189, 0.413 acre is within P.N. 040-000246, 0.546 acre is within P.N. 040-000708, 1.486 acres are within P.N. 040-000715, 6.331 acres are within P.N. 040-000468, 0.348 acre is within P.N. 040-000911, 0.190 acre is within P.N. 040-000414, 0.122 acre is within P.N. 040-001196, 0.114 acre is within P.N. 040-000413, 0.121 acre is within P.N. 040-001056, 0.114 acre is within P.N. 040-001062, 0.243 acre is within P.N. 040-001031, 0.456 acre is within P.N. 040-000169, 0.176 acre is within P.N. 040-000454, 0.448 acre is within P.N. 040-000455, 0.361 acre is within P.N. 040-000453, 0.218 acre is within P.N. 040-000419, 0.399 acre is within P.N. 040-000269, 0.361 acre is within P.N. 040-000272, 0.181 acre is within P.N. 040-000273, 0.961 acre is within P.N. 040-005831, 0.384 acre is within P.N. 040-000106, 0.207 acre is within P.N. 040-000620, 0.148 acre is within P.N. 040-000619, 0.074 acre is within P.N. 040-003779, 0.074 acre is within P.N. 040-000618, 0.074 acre is within P.N. 040-003778, 0.074 acre is within P.N. 040-000617, 0.074 acre is within P.N. 040-003777, 0.075 acre is within P.N. 040-000547, 0.149 acre is within P.N. 040-000615, 0.149 acre is within P.N. 040-000614, 0.149 acre is within P.N. 040-000613 and 0.149 acre is within P.N. 040-000612.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc. Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey, under his supervision in August, 2009. All corners called out as set are 3/4" I.D. iron pipes, 30" in length and are set with a plastic cap stamped "BIRD & BULL, INC.". Basis of bearings is the centerline of Demorest Road, being N 03° 14' 39" E, between Franklin County Monuments FCGS 5131, FCGS 1236 and FCGS 1906, as shown on the Centerline Survey Plat, sheet 1 of 2 for Demorest Road and available from the Franklin County Engineer's Office.

Kevin L. Baxter
Kevin L. Baxter
Ohio Surveyor No. 7697



M-87	M-88	M-91	0-22	0-31-B	0-31-C
Allot (040) 189. 246. + 468	Allot (040) 106. 454, 164. 455, 269. 911, 272. 1031, 273. 1056, 413. 1062, 414. 1196 419. + 452. 5831	Allot (040) 547. 620. 612. 3777, 613. 3778, 614. + 615. 3779, 617. 618. 619.	Allot (040) 719 0-31 Allot (040) 708. 4254, 715. 4270 848. + 4276	Allot (040) 4260 4269, 4273, + 4278 + 4279	Allot (040) 929 + 1593
0-31-D Allot (040) 4263. 4271 + 4272					

C-24-18
Exhibit "A"

ZONING TEXT
BEULAH PARK

Grove City, Ohio

DATE SUBMITTED: MARCH 14, 2018

AS REVISED: MAY 2, 2018

CURRENT ZONING: SD-3, RECREATIONAL FACILITIES
IND-2, HEAVY INDUSTRY
R-2, SINGLE-FAMILY RESIDENTIAL

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

Property Owner & Applicant:

GC Beulah Park Investments, LLC
250 E. Broad St., Suite 1100
Columbus, OH 43215

Authorized Representative:

Donald Plank, Plank Law Firm, LPA
411 E. Town St., FL 2
Columbus, OH 43215

I. PROPERTY

The property ("Property") consists of approximately 212+ acres south of Southwest Boulevard, east of Demorest Road, north and west of the Beulah Subdivision, and approximately 720 feet west of Broadway as further described on the attached legal description (Exhibit A) and Survey (Exhibit B) (hereinafter sometimes referred to as "Beulah Park") and as generally depicted on the Beulah Park Subarea Plan dated April 18, 2018 (the "Subarea Plan").

II. INTRODUCTION

Beulah Park opened in 1923 as Ohio's first thoroughbred racetrack, offering live thoroughbred racing from October through early May. The site was also home to a number of community events, drawing individuals from across the region. In 2012, Penn National Gaming, Inc. announced that Beulah Park's racing license would be relocated to northeast Ohio and the last race was run in Beulah Park on May 3, 2014. The relocation of the racing operation left the 213 acre Beulah Park site vacant and ripe for redevelopment.

Given the historic significance of the Beulah Park site and its proximity to the City's Historic Town Center and other existing residences and developments in Grove City, the integration of the site into the existing fabric of the community is of utmost importance. The Property will be designed as a master planned community to be developed around a community park. The overall design of the site and development within each subarea will be in conformance with the principles contained within the 2013 Beulah Park Conceptual Framework.

III. GENERAL PROVISIONS

- A. The provisions of the Codified Ordinances of Grove City (the "Code") shall apply only to the extent not otherwise addressed in this Zoning Text. The provisions of this Zoning Text and the Code shall apply unless otherwise modified by Grove City Council (the "Council") through the Development Plan for each Subarea.
- B. For the purposes of this Zoning 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 singular the plural. The word "shall" is intended to be mandatory; "occupied" or "used" shall be considered as though followed by the words "or intended, arranged or designed to be used or occupied". In case of any conflict between this Zoning Text and the Code, this Zoning Text shall control.
- C. All provisions of this Zoning Text are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section or other provision is invalid or that the application of any part of the provision is invalid, the remaining provisions and the application of those provisions shall not be deemed affected by that decision.
- D. Any use not permitted herein shall be considered prohibited, except that a use may be permitted if approved by City Council as part of the Development Plans.
- E. The development of the Property shall generally contribute to the following principles contained in the 2013 Beulah Park Conceptual Framework.
 - 1. Development on the site highlights the historic significance of Beulah Park.
 - 2. Beulah Park serves as a community gathering place.
 - 3. Connectivity is promoted on the site to improve the function of the street network and provide more opportunities to walk and bike.

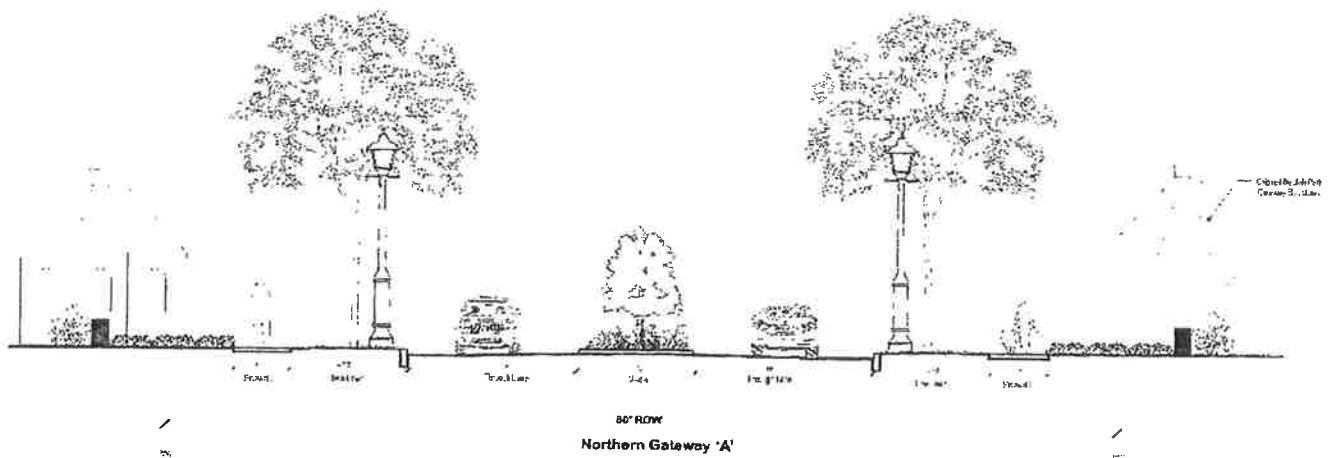
4. Quality design is emphasized for all uses to create an attractive and distinctive public and private realm, appropriate with the character of adjacent uses.
 5. Development provides the City with a net fiscal benefit.
- F. Deviations from the standards and requirements set forth herein as well as the Zoning Code, Stream Corridor Protection Policy, and Standard Drawings may be approved by City Council through the Development Plan, if/when they are consistent and harmonious with the overall intent of the development and do not diminish, detract or weaken the overall compatibility between uses or integrity of proposed construction improvements within or in proximity of the Property.
 - G. The roadway designs, entrance features, applicant's/property owner's improvements to publicly owned open space shall be the subject of Development Plan approvals, separate and apart from individual Subarea Development Plan approvals.
 - H. As used herein, the term "four-sided architecture" shall mean: using the same material on the sides and back of a building as those materials used on the building's front façade.
 - I. The Development Department shall make the determination whether a design or development standard change or modification is "substantial," requiring a filing of an application for a modification to the approved Development Plan.

IV. GENERAL DEVELOPMENT STANDARDS

A. ROADWAY NETWORK AND ACCESS

1. Roadways shall be integrated and tied into the surrounding existing public road network as set forth on the Subarea Plan.
 - a) Roadways will be designed in a manner to balance the movement of vehicular and non-vehicular traffic, providing a pedestrian-oriented environment while providing on-street parking for area residents and park patrons. Measures including, but not limited to, narrowed roadways, bump-outs, on-street parking, roundabouts, raised intersections or speed tables, and center islands may be utilized throughout the site, to be detailed in the Development Plan and subsequent Engineering Plans.
 - b) Public roadways shall have minimum five-foot-wide sidewalks on both sides of streets. Eight-foot-wide asphalt multi-use paths may replace sidewalks as depicted on the Subarea Plan.
2. Access points to public roadways shall generally be located as shown on the Subarea Plan and as otherwise approved by the City. Primary access points to the Property from the existing roadway network shall be installed as shown on the Subarea Plan.
 - a) Southwest Boulevard: Two public roadways will provide full-service access to the Property from Southwest Boulevard. Additional curb cuts shall be permitted from Southwest Boulevard to access sites in Subarea A, as summarized under Section V.A.2.a).
 - b) Demorest Road: Two public roadways will provide full service access to the Property from Demorest Road, one aligning with the entrance to Breck Community Park.
 - c) Columbus Street (extension): Columbus Street shall be extended from west of the railroad tracks at the Property's southeast corner, into and through the Property.
 - d) Park Street (extension): Park Street shall be extended through the Property to the west.

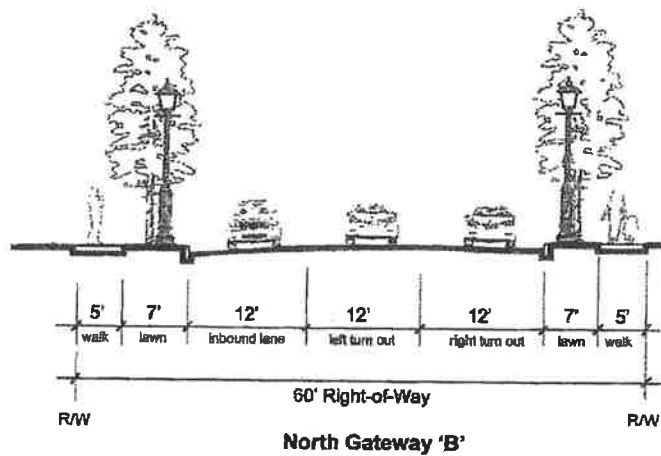
- e) Lincoln Avenue: Lincoln Avenue shall be extended to the north and east, to connect to the Columbus Street extension.
 - f) Elm Street (extension): Elm Street shall be extended from its current intersection with Park Street to the north, into and through the Property.
3. Pedestrian and bike connectivity shall be integrated throughout the site and along Southwest Boulevard.
 4. Curb cut spacing, dimensioning and related requirements along all public streets shall be approved as part of the Development Plans.
 5. Roadways in the development shall be designed according to the standards below or as modified in the Development Plan¹. Road types are referenced on the Subarea Plan. For all road types shown, sidewalks may be replaced with multi-use paths, where appropriate, as shown on the Subarea Plan. Bump-outs or pinch-points shall be installed to designate on-street parking areas and provide pinch-points within the roadway network to narrow the roadway to calm vehicular traffic and create safer pedestrian crossings. All roadways shall incorporate the City's standard curb and gutter per Standard Drawing C-GC-57A.
- a) North Gateway 'A'
 - i. 80-foot right-of-way
 - ii. Connections with Southwest Boulevard shall be verified with traffic study (e.g. turn lanes, median, etc.)
 - iii. 12-foot landscape median
 - iv. 14 feet on each side for tree lawns, sidewalks, and planting beds



- b) North Gateway 'B'
 - i. 80-foot right-of-way
 - ii. Connections with Southwest Boulevard shall be verified with traffic study (e.g. turn lanes, median, etc.)

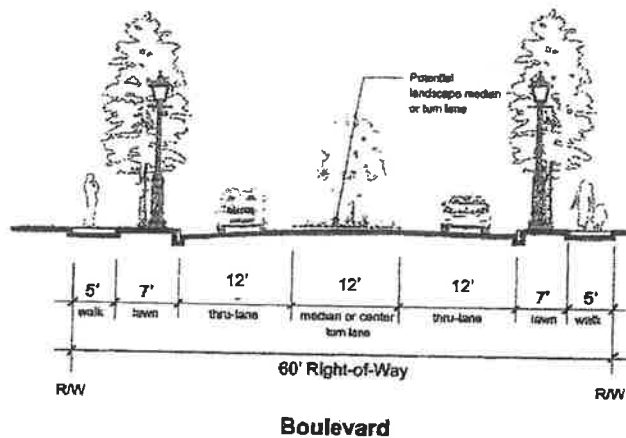
¹ The roadway cross-sections shown below are provided for illustrative purposes only. The design of all roadways shall be approved as part of the Development Plan Process.

- iii. 12-foot center turn lane and/or landscape median
- iv. 12 feet on each side for tree lawns, sidewalks, and planting beds



c) Boulevard

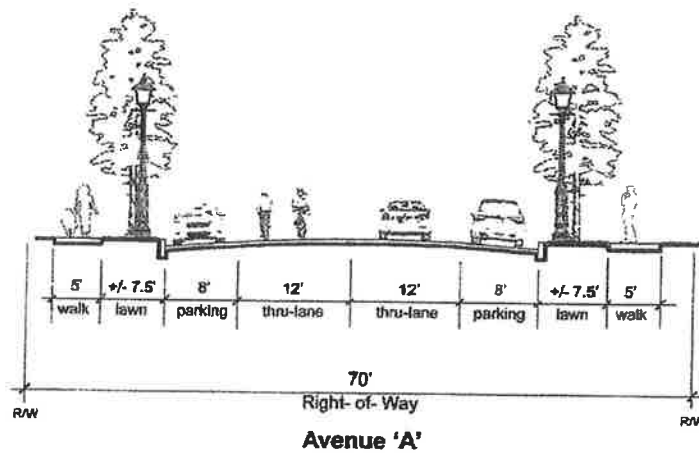
- i. 60-foot' right of way
- ii. 12 feet minimum on each side for tree lawns and sidewalks
- iii. 12-foot paved lanes
- iv. 12-foot landscaped median and/or turn lane
- v. No on-street parking



d) Avenue 'A'

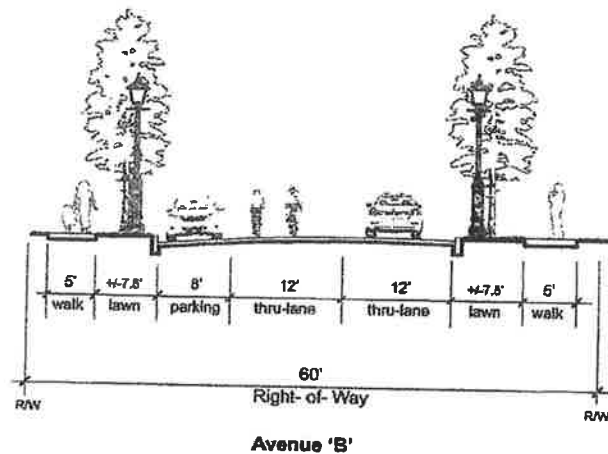
- i. 70-foot right of way
- ii. 12.5 feet minimum on each side for tree lawns, sidewalks, and multi-use paths
- iii. 12-foot paved lanes
- iv. On-street parking on both sides of street, with curb extensions (bump-outs) at intersections or mid-block

- v. In addition to the curb extensions, Park Street shall incorporate traffic circles to further calm traffic



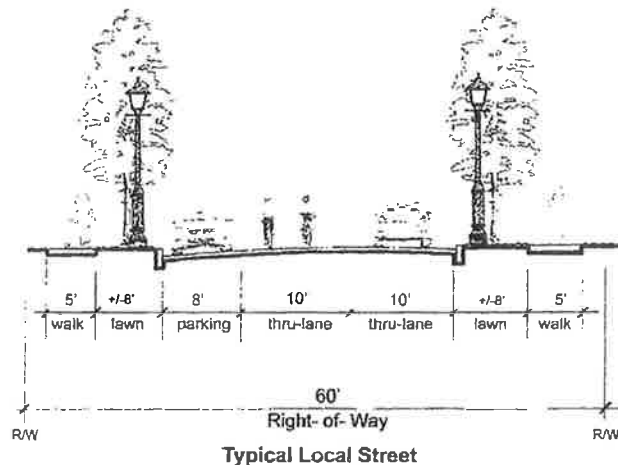
e) Avenue 'B'

- i. 60-foot right of way
- ii. 12.5 feet minimum on each side for tree lawns, sidewalks, and multi-use paths
- iii. 12-foot paved lanes
- iv. On-street parking on park side of street, with curb extensions (bump-outs) at intersections or mid-block



f) Local

- i. 60-foot right of way
- ii. 10-foot paved lanes
- iii. On-street parking on one side of street
- iv. 12.5 feet minimum on each side for tree lawns, sidewalks, and multi-use paths



g) Private Streets

- i. Private streets shall be permitted to deviate from the public roadway standards as part of the Development Plan for the applicable subarea.

h) Alleys

- i. Alleys in residential areas shall be either public or private roadways subject to the approval of City Council. Public alleys shall be a minimum 16 feet wide for two-way traffic, constructed per the City's Standard Drawing C-GC-91. Alleys shall be a minimum of 12 feet wide for one-way traffic.

i) Driveways

- i. The parking or storage of boats, trailers, or recreational vehicles in a driveway within the Beulah Park development shall be prohibited.

B. LANDSCAPING, ENTRANCE FEATURES AND PUBLIC ART

1. A street tree planting program shall be established along both sides of public roadways providing tree spacing to be approved as part of the Development Plans. Street trees shall vary to encourage bio-diversity and reduce risk of disease and loss, and shall be maintained by the Community Authority or Homeowners' Association/Condominium Association for the subarea containing or adjacent to the street tree(s).
2. Entry/monument signs shall be set in irrigated landscaped areas at locations approved on the Development Plan for the respective subarea.
3. Entrance features will be located at all the intersections of all public roadway entrances into the site from Southwest Boulevard, Demorest Road, and Columbus Street. Entrance features shall include stone and decorative fencing as well as monuments related to the historical nature of the Property as approved on the Development Plan. Entrance feature(s) may include signage if approved as part of the Development Plan.
4. Entrance feature(s) at the Columbus Street entrance to the site shall include enhancements in addition to the requirements noted above in Section IV.B.3.
5. Equestrian-themed public art and monuments shall be integrated throughout the Property.

6. The existing Beulah Park gatehouses and stone walls at the Southwest Boulevard entrance shall be preserved or their character replicated as part of the entrance feature to the Property from Southwest Boulevard as approved on the Development Plan.

C. LIGHTING

1. Street light fixtures to be located within the right-of-way of public roadways shall match the character of "period gas lighting fixtures" utilized in the Town Center.
2. All other public street lights shall be mounted on decorative poles that are architecturally compatible with the area lighting and have a pedestrian scale.

D. SCREENING

1. Screening from uncomplimentary land uses or for other purposes shall be accomplished primarily through fencing, landscaping, and mounding as approved on the Development Plans. Except for Subareas A, F, and I, privacy fences shall be prohibited unless otherwise permitted as part of the Development Plan.

E. SINGLE-FAMILY HOMES (SUBAREAS C, D, AND E)

1. The front façade and the sides of homes shall have no exposed concrete block or poured concrete.
2. Except as provided in Section V.C.2.c)iii. below, home models shall be approved as part of the Development Plan.
3. Above-ground pools shall be prohibited.
4. All homes shall have a two-car garage unless otherwise approved as part of the Development Plan.

V. SUBAREA USE REGULATIONS AND DEVELOPMENT STANDARDS

A. SUBAREA A

1. Permitted Uses

- a) Research and development uses including research related to product development in conjunction with testing, laboratory, and minor fabricating and assembly operations
- b) Business services including, but not limited to, duplicating, addressing, blueprinting or photocopying, stenographic, mailing and advertising, business machine service and repair, and communications operations including, service and repair operation
- c) Administrative, professional, business and flex offices, and institutional uses including, but not limited to, medical and medical-related activities, legal services, financial and banking services, engineering and architectural services, accounting, auditing and other bookkeeping services, and other similar uses
- d) Those uses permitted in the C-1 Service Commercial District
- e) Other uses as approved by City Council
- f) Outside storage of materials shall be prohibited

2. General Development Standards

a) Access

- i. To limit the number of curb cuts on Southwest Boulevard, all lots within Subarea A shall utilize shared access points, unless otherwise approved as part of the

Development Plan. Additional points of access to the subarea may be permitted from Street 'A' and Street 'E' on the Subarea Plan.

- (a) A maximum of two full-access curb cuts may be allowed on Southwest Boulevard to service the 12.37-acre area between Street 'A' and Street 'E'. Any access point along Road 'E' between the roundabout and Southwest Boulevard shall be limited to a right-in/right-out movement unless otherwise justified by traffic study. Operation of roundabout, signalized intersection, and Southwest Boulevard will need to take precedent when evaluating access locations and configuration.
- (b) Access for the 4.62-acre area east of Street 'A' may be facilitated by a right-in/right-out access on Southwest Boulevard and with a full-access curb cut off of Street 'A' integrated with the Street 'D' intersection.
- (c) All access points shall meet the driveway spacing requirements of the City's Code. Access locations shall be evaluated in conjunction with the Traffic Impact Study and in conjunction with future lane configuration on Southwest Boulevard (e.g. turn lanes) and approved by the City.

b) Lot Requirements and Setbacks

	Front	Side	Rear
Building Setback	30'	10'	50'
Parking and Drive Aisle Setback	30'	7.5'	25'
Truck Parking, Loading, and Drive Aisle Setback	50'	25'	100'

- i. 1.5 acre minimum lot size
- ii. 6.0 acre maximum lot size unless otherwise approved by City Council
- iii. 85% maximum lot coverage for all impervious areas

c) Parking Requirements

- i. Parking spaces shall be a minimum of nine feet in width and 18 feet in length.
- ii. A minimum of one parking space shall be provided for every 300 square feet of building area. Deviations may be granted to this requirement as part of the Development Plan.
- iii. A maximum of one parking space shall be provided for every 75 square feet of building area. Deviations may be granted to this requirement as part of the Development Plan.
- iv. All loading areas and delivery doors shall be at the rear or side of buildings.
- v. The parking of semi-truck cabs and/or trailers shall be prohibited.

d) Screening

- i. Landscape screening shall be installed adjacent to residential properties. Screening shall be in the form of a continuous 80% landscape hedge, fence, wall, or earthen mound, or a combination thereof.
- ii. Service courts, waste and refuse areas, ground and roof-mounted mechanical and electrical equipment shall be screened from view from all public streets and adjacent residential uses in their entirety by mounding, landscaping, and/or walls.

Screening shall be at least six inches taller than the height of any containers or equipment that may be in these areas and shall have the same or complementary material as the building exterior.

- iii. All roof-mounted service/mechanical equipment shall be fully screened on all four sides, with a height to exceed the installed equipment by raising the parapet around the top of the building. Screening design and material shall be architecturally compatible with the remainder of the building.

e) Building Requirements

- i. Maximum building square footage of 35,000 square feet, unless otherwise permitted as part of the Development Plan
- ii. 35-foot maximum height

f) Landscaping

- i. Landscaping shall be installed for all parking and vehicular-use areas as noted below.
 - (a) Along Southwest Boulevard: A continuous three-foot-height-minimum earthen mound with one 2.5-inch-minimum-caliper tree planted for each 40 linear feet of parking lot frontage. Additional planting beds containing annual and/or perennial flowers to increase the aesthetic appeal of the site(s) from Southwest Boulevard shall be installed and will be approved as part of the Development Plan for individual sites.
 - (b) Along other public rights-of-way: A continuous three-foot-height-minimum evergreen hedge with one 2.5-inch-minimum-caliper tree planted for each 40 linear feet of parking lot frontage.
 - (c) Within all parking lots and vehicular-use areas: Landscape islands and peninsulas shall be installed according to the Code requirements for "Interior Vehicular-Use Areas."
- ii. Landscape areas shall be installed adjacent to buildings, based on the building perimeter noted below. Combining the planting areas noted below is acceptable, provided that combined planting areas are visible from public rights-of-way.
 - (a) One tree shall be planted for every 50 linear feet of building perimeter. Trees shall be 2.5-inch-minimum-caliper at installation.
 - (b) A minimum of 30 square feet of landscape areas containing shrubs, ground cover, or other ornamental plantings are required for each 50 linear feet of building perimeter. Plantings are to be 24-inches-minimum and five-foot-maximum spacing at installation.

B. SUBAREA B

The character of development in this subarea should be compatible with the Town Center to create an effective transition between these two unique areas.

1. Permitted Uses

- a) Specialty retail, commercial establishments, and boutiques
- b) Specialty food stores
- c) Restaurants or taverns with no drive-in or drive-thru facilities

- d) Home furnishings, home improvement, and miscellaneous material and equipment stores which operate entirely within principle structures and require no outside storage of products or materials
- e) Personal services, performed for persons or their apparel
- f) Financial establishments with no drive-in or drive-thru facilities
- g) Business and administrative offices and professional associations, including buildings with multiple tenants

2. General Development Standards

a) Lot Requirements

- i. No front, side, or rear building setback requirements where adjacent to non-residential districts. When parking is provided on-site, parking lots shall be located behind the primary structure, utilizing shared access drives and curb cuts with adjacent developments whenever feasible to do so. Parking is not required on site, provided that the applicant provides evidence of the long-term availability of sufficient public parking off-site.
- ii. When adjacent to residential districts, building and parking lot setback requirements will be approved with the Development Plan for the site. Parking lots are to be designed to reduce the impact on nearby residences.

b) Building Requirements

- i. Building architecture and building materials shall be compatible with existing structures within the Town Center.
- ii. Buildings are to be oriented to the street with minimum setbacks to create a pedestrian-oriented streetscape.
- iii. 50 feet maximum building height

C. SUBAREA C

1. Permitted Uses

a) Primary Uses

- i. Single-family dwellings

b) Accessory Uses

- i. Apartments over attached or detached garages, on properties with a primary, single-family home, fronting on Streets 'B' and 'C'
- ii. Accessory uses as permitted in the Code in residential districts

2. General Development Standards

a) Density

- i. 5.0 dwelling units per acre maximum density

b) Area Requirements

- i. Homes fronting on Streets 'B' and 'C' shall be accessed from rear alleys with no direct access or curb cuts permitted from public (non-alley) roadways.
- ii. Maximum front setback for homes served by alleys shall be 18 feet, including porches.

- iii. Minimum front setback for homes served by alleys shall be 12.5 feet, including porches.
- iv. Minimum front setback shall be 20 feet for homes with driveways accessed from public streets and not rear alleys.
- v. Front porches for homes with driveways accessing the street may encroach up to five feet into the building setback.
- vi. Minimum rear setback shall be 10 feet.
- vii. Minimum side setback shall be five feet. House projections such as bay windows, chimneys, and roof overhangs may encroach into the setback area.
- viii. Minimum lot width shall be 50 feet for interior lots.
- ix. Minimum lot width shall be 65 feet for corner lots.
- x. Irregular lot shapes and configurations shall be avoided.

c) Building Requirements

- i. All homes fronting streets 'B' and 'C' shall have front porches a minimum of five feet by eight feet in area.
- ii. All home/units shall be modern adaptations of Farmhouse, Cottage, and Craftsman styled homes, utilizing four-sided architecture. Exterior finishes shall consist of wood, brick, stone, cast stone, cement board or similar siding (i.e. Hardiplank), vinyl siding (0.044-inch thickness or greater), or a combination thereof.
- iii. All homes fronting Streets 'B' and 'C' shall be approved by a five-member architectural review committee, one member of which shall be a person appointed by the Mayor. Approval of such houses shall be based on architectural design guidelines which shall include the following trim elements which shall be wood or composite material (i.e. cement board):
 - (a) Fascias of one inch by eight inches or larger – painted
 - (b) Frieze boards of one inch by four inches or larger – painted
 - (c) Gable rake boards of one inch by eight inches or larger – painted
 - (d) Gable barge boards of one inch by six inches or larger – painted
 - (e) Window trim of one inch by four inches or larger – painted
 - (f) Columns or similar details shall be painted natural or composite materials but not vinyl or aluminum
- iv. Homes shall be a minimum of 2,000 square feet in size. Minimum square footage shall include only livable area, excluding garages and basements.
- v. All homes fronting on Streets 'B' and 'C' shall be two stories. All other homes within the subarea shall be a minimum of 1.5 stories. Maximum building height of all homes shall be 40' measured to the mid-point of the roof. The first floor shall have an elevation of 24 inches minimum above the finish grade, measured at the highest point of the grade at the house. The first-floor walls shall have nominal ceiling heights between eight and 10 feet. All houses fronting streets 'B' and 'C' shall have roof pitches of 7/12 minimum. Porch roofs may be of any pitch.
- vi. Garage door opening(s) facing a public roadway shall not exceed 45% of the width of the house façade, including the garage.

- vii. All homes fronting on Streets 'B' and 'C' shall have garages accessed off rear alleyways. Detached garages shall utilize similar materials and reflect comparable architecture with the primary structure with a maximum height, measured to the ridge, of 40 feet. Roof pitches shall be a minimum of 7/12. All other garages in Subarea C shall be a maximum of 22 feet in height, measured to the ridge of the garage.
- viii. 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 or similar 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 final approval as to whether a change is "substantial."

D. SUBAREA D

1. Permitted Uses

- a) Single-family dwellings
- b) Schools limited to Kindergarten through the Eighth Grade
- c) Accessory Uses as permitted in the Code for residential districts

2. General Development Standards

a) Density

- i. 5.5 dwelling units per acre maximum density

b) Area Requirements

- i. Maximum lot width shall be 75 feet, excluding corner lots.
- ii. Minimum lot width shall be 50 feet.
- iii. Irregular lot shapes and configurations shall be avoided.
- iv. Minimum front setback shall be 20 feet.
- v. Minimum side setback shall be five feet. House projections such as bay windows, chimneys, and roof overhangs may encroach into the setback area.
- vi. Front porches may encroach up to five feet into the building setback.
- vii. Minimum rear setback shall be 10 feet.

c) Building Requirements

- i. All homes shall have front porches.
- ii. All homes shall be modern adaptations of Farmhouse, Cottage, and Craftsman styled homes, utilizing four-sided architecture. Exterior finishes shall consist of wood, brick, stone, cast stone, cement board or similar siding (i.e. Hardiplank), vinyl siding (0.044-inch thickness or greater), or a combination thereof.
- iii. Homes shall be a minimum of 1,800 square feet. Minimum square footage shall include only livable area, excluding garages and basements.
- iv. 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 or similar 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 final approval as to whether a change is "substantial."

- v. Garage door opening(s) facing a public street shall not exceed 45% of the width of the house façade, including the garage.
- vi. Lots backing to rear alleys shall have garages accessed off rear alleyways. Detached garages should utilize the same materials and reflect comparable architecture as the primary structure.

E. SUBAREA E

1. Permitted Uses

a) Primary Uses

- i. Single-family dwellings

b) Accessory Uses as permitted in the Code in residential districts

2. General Development Standards

a) Density

- i. 5.5 dwelling units per acre maximum density

b) Area Requirements

- i. Maximum lot width shall be 75 feet, excluding corner lots.
- ii. Minimum lot width shall be 50 feet.
- iii. Irregular lot shapes and configurations shall be avoided.
- iv. Minimum front setback shall be 20 feet.
- v. Minimum side setback shall be five feet. House projection such as bay windows, chimneys and roof overhangs may encroach into the setback area.
- vi. Front porches may encroach up to five feet into the building setback.
- vii. Minimum rear setback shall be 10 feet.

c) Building Requirements

- i. All homes shall have porches.
- ii. All home/units shall be modern adaptations of Farmhouse, Cottage, and Craftsman styled homes, utilizing four-sided architecture. Exterior finishes shall consist of wood, brick, stone, cast stone, cement board or similar siding (i.e. Hardiplank), vinyl siding (0.044-inch thickness or greater), or a combination thereof.
- iii. Homes shall be a minimum of 1,800 square feet. Minimum square footage shall include only livable area, excluding garages and basements.
- iv. 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 or similar 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 make the determination of whether a change or other modification(s) as noted above is "substantial."

- v. Sixty percent of all homes facing Street 'F' shall have side-loaded garages. Garage door opening(s) facing public Street 'F' shall not exceed 45% of the width of the house façade, including the garage, and shall set back a minimum of two feet from the primary building façade.
- vi. For all other homes in Subarea E, garage door opening(s) facing a public street shall not exceed 45% of the width of the house façade, including the garage.
- vii. Lots backing to rear alleys shall have garages accessed off rear alleyways. Detached garages should utilize the same materials and reflect comparable architecture as the primary structure.

F. SUBAREA F

1. Permitted Uses

- a) Detached and attached condominium dwellings
- b) Support facilities and accessory uses such as clubhouse, pool and other common amenities

2. General Development Standards

a) Density

- i. 6.0 dwelling units per acre maximum density

b) Setbacks

- i. Twenty feet minimum building and parking setback from property lines, where adjacent to single-family residential subareas.
- ii. Ten feet minimum between buildings.
- iii. Twenty feet minimum front building setbacks for all structures measured from the back of curb of private streets.

c) Building Requirements

- i. All condominium unit dwellings shall have a two-car garage.
- ii. Condominium units adjacent to or directly across the street from each other shall have either a different floor plan, elevation, color, or contain other unique architectural details.
- iii. The rear of any condominium unit located directly adjacent to a public roadway shall feature enhanced exterior aesthetic improvements as approved on the Development Plan.
- iv. Homes/units along Street 'A' shall be accessed from roadways within the subarea, with no direct access or curb cuts permitted from Street 'A' for individual units.
- v. The minimum living area (finished space) of each condominium unit shall be 1,400 square feet. Minimum square footage shall include only livable area, excluding garages and basements.

d) Streets

- i. All streets within the subarea shall be privately owned and maintained by a Condominium Association.
- ii. All streets shall be a minimum of 24 feet in width, measured from back of curb.

- iii. Street composition and other standards shall be permitted to deviate from public roadway standards. Such deviations shall be approved as part of the Development Plan.
- iv. Decorative fencing and/or additional landscape improvements shall be installed along the development's frontage on Street 'A' as approved as part of the Development Plan.

G. SUBAREA G

1. Permitted Uses

- a) Multi-family townhomes

2. General Development Standards

a) Density

- i. 15.0 dwelling units per acre maximum density

b) Site Configuration

- i. The configuration of the site and design, scale, and orientation of all buildings within the subarea shall appropriately integrate into the context of the existing neighborhood. The appropriateness of the site design shall be approved as part of the Development Plan.

c) Setbacks

- i. Fifteen feet minimum side yard setback and 15 feet between buildings.
- ii. Twenty feet maximum front building setback for buildings in Subarea G north of Open Space/Park 'P2'.

d) Building Requirements

- i. Dwellings should be oriented to face the public open space with no parking permitted between the front building setback and open space. The design, scale, and orientation of all buildings within the subarea shall appropriately integrate into the context of the existing neighborhood. The appropriateness of the building design shall be approved as part of the Development Plan.
- ii. All units shall have entrances on the ground floor or be accessed from a ground-floor staircase leading to a small front porch.
- iii. All buildings have a maximum height of three stories, except any portion of a building within 125 feet from any existing single-family zoned and occupied property line shall not exceed two-and-one-half stories.
- iv. Exterior finishes shall consist of brick, stone, cast stone, cement board siding, vinyl siding (0.044-inch thickness or greater), or a combination thereof. No more than 70% of any exterior building elevation fronting on a public right-of-way shall be finished with vinyl siding.
- v. Accessory structures including maintenance structures, garages, dumpster enclosures, and other community facilities shall be designed and finished with the same level of architectural detail and treatment as primary buildings.

e) Parking Requirements

- i. One off-street parking space shall be provided for each bedroom. Additional guest parking shall be provided in a mix of off-street and on-street spaces.

H. SUBAREA H

1. Permitted Uses

- a) Multi-family dwellings
- b) Private support facilities and accessory uses such as leasing office, clubhouse, pool, and other indoor and outdoor activity areas limited to the use by residents and their guests

2. General Development Standards

a) Density

- i. 17.25 dwelling units per acre maximum density

b) Setbacks

- i. Fifteen feet minimum side yard building setback and 15 feet between buildings.
- ii. Thirty feet minimum rear building setback, except accessory structures, shall have a 15 foot rear setback.

c) Buffer yard

- i. Landscape screening shall be installed to reduce visibility and noise from the railroad along the east property line, as approved on the Development Plan.
- ii. Landscape screening shall be installed along the northern edge of the subarea to screen from the industrial properties to the north, as approved on the Development Plan.
- iii. Decorative fencing and additional landscape improvements shall be installed along the development's frontage on Street 'A', as approved as part of the Development Plan.

d) Building Requirements

- i. Fifty feet maximum building height.
- ii. No unit entrances shall be below ground.
- iii. All buildings shall feature articulated building elements such as porticos, dormers, balconies, recesses, awnings, or similar elements to break up the building mass.
- iv. Exterior finishes shall consist of brick, stone, cast stone, cement board siding, vinyl siding, or a combination thereof. No more than 50% of any exterior building elevation fronting on a public right-of-way shall be finished with vinyl siding (0.044-inch thickness or greater).
- v. Fencing and railings shall be approved as part of the Development Plan.
- vi. Accessory structures including maintenance structures, garages, dumpster enclosures, and other community facilities shall be designed and finished with the same level of architectural detail and treatment as primary buildings.

e) Streets

- i. All driveways within the subarea shall be privately owned and maintained.
- ii. All driveways and drive aisles shall be a minimum of 22 feet in width.
- iii. Driveway composition and other standards may be permitted to deviate from public roadway standards. Such deviations shall be approved as part of the Development Plan.

I. SUBAREA I

1. Permitted Uses

- a) Assisted Living
- b) Independent Living
- c) Memory Care
- d) Private support facilities and amenities including dining venues, indoor and outdoor activity areas, and shops limited to the use of residents and their guests
- e) Nursing Home
- f) Detached and attached condominium dwellings
- g) Support facilities and accessory uses such as clubhouse, pool, and other common amenities associated with a residential condominium development
- h) Administrative, professional and business offices, and institutional uses
- i) Outside storage of materials shall be prohibited

2. General Development Standards

a) Access

- i. No direct access shall be granted off Southwest Boulevard.

b) Landscaping

- i. Along Southwest Boulevard: A continuous three-foot-height-minimum earthen mound with one 2.5-inch-minimum-caliper tree planted for each 35 linear feet of parking lot frontage. Trees may be grouped. Additional planting beds containing annual and/or perennial flowers to increase the aesthetic appeal of the frontage is encouraged and will be approved as part of the Development Plan for individual sites.
- ii. Along the western boundary adjacent to existing homes on Demorest Road, a landscape screen shall be installed in the form of a continuous 80% landscape hedge, fence, wall, or a combination thereof, or as approved on the Development Plan.

3. Institutional Uses

The following development standards shall apply to those uses set forth in 1.a), b), c), d), and e) of this Section J:

a) Setbacks

	Front (Southwest Blvd Frontage)	Front (Streets E/F Frontage)	Side/Rear (Adjacent to Residential Properties)
Building Setback	50'	50'	35'
Parking and Drive Aisle Setback	30'	20'	50'

b) Building Requirements

- i. All buildings shall feature four-sided architecture.
- ii. Garages or other covered parking structures shall feature similar architectural details as utilized on the primary structure(s).
- iii. Fifty-five (55) feet maximum building height.

c) Parking Requirements

- i. Independent or Assisted Living Facilities: 0.5 parking space shall be required for every bedroom, plus one space for each employee during peak shift.
- ii. Memory Care: One parking space shall be required for every three beds, plus one space per 200 square feet of administrative and staff work area.

d) Landscaping

- i. Landscaping shall be installed for all parking and vehicular-use areas as noted below.
 - (a) Along Streets 'E' and 'F': A continuous three-foot-height-minimum evergreen hedge with one 2.5-inch-minimum-caliper tree planted for each 35 linear feet of parking lot frontage. Trees may be grouped.
 - (b) Within all parking lots and vehicular use areas: Landscape islands and peninsulas shall be installed according to the current code requirements for "Interior Vehicular-Use Areas."

4. **Condominium Dwellings**

The following development standards shall apply to those uses set forth in 1.f) and g) of this Section J:

a) Density

- i. 6.0 dwelling units per acre maximum density

b) Setbacks

- i. Twenty feet minimum building and parking setback from property lines where adjacent to single-family residential subareas.
- ii. Ten feet minimum between buildings.
- iii. Twenty feet minimum front building setbacks for all structures measured from the back of curb of private streets.

c) Building Requirements

- i. All condominium unit dwellings shall have a two-car garage.
- ii. Condominium units adjacent to or directly across the street from each other shall have either a different floor plan, elevation, color, or contain other unique architectural details.
- iii. The rear of any condominium unit located directly adjacent to a public roadway shall feature enhanced exterior aesthetic improvements as approved on the Development Plan.
- iv. The minimum living area (finished space) of each condominium unit shall be 1,400 square feet. Minimum square footage shall include only livable area, excluding garages and basements.

d) Streets

- i. All streets within the subarea shall be privately owned and maintained by a Condominium Association.
- ii. All streets shall be a minimum of 24 feet in width measured from back of curb.
- iii. Street composition and other standards shall be permitted to deviate from public roadway standards. Such deviations shall be approved as part of the Development Plan.
- iv. Decorative fencing and additional landscape improvements shall be installed along the development's frontage on Streets 'E' and 'F' as approved as part of the Development Plan.

5. Offices and Other Similar Uses

The following development standards shall apply to those uses set forth in 1.h) of this Section J:

a) Setbacks

	Front (Southwest Blvd Frontage)	Front (Streets E/F Frontage)	Side/Rear (Adjacent to Residential Properties)
Building Setback	50'	50'	50'
Parking and Drive Aisle Setback	30'	20'	50' with mounding, landscaping, or a combination thereof

f) Parking Requirements

- i. Parking spaces shall be a minimum of nine feet in width and 18 feet in length.
- ii. A minimum of one parking space shall be provided for every 300 square feet of building area. Deviations may be granted to this requirement as part of the Development Plan.
- iii. A maximum of one parking space shall be provided for every 75 square feet of building area. Deviations may be granted to this requirement as part of the Development Plan.

g) Screening

- i. Landscape screening shall be installed adjacent to residential properties. Screening shall be in the form of a continuous 80% landscape hedge, fence, wall, earthen mound, or a combination thereof.
- ii. Service courts, waste and refuse areas, and ground and roof-mounted mechanical and electrical equipment shall be screened from view from all public streets and adjacent residential uses in their entirety by mounding, landscaping, and/or walls. Screening shall be at least six inches taller than the height of any containers or equipment that may be in these areas, and shall have the same or complementary material as the building exterior.
- iii. All roof-mounted service/mechanical equipment shall be fully screened on all four sides, with a height to exceed the installed equipment by raising the parapet around the top of the building. Screening design and material shall be architecturally compatible with the remainder of the building.

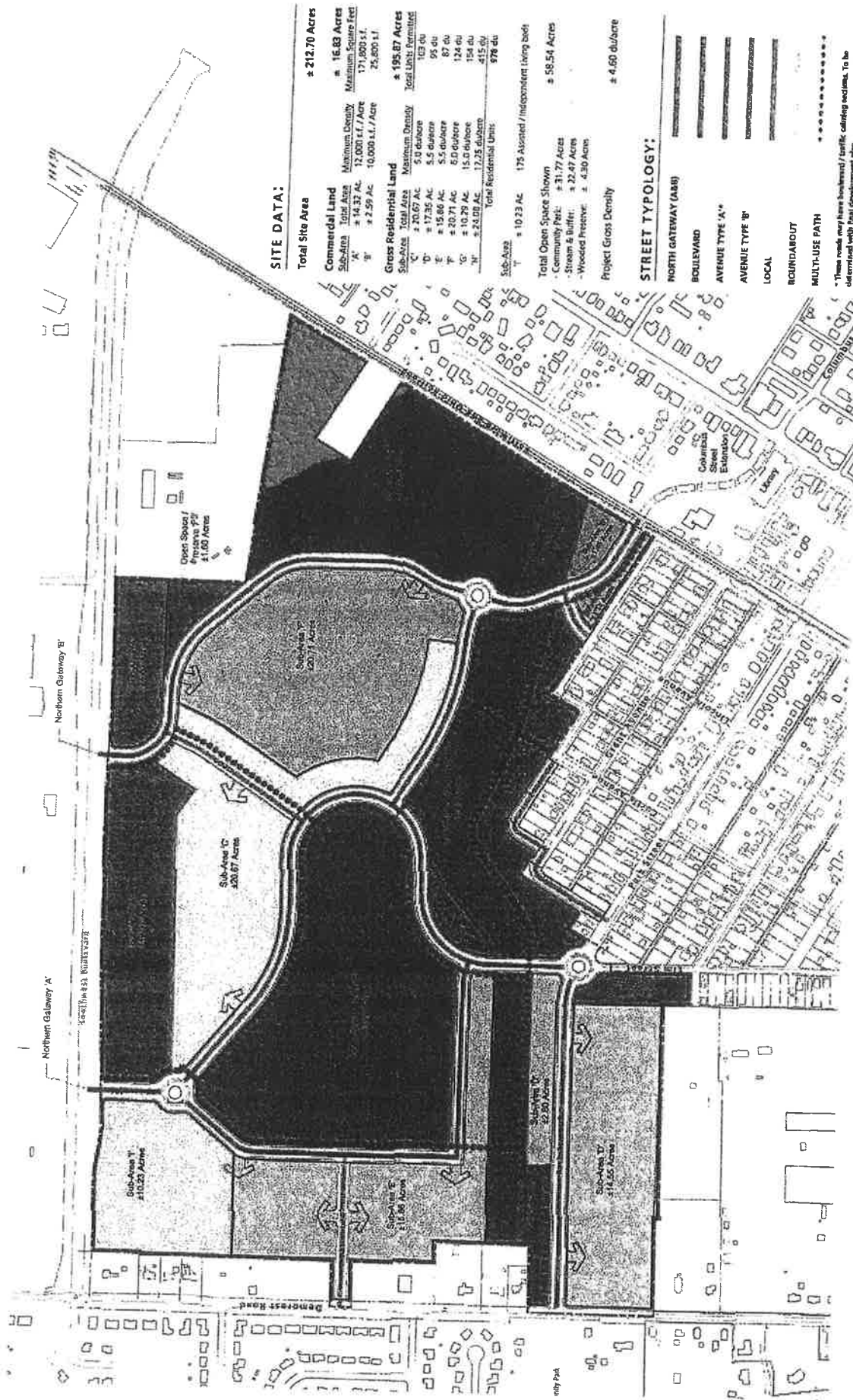


EXHIBIT 3
Subarea Plan
(attached hereto)



Beulah Park - Subarea Plan

City of Grove City, Ohio April 18, 2018

SITE DATA:

Total Site Area ± 212.70 Acres

Commercial Land ± 16.83 Acres

Sub-Area Total Area Maximum Density
 A ± 14.32 Ac 12,000 S.F. / Acre 171,800 S.F.
 B ± 2.59 Ac 10,000 S.F. / Acre 25,800 S.F.

Gross Residential Land ± 195.87 Acres

Sub-Area Total Area Maximum Density
 C ± 20.67 Ac 5.0 du/acre 103 du
 D ± 17.35 Ac 5.5 du/acre 97 du
 E ± 15.86 Ac 5.5 du/acre 87 du
 F ± 20.71 Ac 6.0 du/acre 124 du
 G ± 10.29 Ac 15.0 du/acre 154 du
 H ± 14.08 Ac 17.25 du/acre 415 du
 Total Residential Units 978 du

Sub-Area T ± 10.23 Ac 175 Assisted / Independent Living beds

Total Open Space Shown ± 58.54 Acres

- Community Park: ± 31.77 Acres
 - Stream & Buffer: ± 22.47 Acres
 - Wooded Preserve: ± 4.30 Acres

Project Gross Density ± 4.60 du/acre

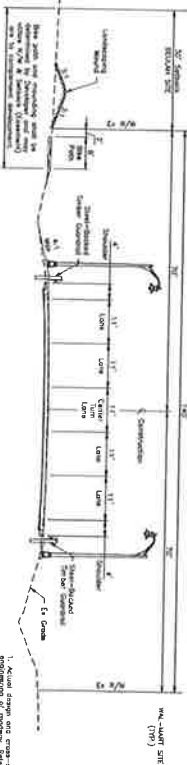
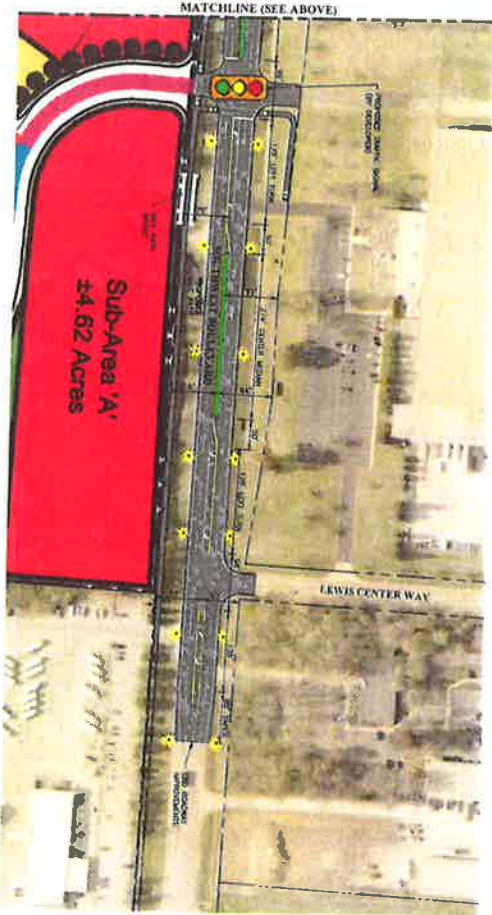
STREET TYPOLOGY:

- NORTH GATEWAY (A&B)**
 - BOULEVARD**
 - AVENUE TYPE 'A'**
 - AVENUE TYPE 'B'**
 - LOCAL**
 - ROUNDABOUT**
 - MULTI-USE PATH**
- * These roads may have boulevard / traffic calming sections. To be determined with final development plan

EXHIBIT 4

Southwest Boulevard Plan

(attached hereto)



EMHT Engineering & Management, Inc. 10000 13th Avenue, Suite 100 Denver, CO 80231 Phone: 303.755.1000 Fax: 303.755.1001 Email: info@emht.com	
SOUTH WEST BOULEVARD & BEULAH PARK EXHIBIT 7 SOUTH WEST BOULEVARD IMPROVEMENTS	CITY OF CONNECTICUT, OHIO EXHIBIT SOUTH WEST BOULEVARD & BEULAH PARK EXHIBIT 7 SOUTH WEST BOULEVARD IMPROVEMENTS
DATE: December 19, 2018 SCALE: 1" = 100' JOB NO: 2018125	SHEET: 1 of 1

EXHIBIT 5

Infrastructure Agreement

(attached hereto)

INFRASTRUCTURE AGREEMENT

(Beulah Park Redevelopment Project)

THIS INFRASTRUCTURE AGREEMENT (the "Agreement") is made and entered into this ____ day of ____, 2019 (the "Effective Date"), by and between the CITY OF GROVE CITY, OHIO (the "City"), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the "State") and its City Charter, and TOWNSEND CONSTRUCTION COMPANY, an Ohio corporation (the "Developer" and together with the City, the "Parties") under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals are being used therein as defined in Article I).

RECITALS:

WHEREAS, the Developer is the owner of certain real property in the City as described on **EXHIBIT A** and intends to cause the construction of mixed-use improvements on that property consisting of approximately 389 apartment units, 110 ranch-style condominiums, 70 townhome-style condominiums, 266 single family homes and an assisted and independent living facility as described in the Development Agreement dated ____, 2019, by and between the City and the Developer (the "Development Agreement"); and

WHEREAS, the Parties have determined that the Public Improvements more specifically described on **EXHIBIT B**, and the costs of which are approximately as described on **EXHIBIT B**, need to be designed and constructed to facilitate that development and the Parties have determined and agree that such Public Improvements directly benefit the Property; and

WHEREAS, the City and the Developer are entering into this Agreement to provide generally for the development and financing of the Public Improvements; and

WHEREAS, the City has determined that it would be in the best interests of the City to contract with the Developer to provide for the design and construction of the Public Improvements in the manner described herein; and

WHEREAS, City Council passed Ordinance No. ____-19 on ____, 2019, authorizing the execution and delivery of this Agreement;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and to induce the Developer to proceed with the design and construction of the Public Improvements, the Parties agree to the foregoing as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 have the meanings set forth in Section 1.2 unless the context or use clearly indicates another meaning or intent.

Section 1.2. Definitions. As used herein:

"Agreement" means this Infrastructure Agreement (Beulah Park Redevelopment Project) by and between the City and the Developer and dated as of the Effective Date.

"Authorized City Representative" means initially the City Administrator of the City. The City may from time to time provide a written certificate to Developer signed on behalf of the City by the City Administrator or another authorized officer designating one or more additional authorized city representatives who have the same authority, duties and powers as the initial Authorized City Representative.

"Authorized Developer Representative" means initially _____. The Developer may from time to time provide a written certificate to the City signed on behalf of the Developer by an authorized officer of the Developer designating an alternate or alternates or a substitute who has the same authority, duties and powers as the initial Authorized Developer Representative.

"City" means the City of Grove City, Ohio, an Ohio municipal corporation.

"City Project Fund" means the fund or account held by the City into which the City has deposited the proceeds of the GO Bonds (as defined in the Development Agreement).

"Change Order" means such instrument executed and delivered pursuant to Section 4.6.

"Completion Certificate" has the meaning set forth in Section 4.3(a).

"Construction Documents" means this Agreement, the design and construction contracts to be entered into by the Developer pursuant to Section 4.3 and the Drawings and Specifications, the budget for the Public Improvements, as such documents may be revised or supplemented from time to time with the approval of the Authorized City Representative and the Authorized Developer Representative. The Parties anticipate that the Public Improvements will be constructed in phases as further defined in the Construction Documents, and the Construction Documents will be completed sequentially for each phase.

"Cost Certificate" means a certificate in substantially the form attached as **EXHIBIT D** submitted by the Developer in order to evidence the actual Cost of the Work.

“Cost of the Work” means the actual costs of the design and construction of the Public Improvements, current estimates of which are reflected in **EXHIBIT B**. As way of illustration and not limitation, Costs of the Work may include but are not limited to construction labor and material costs, related permit and inspection fees, design and engineering fees, site preparation costs, legal fees related to the review of project construction documents, costs of issuance of all financing bonds including legal fees, any and all “costs of permanent improvements” specified in Ohio Revised Code Section 133.15(B) and other costs necessary and appurtenant thereto, all as further described in the approved Construction Documents.

“County” means the County of Franklin, Ohio.

“Developer” means Townsend Construction Company, an Ohio corporation.

“Drawings and Specifications” has the meaning set forth in Section 5.1, which Drawings and Specifications contain the detailed construction plans and specifications for the Public Improvements.

“Effective Date” means the date as defined in the preambles of this Agreement.

“Engineer” means the City Engineer, or any architectural or engineering firm licensed to perform architectural and engineering services within the State of Ohio and appointed by the City.

“Engineer’s Completion Certificate” has the meaning set forth in Section 4.3(b).

“Event of Default” means any default in or breach of this Agreement after the expiration of any applicable cure period as further described under Section 7.1.

“Force Majeure” means any event that is not within the control of a party or its affiliates, employees, contractors, subcontractors or material suppliers that delays performance of any obligation under this Agreement including, but not limited to, the following acts: acts of God; fires; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies or terrorism; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or orders or restraints of any kind of the government of the United States or of the State (and in the case of a Force Majeure claim by the Developer, the City) or any departments, agencies, political subdivisions or officials that are not in response to a violation of law or regulations. However, the inability of Developer to obtain financing for its obligations hereunder is excluded from being a Force Majeure event.

“GO Bonds” means \$5,000,000 of tax-exempt general obligation bonds issued by the City of Grove City to fund certain Public Improvement costs as described in Section 6.2(b).

“Notice Address” means:

as to City: City of Grove City, Ohio
4035 Broadway
Grove City, Ohio 43123
Attention: City Administrator

as to Developer: Townsend Construction Company
250 East Broad Street, Suite 1100
Columbus, Ohio 43215

“Off-Site Infrastructure” means the Off-Site Infrastructure described in Section II.A.(1)(b) (i), (ii) and (iii) of the Development Agreement, as further described and depicted on EXHIBIT B and which will be more specifically described in the Construction Documents.

“On-Site Infrastructure” means the On-Site Infrastructure as defined in the Development Agreement, as further described and depicted on EXHIBIT B and which will be more specifically described in the Construction Documents.

“Phase” means each portion of the Public Improvements as identified as a Phase by the Developer to the Authorized City Representative in writing.

“Port Bond Project Fund” means one or more the project funds held by a trustee or disbursing agent into which the net proceeds of the CFCFA Bond Fund Bonds, the Other Port Authority Bonds and any Additional Bonds are deposited.

“Property” means that certain real property described on EXHIBIT A.

“Project Fund” means (i) the City Project Fund and (ii) the Port Bond Project Fund.

“Public Improvement Property” means the real property on which the Public Improvements are situated as shown in the Construction Documents.

“Public Improvements” means collectively, the On-Site Infrastructure and the Off-Site Infrastructure. Any reference to Public Improvements as set forth in this Infrastructure Agreement excludes the Columbus Street Extension or improvement to Demorest Road between Southwest Boulevard and the subject Property.

“State” means the State of Ohio.

“Work” means the construction of the Public Improvements in accordance with this Agreement.

Section 1.3. Interpretation. Any reference in this Agreement to City or to any officers of City includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code includes such section, provision or chapter as modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter is applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "*hereof*", "*hereby*", "*herein*", "*hereto*", "*hereunder*" and similar terms refer to this Agreement; and the term "*hereafter*" means after, and the term "*heretofore*" means before, the date of this Agreement. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise. References to articles, sections, subsections, clauses, exhibits or appendices in this Agreement, unless otherwise indicated, are references to articles, sections, subsections, clauses, exhibits or appendices of this Agreement.

The parties hereto acknowledge and agree that this Agreement is the product of an extensive and thorough, arm's length negotiation and that each party has been given the opportunity to independently review the Agreement with legal counsel, and that each party has the requisite experience and sophistication to negotiate, understand, interpret and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement may not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction must be utilized.

Section 1.4. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Agreement.

Section 1.5. Conflicts between this Agreement and other Construction Documents. Where there is a conflict between the Development Agreement, this Agreement and the other Construction Documents, the conflict will be resolved by providing the better quality or greater quantity and compliance with the more stringent requirement. If an item is shown on the Drawings and Specifications but not specified, Developer will provide the item of the same quality as similar items specified, as determined by the Engineer. If an item is specified but not shown on the Drawings and Specifications, it will be located as directed by the Engineer.

(END OF ARTICLE I)

ARTICLE II

GENERAL AGREEMENT AND TERM

Section 2.1. General Agreement Among Parties. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements among the Parties, the Parties will cooperate in the manner described herein to facilitate the design and construction of the Public Improvements.

Section 2.2. Term of Agreement. This Agreement is effective as of the Effective Date and continues, unless sooner terminated in accordance with the provisions set forth herein, until the later of the date that (a) all Public Improvements have been completed pursuant to the terms of this Agreement and (b) the guaranty and warranty period described in Section 5.10 has expired for all of the Public Improvements. Notwithstanding the foregoing, the City is not obligated to pay or reimburse any Cost of the Work from GO Bonds on or after the date that is three years after the issuance date of the GO Bonds unless otherwise agreed by the Authorized City Representative. Any amount in the City Project Fund that is not used within 3 years of the issuance date of the GO Bonds will be used to pay debt service on the GO Bonds and the City will not be required to provide further funds for disbursement from the City Project Fund.

Section 2.3. No Agency Relationship. The City and Developer each acknowledge and agree that in fulfilling its obligations under this Agreement Developer acts as an independent contractor of the City and not as an agent of the City.

(END OF ARTICLE II)

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE PARTIES

Section 3.1. Representations and Covenants of City. City represents and covenants that:

(a) It is a municipal corporation duly organized and validly existing under the Constitution and applicable laws of the State and its Charter.

(b) To the City's knowledge, it is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to City which would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of City, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to City, including its Charter, and do not and will not conflict with or result in a default under any agreement or instrument to which City is a party or by which it is bound.

(d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by City and all steps necessary to be taken by City have been taken to constitute this Agreement as, and the covenants and agreements of City contemplated herein are, valid and binding obligations of City, enforceable in accordance with their terms.

(e) To the City's knowledge, there is no litigation pending or threatened against or by City wherein an unfavorable ruling or decision would materially and adversely affect City's ability, to carry out its obligations under this Agreement.

(f) It will do all reasonable things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

(g) City Council has adopted all legislation anticipated to be necessary to issue the GO Bonds.

For purposes of this Section 3.1, the term "knowledge" means the actual knowledge of the City Administrator, without further investigation, as of the Effective Date.

Section 3.2. Representations and Covenants of Developer. The Developer hereby represents and warrants as of the date of delivery of this Agreement that:

(a) It (i) is a corporation organized, validly existing and in good standing under the laws of Ohio, and (ii) has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as now being conducted and as presently proposed to be conducted.

(b) It has the authority and power to execute and deliver this Agreement, perform its obligations hereunder and construct the Public Improvements, and it has duly executed and delivered this Agreement.

(c) The execution and delivery by it of this Agreement and the compliance by it with all of the provisions hereof (i) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its articles of organization or operating agreement, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (ii) have been duly authorized by all necessary action on its part.

(d) To its knowledge, there are no actions, suits, proceedings, inquiries or investigations pending or threatened against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Agreement or the construction of the Public Improvements, or if successful would materially impair its ability to perform its obligations under this Agreement or to construct the Public Improvements.

(e) It is in compliance with State campaign financing laws contained in Chapter 3517 of the Ohio Revised Code and is not subject to an unresolved finding for recovery issued by the auditor of state as described in Ohio Revised Code Section 9.24.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor entity.

(END OF ARTICLE III)

ARTICLE IV

DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS

Section 4.1. General Considerations. In consideration of the Developer's promise to construct each Phase of the Public Improvements for which a Notice of Commencement is filed as provided in Section 5.8, the City agrees to review Cost Certificates and, upon approval of such Cost Certificates, authorize disbursements from the Project Fund to reimburse or otherwise pay the Developer for the Cost of the Work in accordance with Section 6.2 and any other applicable provisions of this Agreement and accept the completed Public Improvements in accordance with and subject to the provisions of Section 4.4. The Developer acknowledges that all costs associated with the Public Improvements shall be its sole obligation and that the City has no obligation to complete design and construction of the Public Improvements, nor, except as provided in Section 6.2, any obligation to pay costs of designing and constructing the Public Improvements.

Section 4.2. Design and Construction of the Public Improvements. Developer will cause the design and construction all of the Public Improvements in accordance with the Development Agreement, this Agreement and the other Construction Documents. The Public Improvements must be designed and built in a manner that is consistent with the requirements of all applicable zoning and building regulations. Developer will complete each Phase of the Public Improvements as soon as reasonably possible following the submission of the first Cost Certificate for such Phase.

Developer will supervise, perform and direct the design of the Public Improvements and the Work utilizing qualified personnel, and in accordance with the standards of care normally exercised by construction organizations performing similar work. Developer is solely responsible for and has control over construction means, methods, techniques, sequences and procedures for coordinating all portions of the Work.

The Developer will enter into a design contract and a general construction contract for each Phase of the Public Improvements in its own name and not in the name of the City. The Developer will submit the names of the general contractor and all major subcontractors to the City. The Developer will provide copies of all design and construction contracts signed by Developer related to the Public Improvements to the City. All contracts shall include the completed and executed contract addendum in the form attached hereto as **EXHIBIT E**, and no Cost Certificate shall be paid with respect to any such construction contract until the Developer has provided to the City a copy fully executed contract, including the completed and executed contract addendum.

Section 4.3. Completion of the Public Improvements. Each Phase of the Public Improvements will be deemed completed upon fulfillment of the following conditions:

(a) Receipt of written notice (the "*Completion Certificate*") from the Authorized Developer Representative that the Phase is complete and ready for final acceptance by the City, which notice must (i) generally describe all property acquired or installed as part of the Phase; (ii)

state the Cost of the Work for the Phase, and (iii) state and constitute the Developer's representation that the construction of the Phase has been completed substantially in accordance with the Construction Documents, all costs then due and payable in connection therewith have been paid, there are no attested account claims under Revised Code Section 1311.25 et seq. ("Attested Account Claims") or liens under Revised Code Section 1311.04 et seq. ("Liens") for the Phase, and all obligations, costs and expenses in connection with the Phase have been paid or discharged.

(b) Receipt from the Engineer of a final Certificate of Completion (the "*Engineer's Completion Certificate*") stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, that the Phase has been satisfactorily completed in accordance with the terms and conditions of the Construction Documents, including all punch list items, that the construction of the Phase has been accomplished in a manner that conforms to all then applicable governmental laws, rules and regulations; and that the Phase has been approved by the relevant public authorities.

Section 4.4. Acceptance of the Public Improvements. The City has no obligation to accept a Phase of the Public Improvements until:

(a) the Phase is satisfactorily completed in accordance with the Construction Documents, as evidenced by the Engineer's Completion Certificate and properly dedicated as public rights-of-way or easements to the City;

(b) the City receives the Completion Certificate, the Engineer's Completion Certificate, copies of the approval letters issued by relevant public authorities as referenced in Section 4.3 herein, and all documents and instruments to be delivered to the City pursuant to the Construction Documents;

(c) the City has received evidence reasonably satisfactory to it that all liens on the Phase on the real property interests thereof, including, but not limited to, tax liens then due and payable, the lien of any mortgage, and any Attested Account Claims or Liens, have been released, or, with respect to Attested Account Claims or Liens, security therefor has been provided pursuant to Section 5.8; and

(d) the Developer has provided the City "as constructed record drawings" consisting of reproducible record drawings showing significant changes in the Public Improvements made during construction and containing such annotations as may be necessary for someone unfamiliar with the Phase to understand the changes that were made to the original Construction Documents.

The above conditions do not alleviate the Developer from City inspections of the Public Improvements during construction. An estimated schedule shall be provided and inspection of the Work shall be coordinated with the City at least seventy-two (72) hours in advance.

The City agrees to accept a Phase and the rights-of-way and easements allocable thereto upon satisfaction of the conditions listed in (a) through (d) of this Section. The City acceptance of the Phase does not relieve the Developer of its responsibility for defects in material or workmanship

as set forth in Section 5.10, nor any future obligations that may be imposed on the Developer in connection with the development of property abutting or near the Phase of the Public Improvements.

Section 4.5. Extensions of Time. If the Developer or the City is delayed in the commencement or progress of its obligations hereunder by a breach by the other Party of its obligations hereunder, or by Force Majeure, and other schedule extensions as Developer may be entitled to under this Agreement or other agreements between the parties, then the time for performance under this Agreement by the Party so delayed will be extended for such time as is commercially reasonable under the circumstances.

Section 4.6. Changes in the Work. After the approval of the Construction Documents for each phase of the Public Improvements, and without invalidating this Agreement, the Authorized Developer Representative, the Authorized City Representative and the Engineer by written agreement (a "Change Order") may agree to changes in the Work. Changes in the Work will be performed under applicable provisions of this Agreement and the Construction Documents, unless otherwise provided in the Change Order.

(END OF ARTICLE IV)

ARTICLE V

FURTHER PROVISIONS RELATING TO THE DESIGN AND CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS

Section 5.1. Construction Documents. The Developer shall cause to be prepared the working drawings, plans and specifications that are necessary to be prepared in connection with the Work for each phase and submit them for approval pursuant to the applicable regulation of the City (collectively, the "Drawings and Specifications"). The Drawings and Specifications shall be instruments of service through which the Work to be executed is described. The City is hereby granted a perpetual, non-exclusive and irrevocable license in the Drawings and Specifications and related documents and shall be permitted to retain copies, including electronic files and reproducible copies, of the Drawings and Specifications and related documents for information and reference in connection with the City's use and occupancy of the Public Improvements and for no other purpose. The City's license to use the Drawings and Specifications and related documents for its use and occupancy shall include, but not be limited to, the right to provide the Drawings and Specifications and related documents to another design professional for information and reference in preparing new Drawings and Specifications for subsequent improvements, additions or alterations only to the Public Improvements; provided, however, that the initial design professional assumes no liability for any changes to the Drawings and Specifications made by any other design professional. The Developer shall obtain similar non-exclusive licenses consistent with this Section 5.1 from the Developer's consultants for the use of the Drawings and Specifications and related documents. Submission or distribution of the Drawings and Specifications and related documents to meet official regulatory requirements or for similar purposes in connection with the Public Improvements is not to be construed as publication in derogation of the reserved rights of the Developer and the Developer's consultants.

Section 5.2. Prevailing Wage. The City designates the City Tax Administrator or his/her designee as the prevailing wage coordinator for the Public Improvements (the "Prevailing Wage Coordinator"). Developer acknowledges and agrees that the Public Improvements are subject to the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code and all wages paid to laborers and mechanics employed on the Public Improvements must be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Improvements in Franklin County, Ohio, which wages must be determined in accordance with the requirements of that Chapter 4115. Developer must comply, and Developer must require compliance by all contractors and must require all contractors to require compliance by all subcontractors working on the Public Improvements, with all applicable requirements of that Chapter 4115, including any necessary posting requirements. Developer (and all contractors and subcontractors thereof) must cooperate with the Prevailing Wage Coordinator and respond to all reasonable requests by the Prevailing Wage Coordinator when the Prevailing Wage Coordinator is determining compliance by Developer (and all contractors and subcontractors thereof) with the applicable requirements of that Chapter 4115.

The Prevailing Wage Coordinator will notify Developer of the prevailing wage rates for the Public Improvements. The Prevailing Wage Coordinator will notify Developer of any change in prevailing wage rates within seven working days of receiving notice of such change from the

Director of the Ohio Department of Commerce. Developer must immediately upon such notification (a) ensure that all contractors and subcontractors receive notification of any change in prevailing wage rates as required by that Chapter 4115; (b) make the necessary adjustment in the prevailing wage rates and pay any wage increase as required by that Chapter 4115; and (c) ensure that all contractors and subcontractors make the same necessary adjustments. In the event City notifies Developer of a change in prevailing wage rates, the Cost of the Work shall be revised by letter agreement between Authorized Developer Representative, the Prevailing Wage Coordinator, and Contractor to account for such change.

Developer or its contractor must, prior to beginning construction of any phase of the Public Improvements, notify the Prevailing Wage Coordinator of the commencement of Work on the Public Improvements, supply to the Prevailing Wage Coordinator the schedule of the dates during the life of this Agreement on which Developer (or any contractors or subcontractor thereof) is required to pay wages to employees. Developer (and each contractor or subcontractor thereof) must also deliver to the Prevailing Wage Coordinator a certified copy of its payroll relating to laborers performing the Work within two weeks after the initial pay date, and supplemental reports for each month thereafter exhibiting for each employee paid any wages, the employee's name, current address, social security number, number of hours worked during each day of the pay periods covered and the total for each week, the employee's hourly rate of pay, the employee's job classification, fringe payments and deductions from the employee's wages; provided, however, that Developer must submit such payroll reports weekly if construction of the Public Improvements lasts less than four months. The certification of each payroll must be executed by Developer (or Public Improvements contractor, subcontractor, or duly appointed agent thereof, if applicable) and recite that the payroll is correct and complete and that the wage rates shown are not less than those required by this Agreement and Chapter 4115 of the Ohio Revised Code.

Developer must provide to the Prevailing Wage Coordinator a list of names, addresses and telephone numbers for any contractors or subcontractors performing any Work on the Public Improvements as soon as they are available, and the name and address of the bonding/surety company and the statutory agent (if applicable) for those Public Improvements contractors or subcontractors. Developer may not contract with any contractor or subcontractor listed with the Ohio Secretary of State for violations of Chapter 4115 of the Ohio Revised Code pursuant to Section 4115.133 of the Ohio Revised Code.

In connection with any Cost Certificate, the Developer (and any contractor or subcontractor thereof) must submit to the Prevailing Wage Coordinator the affidavit required by Section 4115.07 of the Ohio Revised Code for the Work to which that Cost Certificate relates.

Section 5.3. Traffic Control Requirements. Developer is responsible for ensuring the provision, through contractors or otherwise, of all traffic control devices, flaggers and police officers required to properly and safely maintain traffic during the construction of the Public Improvements. All traffic control devices must be furnished, erected, maintained and removed in accordance with the Ohio Department of Transportation's "Ohio Manual of Uniform Traffic Control Devices" related to construction operations and other applicable City requirements. The

Developer must also submit to City for review and approval by City a plan for construction ingress and egress and maintain construction traffic in accordance with that plan.

Section 5.4. Non-Discriminatory Hiring Policy. The Developer agrees to comply with, and will only hire contractors who agree to comply with, the City's nondiscriminatory hiring policy adopted pursuant to Section 5709.832 of the Ohio Revised Code to ensure that recipients of tax exemptions practice nondiscriminatory hiring in their operations. In furtherance of that policy, the Developer agrees that it will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry. This Section does not require compliance with Federal Executive Order No. 11-246.

Section 5.5. Insurance Requirements.

(a) The Developer will, at all times prior to the City's acceptance of all of the Public Improvements, maintain or cause to be maintained the insurance coverage for the Public Improvements as follows:

(i) comprehensive general liability insurance, including auto, for property damage and personal injury or death, with limits of liability of at least \$2,000,000 per occurrence and with a deductible not in excess of \$10,000, which may be provided by umbrella or excess liability policies, and worker's compensation insurance (including employer's liability insurance), for all employees, contractors or other agents of the City, if any, as well as the Developer and Developer's contractors involved in the construction of the Public Improvements, in such amounts as are established by law; and

(ii) all risk (including builder's risk) property insurance in the amount of the full replacement cost of the Public Improvements, exclusive of land (and all other property insured thereby if such policy applied to property other than the Public Improvements), with a deductible not in excess of \$10,000 in the aggregate.

(b) All insurance policies must name the City and the Developer as primary or additional insureds. The additional insured coverage provided is primary, notwithstanding other insurance covering the City or the Developer. All property insurance policies must name the City as loss payee. All policies must, unless otherwise agreed by the City in writing, be issued by carriers with a Best's Insurance Reports policyholder's rating, to the extent commercially reasonable, of "A-" or better and a financial size category of "IX" or better. Upon request of the City, the Developer must deliver or cause to be delivered to the City certificates of insurance for all required policies. If commercially available, all policies must contain provisions for thirty days' written notice to the City and Developer, as applicable, prior to expiration or cancellation. Each insurer under any policy must waive any defenses the insurer may have to payment as a consequence of acts or omissions of any party.

(c) Every insurance policy carried pursuant to this Section will contain provisions, if they can be so written, denying to the insurer subrogation rights against the City or Developer to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each party waives any rights of recovery against the other party for any direct damage or consequential loss covered by any such policy to the extent the party is protected by

insurance, whether or not such damage or loss is caused by any acts or omissions of the other party.

(d) Neither the City nor the Developer will be liable by way of subrogation or otherwise to the other party or to anyone claiming through the other party or to any insurance company, insuring the other party for any business interruption or for any loss or damage to the Public Improvements or other tangible property, or injury to or death of persons, occurring on or about the Public Improvement Property, or in any manner arising out of the use or occupation of the Public Improvements, including the use or occupation of the Public Improvements by City or Developer, or City's or Developer's agents, employees, representatives, visitors or guests, even though such business interruption, loss, damage, injury or death may be occasioned by the negligence of such party or its agents or employees, to the extent that such business interruption, loss, damage, injury or death is covered by a fire and extended coverage insurance policy, by a contents insurance policy or by a sprinkler leakage or water damage policy, or to the extent of recovery under any other insurance carried covering such business interruption, loss, damage, injury or death. If available, each insurance policy carried by the Developer or the City will contain a clause to the effect that the foregoing waiver will not affect the right of the insured party to recover under such policy.

(e) If damage or destruction to the Public Improvements results in a claim being filed against the insurance policies described in division (a) of this Section, and in order to facilitate the repair of the Public Improvements, the net proceeds paid with respect to the Public Improvements will be deposited into the City Project Fund and disbursed to repair the Public Improvements as fully as possible to the extent of those net proceeds.

If the Developer fails to procure any of the insurance coverage required by this Section, and such failure continues following written notice thereof to the Developer from the City and a reasonable opportunity to cure, the Developer acknowledges and agrees that the City may obtain such coverage with such insurers as the City chooses, and in such event, the Developer will promptly reimburse the City for the reasonable out-of-pocket cost of any such insurance.

Section 5.6. City Income Tax Withholdings. Developer will withhold and pay, will require all contractors to withhold and pay, and will require all contractors to require all subcontractors to withhold and pay, all City income taxes due or payable with respect to wages, salaries, commissions and any other income subject to the provisions of the City Code.

Section 5.7. Compliance with Occupational Health and Safety Act of 1970. Developer and all contractors and subcontractors are solely responsible for their respective compliance with the Occupational Safety and Health Act of 1970 under this Agreement.

Section 5.8. Provision of Security for Attested Account Claims. To the extent any subcontractor, material supplier or laborer asserts and Attested Account Claim against the Public Improvements, the City shall proceed as is required by Revised Code Section 1311.25 et seq. which may include detaining funds that are due and payable to Developer until a sufficient amount has been detained to cover the Attested Account Claim until such time that the Attested Account Claim is released or discharged. Prior to authorizing any contractor to commence work on the Off-Site Infrastructure, the Developer shall request a "Notice of Commencement" for such Public

Improvements from the City, who shall provide a copy to the Developer and make it available as required under Revised Code Section 1311.252. Prior to authorizing any contractor to commence work on the On-Site Infrastructure, the Developer shall sign and record in the office of the Franklin County Recorder a "Notice of Commencement" for such Public Improvements from the City, who shall provide a copy to the City and make it available as required under Revised Code Section 1311.04. The Developer shall provide a copy of each Notice of Commencement to its subcontractors and any known lower tier subcontractors, and the Developer shall further require its subcontractors to provide a copy of the notice to any of the lower tier subcontractors. The Developer shall also post a copy of each Notice of Commencement in a conspicuous location at the project site.

Section 5.9. Security for Performance. The Developer will furnish prior to commencement of construction of each Phase of the Off-Site Infrastructure a performance and payment bond from the general contractor for the Phase in an amount not less than the Cost of the Work for such Phase that names the City as obligee in the form provided by Section 153.57 of the Ohio Revised Code.

The Developer will furnish prior to submitting a Cost Certificate for any Phase of the On-Site Infrastructure a maintenance bond equal to ten percent of the Cost of the Work of the Phase and that is approved by the Authorized City Representative.

In the event of an increase in the Cost of the Work, the Developer shall proportionately increase the amount of its bond. If notice of any change affecting this Agreement is required by a provision of a bond, giving the notice shall be the Developer's responsibility.

Any bond must be executed by sureties that are licensed to conduct business in the State as evidenced by a Certificate of Compliance issued by the Ohio Department of Insurance. All bonds signed by an agent must be accompanied by a power of attorney of the agent signing for the surety. If the surety of any bond so furnished by a contractor declares bankruptcy, become insolvent or its right to do business is terminated in Ohio, the Developer, within five (5) days thereafter, will substitute another bond and surety or cause the contractor to substitute another bond and surety, both of which is acceptable to the City and the Developer.

Section 5.10. Further Developer Guaranties Relating to the Public Improvements. The Developer guarantees that it will cause to be exercised in the performance of the Work the standard of care normally exercised by well-qualified engineering and construction organizations engaged in performing comparable services in central Ohio. The Developer further warrants that the Work and any materials and equipment incorporated into the Work will be free from defects, including defects in the workmanship or materials (without regard to the standard of care exercised in its performance) for a period of one (1) year (two (2) years for storm sewer improvements dedicated to the City) after written conditional acceptance of the Work by City. The guarantee provided in this Section is in addition to, and not in limitation of, any other guarantee, warranty or remedy provided by law, a manufacturer or the Construction Documents. The Developer shall require in all construction contracts for the Public Improvements to provide that the City is a beneficiary of any guarantees provided by the Contractor and entitled to enforce those guarantees.

If defective Work becomes apparent within the warranty or guarantee period, the City will promptly notify the Developer in writing and provide a copy of said notice to the Engineer. Within ten (10) days of receipt of said notice, the Developer will visit the site of the Work in the company of one or more representatives of the City to determine the extent of the defective Work. The Developer will, within a reasonable time frame, repair or replace (or cause to be repaired or replaced) the defective Work, including all adjacent Work damaged as a result of such defective Work or as a result of remedying the defective Work. If the defective Work is considered by the City to be an emergency, the City may require the Developer to visit the site of the Work within one day of receipt of said notice. The Developer is fully responsible for the cost of temporary materials, facilities, utilities or equipment required during the repair or replacement of the defective Work.

If the Developer does not repair or replace defective Work within a reasonable time frame, the City may repair or replace such defective Work and charge the cost thereof to the Developer or the Developer's surety. Work that is repaired or replaced by the Developer is subject to inspection and acceptance by the Engineer and City and must be guaranteed by the Developer for one (1) year from the date of acceptance of the corrective work by the City.

Section 5.11. Developer Representations as to Personal Property Taxes; Sales Taxes.

Developer represents that at the time of the execution of this Agreement, it is not charged with any delinquent personal property taxes on the general tax list of personal property of the County. Further, Developer will require all contractors to execute an affidavit in the form **EXHIBIT C** (which is attached hereto and incorporated herein by reference), a copy of which certificate must be delivered to the Authorized City Representative prior to the commencement of any work by that contractor or subcontractor. The Parties intend that building and construction materials incorporated into the Public Improvements be exempt from state and local sales taxes. The City will cooperate with the Developer to provide sales tax exemption certificates to contractors in order to exempt those materials.

Section 5.12. Indemnity.

(a) **General Indemnity.**

(i) The Developer releases the City and each council member, officer, official and employee thereof (collectively, the "**Indemnified Parties**" and each an "**Indemnified Party**") from, agrees that the Indemnified Parties are not liable for, and indemnifies each Indemnified Party against, all liabilities, obligations, damages, costs and expenses (including without limitation, reasonable attorneys' fees and losses and costs described in division (b) of this Section) asserted against, imposed upon or incurred by an Indemnified Party (collectively, the "**Liabilities**" and each a "**Liability**"), other than any Excluded Liability as hereinafter defined, arising or allegedly arising out of, or resulting from the Developer's or its agents, contractors, employees or representatives performance of its obligations under this Agreement or any work with respect to the Public Improvements performed by it or its agents, contractors, subcontractors, employees or representatives.

"**Excluded Liability**" means each Liability to the extent it is attributable to (i) the gross negligence or willful misconduct of any Indemnified Party, (ii) the failure of the City to comply

with any of its obligations under this Agreement, or (iii) the failure of any Indemnified Party that is a third party beneficiary of this Section to perform any obligation required to be performed by the Indemnified Party under this Section as a condition to being indemnified hereunder. Excluded Liabilities include, without limitation, any Liabilities settled without the consent of the Developer and any Liability to the extent that the Developer's ability to defend that Liability is prejudiced materially by the failure of an Indemnified Party to give timely written notice to the Developer of the assertion of that Liability.

(ii) Upon notice of the assertion of any Liability, the Indemnified Party must give prompt written notice of the same to the Developer.

(iii) Upon receipt of written notice of the assertion of a Liability, the Developer has the duty to assume, and must assume, the defense thereof, with full power and authority to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party has the right to approve any obligations imposed upon it by compromise or settlement of any Liability or in which it otherwise has a material interest, which approval may not be unreasonably withheld.

(iv) At its own expense, an Indemnified Party may employ separate counsel and participate in the defense of any Liability; *provided, however*, if it is ethically inappropriate for one firm to represent the interests of the Developer and the Indemnified Party, the Developer must pay the reasonable legal expenses of the Indemnified Party in connection with its retention of separate counsel; provided, however, that the Developer is not required to pay those legal expenses if the City Attorney provides written approval of the law firm retained by the Developer to defend the Liability. The Developer must request any such approval by written instrument delivered to the City Attorney and the Authorized City Representative. The Developer is not liable for any settlement of any Liability effected without its written consent, but if settled with the written consent of the Developer, or if there is a final judgment for the plaintiff in an action, the Developer agrees to indemnify and hold harmless the Indemnified Party except only to the extent of any Excluded Liability.

(b) Environmental Indemnity. The Developer agrees to indemnify and hold the City harmless from and against all losses including, without limitation, investigative and remediation costs, incurred by the City as a result of the existence on, disposal or release on, to or from, the Public Improvement Property of Hazardous Materials or violations of Environmental Laws; provided, that the Developer is not required to indemnify the City to the extent the losses arise out of any gross negligence or willful misconduct of the City or any officer, employee or agent of the City. The Developer further agrees that neither the Developer, nor any of their independent contractors, invitees, licensees, successors, assignees or tenants will store, release or dispose of, or permit the storage, release or disposal of any Hazardous Materials at the Public Improvement Property at any time other than in accordance with Environmental Laws, and that it will perform its obligations under this Agreement and any other agreement among the Developer, City and any other parties thereto in compliance with Environmental Laws. If the Developer receives a notification or clean up requirement under Environmental Law, the Developer will promptly notify the City of such receipt, together with a written statement of the Developer setting forth the details thereof and any action with respect thereto taken or proposed to be taken, to the extent of the Developer's knowledge. On receipt by the Developer of any such

notification or clean up requirement, the Developer will either proceed with appropriate diligence to comply with such notification or clean up requirement or will commence and continue negotiation concerning, or contest the liability of, the Developer or the City with respect to such notification or clean up requirement.

As used in the foregoing paragraph:

“Environmental Laws” means all applicable federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing use, storage, treatment, generation, transportation, processing, handling, management, production, release or disposal of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto, including, without limitation, Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the Emergency Planning and Community Right-to-Know Act, the Hazardous Materials Transportation Act, and their respective state and local counterparts.

“Hazardous Materials” means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, pollutants, contaminants or related or similar materials which are regulated by or identified in any Environmental Laws.

(c) The indemnities provided in this Section survive the termination of this Agreement.

(END OF ARTICLE V)

ARTICLE VI

PAYMENT OF COST OF THE WORK

Section 6.1. Budgets; Deposit of Monies in the Project Fund. The Developer shall submit a final budget for each Phase of the Public Improvements to the Authorized City Representative for approval (each, a “*Phase Budget*”), which approval shall not be unreasonably withheld. The Developer shall provide such back-up information for each Phase Budget as the Authorized City Representative shall reasonably request. The Developer shall give the City at least 90 days and no more than 120 days written notice that it intends to submit a Cost Certificate requesting a disbursement from the City Project Fund. Thereafter, the City shall issue the GO Bonds. The City is under no obligation to make payments from the City Project Fund until the GO Bonds have been issued. By its execution of this Agreement, the City acknowledges that the Developer has submitted and the City has received such a written notice dated as of the Effective Date.

Section 6.2. Disbursements from the Project Fund.

(a) **General.** The City agrees to authorize disbursement of amounts in the Project Fund, in accordance with the Construction Documents based on Cost Certificates executed by the Authorized Developer Representative substantially in the form set forth on **EXHIBIT E**. No amounts shall be disbursed from the Project Fund with respect to any construction contract until the Developer provides to the City a fully executed copy of that contract, including the completed and executed contract addendum in the form attached as **EXHIBIT E**, as well as proof of the insurance required under Section 5.5, the notice of commencement required under Section 5.8, the bond required under Section 5.9 and the affidavit required under section 5.11. Each Cost Certificate shall include all invoices submitted by the Engineer or its designee for providing the Engineer’s Certification for the Cost Certificate. The parties agree that Cost Certificates and payments to the Developer for payments to construction contractors or material suppliers shall be subject to the retainage requirements of five percent (5%) of the amount requested in a Cost Certificate. To the extent consistent with the customary payment process of the City with respect to payment applications from contractors on City public improvement contracts, each Cost Certificate must be accompanied by conditional lien waivers and releases from all subcontractors and suppliers to be paid from the payment resulting from the Cost Certificate, and unconditional lien waivers and releases from all subcontractors and suppliers for which the Developer was required to provide a conditional lien waiver in connection with a prior Cost Certificate. The period covered by each Cost Certificate must be at least one (1) calendar month, ending on the last day of the month. The Developer will deliver payment requests to the City no more often than once each calendar month during the course of construction of the Public Improvements. The City may reasonably object to a Cost Certificate by giving written notice of and specific reasons for the objection(s) and of the amounts subject to the objection(s) within ten (10) business days of receipt. Following receipt of any objection by the City, Developer may provide additional information on a supplemental Cost Certificate form (such being a “Supplemental Cost Certificate”) in order to substantiate any objected amounts. The City may object to a Supplemental Cost Certificate by giving written notice of and specific reasons for the objection(s) and of the amounts subject to the objection(s) within five (5) business days of receipt. Objections may be made because of a good faith belief that there is a

material defect in Work, the Cost Certificate is not properly completed or the percentage of completion of the Work in question in the Cost Certificate is materially overstated. A Cost Certificate is not payable until the objection is resolved; provided, however, that the City may only withhold from disbursement any expenses specifically objected to in any given Cost Certificate, and all other amounts from such Cost Certificate shall be disbursed pursuant to Section 6.2(b) below. If an objection is not made by the City in the time periods described herein, the City shall fully fund the amounts properly requested to be funded from the City Project Fund in the applicable Cost Certificate or Supplemental Cost Certificate, subject to the retainage requirements described above and the disbursement procedures described in Section 6.2(b) below.

(b) Disbursements. No disbursements from the Project Fund shall be made until the Declaration (as defined in the Development Agreement) is executed by all owners of the Property and properly filed of record as a covenant running with the Property in the office of the Franklin County Recorder and in accordance with the requirements of Ohio Revised Code Section 349.07. Unless the City objects to any such Cost Certificate and until such time as all amounts in the Project Fund have been fully disbursed to the Developer in the form of reimbursements, the City will within thirty (30) days following receipt of the Cost Certificate (forty-five (45) days in case of the final Cost Certificate) (i) pay to the Developer the amounts properly reflected in any Cost Certificate to be paid from the portion of the City Project Fund or (ii) forward the approved Cost Certificate to the trustee or disbursing agent designated by the Developer in the Cost Certificate for payment of the amounts reflected in any Cost Certificate to be paid from the Port Bond Project Fund. Disbursement of any amounts in the Port Bond Project Fund that are not made pursuant to an approved Cost Certificate shall constitute an Event of Default on the part of the Developer hereunder. To the extent that the Developer has not theretofore paid the applicable subcontractor(s) and/or supplier(s) the amount requested in such Cost Certificate, the Developer will promptly pay to the applicable subcontractor(s) and/or supplier(s) the amounts payable to such subcontractor(s) and/or supplier(s).

All disbursements pursuant to this Section to be made from the City Project Fund will be made solely from the money deposited into the City Project Fund and such monies will be the sole source of monies available from the City for payment of the Costs of the Work.

All proceeds of the Subordinated Bonds (as defined in the Development Agreement) must be disbursed prior to any disbursement of amounts in the City Project Fund; provided, however, that the project fund for the Subordinated Bonds may be reimbursed from amounts in the City Project Fund to the extent the Subordinated Bond proceeds were disbursed to pay for Costs of the Work eligible to be funded from the City Project Fund as described in this paragraph. The Developer shall submit such documentation as is reasonably required by the City Finance Director to evidence expenditure of all Subordinated Bond proceeds prior to submitting the first Cost Certificate requesting disbursement from the City Project Fund. Amounts in the City Project Fund shall be disbursed only to pay or reimburse the Developer for Costs of the Work consisting of the Off-Site Infrastructure and the portion of the On-Site Infrastructure consisting of labor and material costs of constructing the public roadways and water and sewer lines constituting a portion of the Public Improvements as further described on **EXHIBIT B**. Amounts in the City Project Fund shall not be disbursed to the extent that such disbursement causes (i) the total amount of GO Bond proceeds disbursed from the City Project Fund to exceed forty percent (40%) of the total proceeds of the

Senior Bonds (as defined in the Development Agreement) disbursed from the Port Bond Project Fund for Costs of the Work through the date of such disbursement or (ii) causes the remaining amount in the City Project Fund to be less than the estimated amount necessary to complete the Off-Site Improvements.

(c) City Payments Limited to Amount in Project Fund. The Developer covenants and agrees that it will be responsible for the Cost of the Work that is not paid from amounts deposited in the Project Fund, and the Developer will not be entitled to any further reimbursement therefor from the City and the City shall have no obligation to reimburse the Developer for that unreimbursed Cost of the Work from any other City monies.

(d) Other Related Provisions. Upon request of the Authorized City Representative, the Finance Director or the Engineer, the Developer will furnish invoices or other documentation in connection with each Cost Certificate. Any Cost Certificate under this Section 6.2 may be in the form of a communication by telegram, e-mail, or facsimile transmission, but if in such form, it must be promptly confirmed by a Cost Certificate executed by an Authorized Developer Representative and approved by the Authorized City Representative that is delivered to the Developer by telegram, e-mail, or facsimile transmission.

In authorizing payment of any Cost Certificate under this Section 6.2, the City is entitled to rely as to the completeness and accuracy of all statements in such Cost Certificate upon the approval of such Cost Certificate by an Authorized Developer Representative, execution thereof, and communication thereof by telegram, e-mail, or facsimile transmission, to be conclusive evidence of such approval, and the Developer will indemnify and save harmless the City from any liability incurred in connection with any Cost Certificate so executed or communicated by an Authorized Developer Representative.

So long as any Event of Default by the Developer continues, the Developer may not submit or cause to be submitted to the City any Cost Certificate pursuant to this Section 6.2 and has no claim upon any money in the Project Fund.

Section 6.3. Final Disbursement for Each Phase. Upon final completion of the Work on each Phase of the Public Improvements and acceptance by the City, the Developer will submit to City a final Cost Certificate for payment of all remaining sums. Retainage shall be disbursed to the Developer along with the final disbursement for the applicable Phase of the Public Improvements. Payment of the final payment is subject to the provisions of this Article VI. The Developer will deliver to City copies of conditional final lien waivers executed by all subcontractors, suppliers or lien claimants along with the final Cost Certificate together with the final payroll report and prevailing wage affidavit required by Section 5.2.

Section 6.4. No City Pledge or Debt. The City's obligation to make payments to the Developer pursuant to this Agreement is not an obligation or pledge of any money raised by taxation and does not represent or constitute a debt or pledge of the faith and credit of the City. Except for the payments from the City Project Fund and in the aggregate amount described in this Agreement and for the reimbursements of Cost of the Work, the Developer will receive no other money from the City in connection with the construction of the Public Improvements.

(END OF ARTICLE VI)

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either Party, such Party will, upon written notice from the other, proceed promptly to cure or remedy such default or breach, and, in any event, within 30 days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within that 30 day period, then the Party will upon written notice from the other commence its actions to cure or remedy the breach within the 30 day period, and proceed diligently thereafter to cure or remedy the breach. In case such action is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the following remedies may be pursued: (i) the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; (ii) the aggrieved Party may terminate this Agreement or suspend its obligations under this Agreement, provided the aggrieved Party must provide 30 days' notice of any termination to the defaulting Party and provided further that the aggrieved Party must rescind the termination notice and not terminate the Agreement if the defaulting Party cures all Events of Default within a reasonable period of time thereafter; and (iii) in addition, if the default or breach is a failure of Developer to achieve completion of the Work on the Off-Site Infrastructure within 12 months of the date the notice of commencement for such Work executed by the City, as such date may be adjusted by Change Order, the City may perform Developer's obligations under this Agreement with respect to the Off-Site Infrastructure and, at the City's option, charge the cost of the same to the Developer or the Developer's surety or pay the costs thereof from the Project Fund prior to making any payments to the Developer or its assignees thereunder.

Section 7.2. Other Rights and Remedies; No Waiver by Delay. The Parties each have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of, and its remedies under, this Agreement; provided, that any delay by either Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement does not operate as a waiver of such rights or to deprive it of or limit such right in any way (it being the intent of this provision that neither Party should be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Agreement because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor does any waiver in fact made by either Party with respect to any specific default by the other Party under this Agreement be considered or treated as a waiver of the rights of such Party with respect to any other defaults by the other Party to this Agreement or with respect to the particular default except to the extent specifically waived in writing.

Section 7.3. Force Majeure. Notwithstanding anything contained in Sections 7.1 and 7.2 to the contrary and except as otherwise provided herein, no Party will be considered in default in its obligations to be performed hereunder, if delay in the performance of such obligations is due to an event of Force Majeure beyond its control and without its fault or

negligence; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations will be extended for the period of the enforced delay; provided, however, that the Party seeking the benefit of the provisions of this Section must, within 14 days after the beginning of such enforced delay, notify the other Party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within 30 days after the end of the delay, notify the other Party in writing of the duration of the delay.

(END OF ARTICLE VII)

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Notice. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed received when the return receipt is signed or refused. Any process, pleadings, notice of other papers served upon the Parties must be sent by registered or certified mail at their respective Notice Address, or to such other address or addresses as may be furnished by one Party to the other.

Section 8.2. Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the City contained in this Agreement are effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement is a covenant, obligation or agreement of any present or future officer, agent or employee of the City other than his or her official capacity, and neither the members of the legislative body of City nor any official executing this Agreement are liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City contained in this Agreement.

Section 8.3. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination will not affect any other provision, covenant, obligation or agreement, each of which will be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability will not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement will be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 8.4. Binding Effect Against Successors and Assigns. The provisions of this Agreement are binding upon the successors or assigns of the Parties.

Section 8.5. Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

Section 8.6. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

Section 8.7. Executed Counterparts. This Agreement may be executed in several counterparts, each of which constitutes an original, but all of which together constitute one and

the same instrument. Signatures transmitted by facsimile or electronic means are deemed original signatures. It will not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

Section 8.8. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State or applicable federal law. All claims, counterclaims, disputes and other matters in question between any of the Parties and their respective agents and employees, arising out of or relating to this Agreement or its breach must be decided in a court of competent jurisdiction within Franklin County, Ohio.

Section 8.9. Assignment; City Consents. This Agreement may not be assigned without the prior written consent of the non-assigning Party; provided that the Developer may, without the consent of the City, (i) assign this Agreement to an affiliate or entity under common control with the Developer, and (ii) make a collateral assignment of its rights and obligations under this Agreement to a lender, in each case as long as the assignment provides that the Developer remains liable for all its obligations under this Agreement. The City will cooperate with any reasonable assignment request by a lender and the City Administrator is authorized to execute and deliver reasonable and customary instruments requested by any such lender to evidence the City's acknowledgment or consent to that assignment and the lender's collateral interest in this Agreement. Unless otherwise noted, any consent of the City to be given under this Agreement may be given by the City Administrator and must be given in writing.

Section 8.10. Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement survive the execution and delivery of this Agreement.

(END OF ARTICLE VIII – SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the Parties have caused this Infrastructure Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

CITY OF GROVE CITY, OHIO

TOWNSEND CONSTRUCTION COMPANY

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

By: _____
[name]
[title]

Approved as to form:

Signature Date
Stephen J. Smith
City Attorney

FISCAL OFFICER'S CERTIFICATE

The undersigned, Finance Director of The City of Grove City, Ohio under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City during the year 2019 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

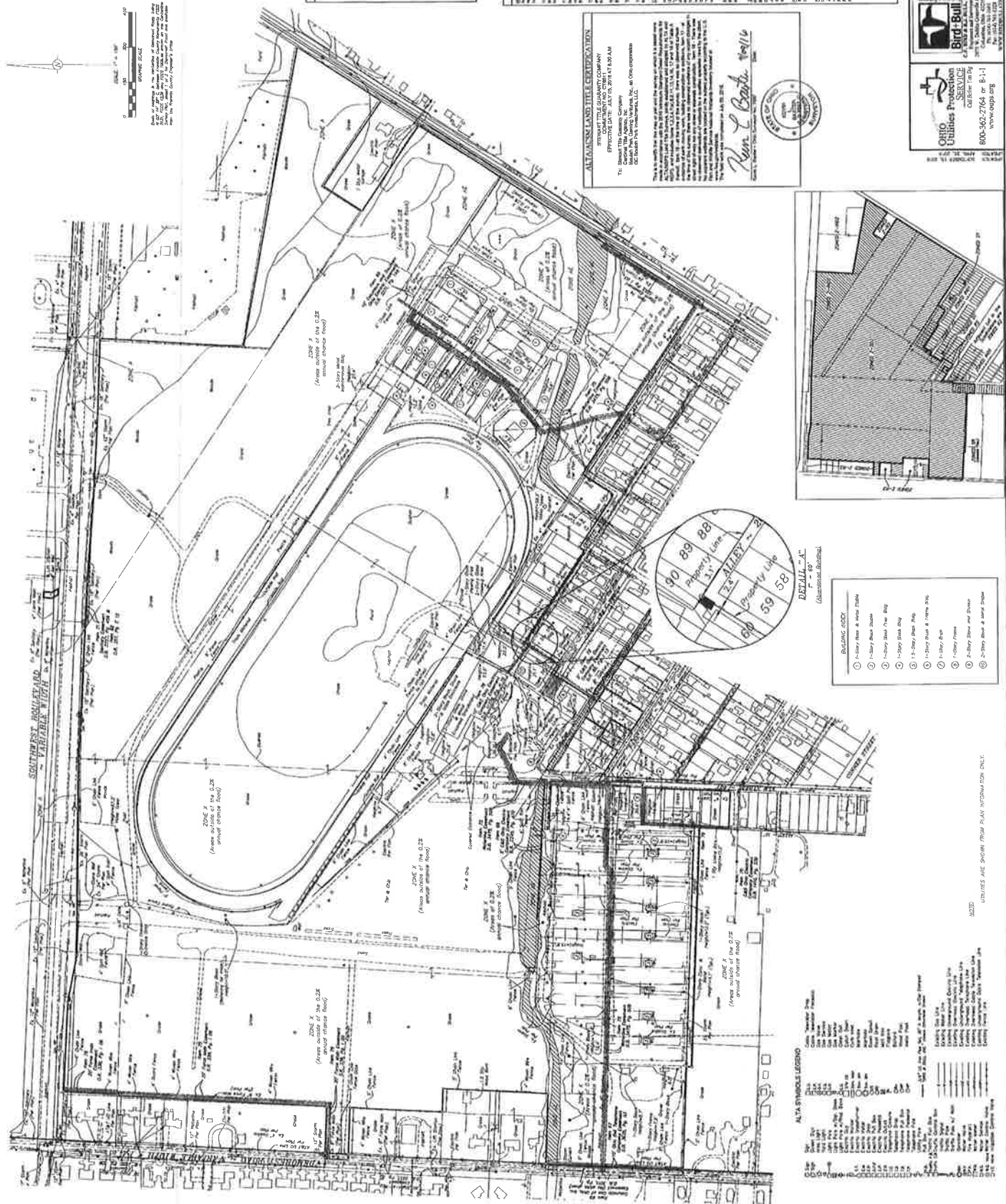
Dated: _____, 2019

Michael Turner, Finance Director
City of Grove City, Ohio

EXHIBIT A

DEPICTION OF THE PROPERTY

[attached]

[illegible]

ORIO
Utilities Protection
SERVICE
 Call Before You Dig
 800-362-2766 or 8-1-1
www.orio.org

The image shows a document page with a large, dense, and mostly illegible stamp or form in the center. The stamp appears to be a complex administrative or legal document with many fields and lines of text. The page is oriented vertically, and the stamp is the primary focus.

EXHIBIT B

DESCRIPTION OF THE PUBLIC IMPROVEMENTS AND PRELIMINARY COST ESTIMATES

The Public Infrastructure Improvements consist of any “public infrastructure improvement” defined under ORC 5709.40(A)(7) and that directly benefits the Property, both on-site and off-site, and specifically include, but are not limited to, the following improvements that will directly and indirectly benefit the Property and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC 133.15(B)):

- **Roadways.** Construction, reconstruction, extension, opening, improving, maintaining, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto, including, without limitation, construction of public roads adjacent to the Property, the extension of Columbus Street and Park Street, and improvements to Southwest Boulevard and Demorest Road.
- **Parking.** Construction, reconstruction, improving, and equipping of surface or structured public parking facilities.
- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto, including, without limitation, water and sewer lines constructed within rights of way adjacent to the Property.
- **Environmental/Health.** Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Property or the Public Infrastructure Improvements, and the construction of public health facilities.
- **Utilities.** Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in “Roadways” above.
- **Stormwater.** Construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.
- **Demolition.** Demolition, including demolition of the existing structures on the Property.

- **Parks.** Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto, including, without limitation, the parks to be located on the Property and owned by the City or any new community authority encompassing all or some of the Property.
- **Streetscape/Landscape.** Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in "Roadways" above.
- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research, including acquisition of interests in the Property necessary for redevelopment of the Property.
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

The estimated cost for both phases of the on-site improvements is approximately \$26,000,000.00 and of the off-site improvements is approximately \$3,050,000.00. The estimated costs for phase 1 is in the attached proforma and the estimated costs for phase 2 will be \$8,000,000.00.

Beulah Park Redevelopment

Schedule II

Phase I Public Improvement Budget and Estimated Monthly Construction Draw Schedule

	BUDGET	
	TOTAL	\$
I. Phase I Public Improvement Uses		
Soft Costs		
Developer Fee	\$ 450,000	\$
Management Fee	300,000	
Architectural, Engineering, & Planning	750,000	
Developer Legal & Financial Advisor Fee	350,000	
CORBF Debt Service Reserve	500,000	
Other Port Debt Service Reserve	400,000	
Total Bond Capitalized Interest	1,406,444	
Subordinate Bond Estimated COI	44,000	
Grove City GO Bond Estimated COI	62,500	
CORBF Estimated COI	202,000	
Other Bond Fund Estimated COI	172,000	
Soft Cost Subtotal	\$ 4,636,944	
Hard Costs		
Park Land Acquisition	\$ -	\$
Park Demolition	500,000	
Entrance Features	450,000	
Park Memorial Gardens	325,000	
Park Bike Path	250,000	
Park Pavilion	-	
Earthwork	2,100,000	
Site Pavement	3,300,000	
Water Distribution	1,400,000	
Storm Sewer	2,500,000	
Sanitary Sewer	1,800,000	
Signage	110,000	
Lighting	700,000	
Contingency	925,000	
Hard Cost Subtotal	\$ 14,380,000	
Totals	\$ 18,996,944	

Off-site improvements to Southwest Boulevard \$2,900,000.00
 Off-site sanitary sewer 150,000.00

EXHIBIT C

PERSONAL PROPERTY TAX AFFIDAVIT

(O.R.C. § 5719.042)

State of Ohio

County of _____, ss:

_____, being first duly sworn, deposes and says that he/she is the
(Name)

_____ of _____
(Title) (Name and Address of Contractor)

_____ (the
"Contractor") and as its duly authorized representative, states that effective this _____ day of
_____, 201_, the Contractor:

- () is charged with delinquent personal property taxes on the general list of personal property as set forth below:

County Amount (include total amount penalties and interest thereon)

_____ County \$ _____

_____ County \$ _____

_____ County \$ _____

- () is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.

(Affiant)

Sworn to and subscribed before me by the above-named affiant this _____ day of
_____, 201_.

(Notary Public)

My commission expires

_____, 201_

EXHIBIT D
COST CERTIFICATE

No. _____

City of Grove City, Ohio
4035 Broadway
Grove City, Ohio 43123
Attention: City Administrator

[TRUSTEE CONTACT]

[PORT CONTACT]

Subject: Cost Certificate pursuant to Infrastructure Agreement (Beulah Park Redevelopment Project)

Public Improvement Phase: _____
Amount Requested From City Project Fund: \$ _____
Amount Requested From Port Bond Project Fund: \$ _____
Amount of Prior Disbursements from Port Bond Project Fund: \$ _____
Estimated Remaining Amount to Complete Off-Site Improvements: \$ _____

You are hereby requested to approve the Costs of the applicable Phase of the Public Improvements in accordance with the provisions of the Infrastructure Agreement (Beulah Park Redevelopment Project)(the "Agreement") dated as of _____, 2019, by and between the City and Townsend Construction Company (the "Developer"), in the respective amounts set forth above. All capitalized terms not otherwise defined in this Cost Certificate have the meanings assigned to them in the Agreement.

The undersigned Authorized Developer Representative does hereby certify in compliance with the Agreement that:

(i) I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents of Developer relating to the matters covered by this Cost Certificate.

(ii) The amount and nature of the portion of the Cost of the applicable Phase of the Public Improvements requested to be paid are shown on Schedule A attached hereto.

(iii) The Costs of the applicable Phase of the Public Improvements shown on Schedule A are for obligations properly incurred, is a proper charge against the Project Fund, as a Cost of the applicable Phase of the Public Improvements, has not been the basis of any previous Cost Certificate and was made in accordance with the Construction Documents.

(iv) The Public Improvements to which this Cost Certificate relate have not been materially injured or damaged by fire or other casualty in a manner which, if not repaired or replaced, would materially impair the ability of Developer to meet its obligations under the Agreement.

(v) Developer is in material compliance with all provisions and requirements of the Agreement, including, but not limited to, all prevailing wage requirements (attached hereto as Schedule B are the required prevailing wage affidavits).

(vi) No Event of Default by the Developer exists under the Agreement, and no event which but for the lapse of time or the giving of notice or both would be an Event of Default, has occurred and is continuing.

(vii) Attached hereto as Schedule C are conditional lien waivers from any materialmen, contractors and subcontractors who have provided services or materials to the Public Improvements that are the subject of this Cost Certificate and are unconditional lien waivers from any materialmen, contractors and subcontractors who have provided services or materials to the Public Improvements that are the subject of the prior Cost Certificate.

(viii) The Public Improvements that are the subject of this Cost Certificate have been installed substantially in accordance with the Construction Documents for the Public Improvements, and all materials for which payment is requested have been delivered to and remain at the location where they are to be installed.

(ix) The payment requested hereby does not include any amount which is entitled to be retained under any holdbacks or retainages provided for in any agreement other than the Agreement.

(x) Developer has asserted its entitlement to all available manufacturer's warranties to date for the Public Improvements that are the subject of this Cost Certificate, which warranties have vested in Developer and have been non-exclusively assigned to the City until after the expiration of the warranty period whereupon the assignment shall be deemed exclusive.

(xi) The Developer has provided the bond required by Section 5.9 of the Agreement for the Public Improvements that are the subject of this Cost Certificate.

EXECUTED this ____ day of _____, 20__.

By: _____
Authorized Developer Representative

ENGINEER'S CERTIFICATION:

All amounts requested for payment hereunder are for costs incurred for the design or construction of the Phase of Public Improvements identified above

EVANS, MECHWART, HAMBLETON & TILTON

By: _____
Name:
Title:

EXHIBIT E

FORM OF CONTRACT ADDENDUM

1. Contractor acknowledges and agrees that Townsend Construction Company (the "Developer") is an independent contractor, and not an agent, of the City of Grove City, Ohio (the "City") employed to provide construction services for the Project (as defined below) pursuant to an Infrastructure Agreement (Beulah Park Redevelopment Project) by and between the Developer and the City (the "Infrastructure Agreement").
2. Contractor acknowledges and agrees that the City has no obligation to make payments under this contract unless and to the extent the City is exercising rights of the Developer pursuant to paragraph 15. Upon exercise of such rights, the City shall be obligated to the extent of funds certified as available for payment of this contract from time to time by the City's Finance Director ("Available Funds"). The City is not obligated to use any money or assets other than Available Funds to pay any amount due under this contract. Contractor is not required to perform any obligations that will not be paid or reimbursed to Contractor from Available Funds. ***Without limiting the foregoing, it is expressly understood and agreed that neither the Developer, the Contractor, nor any other person has any right or claim to any payment from, or any claim on any revenues or assets of, the City other than Available Funds, and this contract does not constitute a general debt or a pledge of the general credit of the City, nor gives rise to any pecuniary liability of the City except to the extent of Available Funds.***
3. [Applicable to Off-Site Infrastructure: Contractor acknowledges that all liens for labor and materials provided under this contract are subject to the requirements of Ohio Revised Code Section 1311.25 et seq.][Applicable to On-Site Infrastructure: Contractor acknowledges that all liens for labor and materials provided under this contract are subject to the requirements of Ohio Revised Code Section 1311.04 et seq.] The Contractor acknowledges receipt of the Notice of Commencement for the Project. Contractor will provide, and will require all subcontractors to provide, conditional lien waivers for all labor and materials when submitting requests for payment under this contract.
4. [Applicable only to Off-Site Infrastructure: The Contractor will provide a surety bond naming the City and Developer as payees prior to commencement of work under this contract. The surety bond must be in the form provided by Ohio Revised Code Section 153.57 and must cover all costs of work and materials provided under this contract throughout the term of this contract and the guaranty period described in paragraph 5. The surety bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio with an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category Class of Class VI at the time the bond is underwritten. The bond must also be supported by a power of attorney for the agent signing the surety.]
5. Contractor warrants to the City that: (a) all work under this contract will be performed with the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services; (b) all materials incorporated into that work are of good

quality and new unless otherwise required or permitted by the plans and specifications for the Project approved by the City; (c) all such materials and work are of good and workmanlike quality, free of defects not inherent in the quality required or permitted; (d) all such materials and work will perform all functions for which they are intended; (e) all such materials and work conform to the requirements of the plans and specifications for the Project as approved by the City and this contract in all material respects; (f) all such materials and work will be free from defects (without regard to the standard of care exercised in the performance of the work) for a period of one year after final completion of all work required by this contract. Contractor will, at its sole cost and expense, (g) promptly correct all of the work not in material conformance with the contract and the plans and specifications for the work to be performed under this contract, (ii) correct any defects in materials and workmanship (without regard to the standard of care exercised in the performance of the work) that appear within a period of one (1) year (two (2) years for storm sewer improvements dedicated to the City) after written conditional acceptance of the work performed under this contract by the City; and (iii) replace, repair or restore any parts of the work or any of the materials placed therein that are injured or damaged as a consequence of corrective action taken pursuant hereto. Contractor will remove, in a manner that at all times complies with all applicable laws, including environmental laws, from the Project all portions of the Contractor's work that are defective or nonconforming and that have not been corrected under this paragraph unless removal is waived by the City in writing. If Contractor fails to make or cause to be made corrections required by this paragraph, the City may do so at the sole expense of Contractor and Contractor will pay or reimburse all such amounts on demand with interest at the rate of ten percent per annum from the date of demand. The warranties provided in this paragraph are in addition to, and do not limit, any other guarantee, warranty or remedy provided by law, by a manufacturer, by this contract, each of which other guarantee, warranty or remedy may be enforced by the City as a third party beneficiary of this contract. Contractor further hereby assigns any guarantees or warranties provided to it by any of its subcontractors to the City.

6. The Contractor will indemnify, defend and hold harmless the City and its officials, agents and employees from and against any and all suits, claims damages, losses and expenses, including reasonable attorneys' fees, arising or allegedly arising out of, or resulting from the Contractor's or its agents, subcontractors, employees or representatives performance of its obligations under this contract or any work performed by it or its subcontractors. With respect to the work performed under this contract, and solely to the extent necessary to effect such indemnity, the Contractor hereby expressly and specifically waives the constitutional and statutory immunity from suit and causes of action provided to employers in Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code, as well as any other similar immunity provided for or by any statute, law or constitutional provision of the State of Ohio and of any other applicable state. The Contractor will promptly reimburse the City and its officers, agents and employees for any cost, expense or reasonable attorneys' fees incurred on account of any such suit or claim incurred or in enforcing the terms of this contract against the Contractor.
7. Contractor represents and warrants to the City that it is and will remain in compliance and, upon request, will provide to the City appropriate statements or affidavits stating that it is in

compliance with all legal requirements for contracting with Ohio political subdivisions including, without limitation, all requirements imposed by State of Ohio campaign financing laws contained in Chapter 3517, Ohio Revised Code, any provisions of Sections 2921.42, Ohio Revised Code (unlawful interest in public project), that may be applicable to it, and that it is not aware of any finding for recovery issued against it by the Auditor of the State of Ohio that is "unresolved" under Ohio Revised Code Section 9.24. Contractor shall submit the personal property tax affidavit required by Ohio Revised Code Section 5719.042 and no payments shall be made under this contract until the Contractor has paid any such delinquent taxes and any penalties and interest thereon.

8. Contractor acknowledges that the Developer may be entitled to an Ohio sales and use tax exemption pursuant to Ohio Revised Code Section 5739.02(B) for building and construction materials or services provided under this contract and Contractor will not pay any such Ohio sales or use tax to the extent that exemption is applicable, but only if the Contractor has been provided an appropriate certification (or copy thereof) signed by the City evidencing the availability of that exemption. Contractor will, and will require all subcontractors and vendors to, retain copies of all records required under Ohio Revised Code Section 5739.03 in connection with the sales or use tax exemption for at least five years after completion of the work under this contract and will provide those records to the Tax Commissioner of the State of Ohio upon request.
9. Contractor will comply, and to cause compliance by its subcontractors, with the requirements of Ohio Revised Code Chapter 4115 for the payment of prevailing wages for the work performed pursuant to this contract. Contractor must ensure that all laborers and mechanics employed by Contractor (or by any of its subcontractors) in the performance of such work are paid at the prevailing rates of wages of laborers and mechanics for the class of work called for with respect to that work, which wages must be determined in accordance with the requirements of Ohio Revised Code Chapter 4115; provided that in the case of any work performed by Contractor's or any of its subcontractor's regular bargaining unit employees who are covered under a collective bargaining agreement that was in existence prior to the date of this contract, the rate of pay provided under the applicable collective bargaining agreement may be paid to such employees. Contractor further acknowledges and agrees that performance of such work is the construction of a "public improvement" within the meaning of Ohio Revised Code Section 4115.03, and that as a result, Contractor must, and must cause all of its subcontractors performing any portion of such work to, comply with all applicable requirements of Ohio Revised Code Sections 4115.03 to 4115.16 and other applicable laws related thereto. Upon request from time to time by either the City, Contractor must promptly deliver to the City satisfactory evidence that Contractor and all of its subcontractors have complied with the foregoing requirements. The prevailing wage coordinator will be the City's Contract & Procurement Coordinator. Contractor represents and warrants that neither it nor any of its subcontractors has been or will be included on any list described in Ohio Revised Code Section 4115.133.
10. Notwithstanding any other provision of this contract to the contrary, the City: (a) is not obligated to indemnify any party pursuant to the terms of this contract; and (b) retains all rights of set-off, counterclaim, recoupment and other similar remedies. All payments by the

City for work performed under this contract are expressly conditioned on Contractor's compliance with the requirements of this contract and performance of its obligations under this contract (including this addendum) in all material respects.

11. The Contractor hereby represents and warrants that it practices and will continue to practice nondiscriminatory hiring in its operations and in all solicitations or advertisements for employees placed by it or on its behalf and will require all subcontractors to do the same. As used in this Section, the term "nondiscriminatory hiring" means that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry or any other classification that is now or may become a classification protected by Federal law or the laws of the State of Ohio.
12. Contractor will withhold and pay, will require all of its subcontractors to withhold and pay, all City income taxes due or payable with respect to wages, salaries, commissions and any other income subject to the provisions of the City's Income Tax Code.
13. Contractor and its subcontractors are solely responsible for their respective compliance with the Occupational Safety and Health Act of 1970.
14. All representations and warranties under this addendum and contract are made to the City and the Developer. Any material inaccuracy of any representation at the time it was made and any material failure to fulfill any warranty or obligation hereunder is a breach of this contract by Contractor.
15. The Contractor acknowledges and agrees that upon the occurrence and continuation of an Event of Default by the Developer under the Infrastructure Agreement, the City may exercise any rights of the Developer under this contract and the Contractor will accept such exercise of rights in lieu of exercise of those rights by the Developer.
16. The obligations of the Contractor under this addendum survive the termination of this contract.
17. In case of conflict between the terms of this addendum and the remainder of this contract, the terms of this addendum prevail.

Accepted and Agreed by:

_____, as Contractor

By: _____

Name & Title: _____

Name of Contract: _____

Name of Project: _____

EXHIBIT 6

Summary of Economic Development Incentives Terms

CRA Exemptions:

Exemption Applications:

The Property is located within a “pre-1994” CRA. The Developer shall prepare and file or cause to be prepared and filed all necessary exemption applications with the City to commence the CRA exemption for each portion of the project, in accordance with the applicable provisions of the Ohio Revised Code. The City shall cooperate with the Developer in obtaining CRA exemptions for the project, and shall timely provide all necessary forms and, subject to receiving properly completed applications, approvals for the CRA exemptions, including the required certification of each CRA exemption application by the City’s Housing Officer to the Franklin County Auditor (the “County Auditor”).

Scope of CRA Exemptions:

As provided in the Ohio Revised Code and the City’s CRA legislation, the CRA exemption shall be 15 years, 100%, and are intended to commence for the calendar year following the year in which the City’s CRA Housing Officer certifies the CRA exemption for each improvement to the County Auditor. It is the express intention of the Developer and the City that the CRA exemptions take precedence over any TIF exemption that applies to the same portion of the Property for the term of the CRA exemptions.

NCA:

Establishment of NCA:

The Developer shall establish the NCA through the filing of a petition (the “Petition”) with City Council pursuant to Ohio Revised Code Section 349.03. The Developer shall provide to the City a draft of the Petition and shall not submit the Petition to the City prior to the City’s review and approval of the form of the Petition. The City agrees that City Council is the “organizational board of commissioners” as defined in Ohio Revised Code Section 349.01(F) and the only “proximate city” with respect to the Petition. As a result, the City shall submit to City Council for its consideration (i) legislation approving the form of the Petition, and (ii) authorizing the necessary notice and hold the required hearings to establish the NCA as provided in Ohio Revised Code Section 349.03. If City Council determines that the NCA would be conducive to the public health, safety, convenience and welfare, and is intended to result in the development of a new community, City Council shall pass legislation declaring the NCA to be organized as a body corporate and politic as provided in Ohio Revised Code Section 349.03.

Declaration of Covenants:

Not later than 30 days after the effective date of the City legislation establishing the NCA, or such later date acceptable to the City, the Developer shall file with the County Recorder a Declaration of Covenants (the "Declaration") that includes, without limitation, the following terms: (i) a requirement that the Board of Directors of the NCA impose a community development charge (the "Charge," as further described below) at the levels indicated below; (ii) language indicating that the Charge is a lien upon the Property, and that the requirement to pay the Charge is a covenant running with the land; (iii) language regarding the payment and collection of the Charge; and (iv) other related terms and provisions. The Developer shall provide to the City a draft of the Declaration and shall not record the Declaration prior to the City's review and approval of the form of the Declaration.

Community Development Charge:

As described in the Financing Term Sheet, the Charge shall be the primary source of repayment on the Senior Bonds and the Subordinated Bonds for years 1 through 15. The Charge will be calculated on an annual basis by a calculation agent (the "Calculation Agent"), hired and paid by the NCA Board of Trustees, in an amount equal to 100% of the real property taxes exempted pursuant to the CRA (subject to reduction as described below), and the Phase I parcels are subject to minimum square foot valuations designed to equal 120% of debt service coverage on the Senior Bonds, as further provided below. The minimum Charge for years 1 through 30 for the Phase I parcels will be calculated on the following basis (subject to reduction as described below, with credit given for each parcel for any TIF service payments in lieu of taxes ("Service Payments") received by the City for that parcel beginning upon the expiration of the CRA exemption for that tax parcel):

<u>Private Development Parcels</u>	<u>Millage Rate</u>	<u>Assigned Vertical Value</u>	<u>Annual Minimum Payment</u>
Apartments (264 units)	91.1607290	\$21,513,040	\$ 686,401
Ranch Condos (55 units)	75.2403890	\$15,675,000	\$ 412,788
Assisted Living Facility	91.1607290	\$ 8,454,420	\$ 269,749
Indp. Living Facility (land value only)	91.1607290	<u>\$ 75,000</u>	<u>\$ 75,000</u>
Total		\$45,717,460	\$1,443,937

In addition, for any year for which the total Charges and TIF Service Payments (defined below) are insufficient to provide 120% debt service coverage on the Senior Bonds, an additional Charge will be levied in an amount necessary to provide such 120% debt service coverage. Notwithstanding the foregoing minimum Charge amounts, the NCA Board may reduce the total amount of the Charge on all parcels to less than 100% of the real property taxes exempted

pursuant to the CRA (but not less than 50% of such taxes for apartments and townhome condominiums, 65% of such taxes for assisted living and independent living facilities and 75% of such taxes for ranch condominiums and single family homes) if the total annual Charge collections and Service Payment collections (net of County fees and School District compensation) for any year in which such a reduction occurs will be equal to or greater than 1.2x debt service on all Senior Bonds and, Additional Bonds (as defined below) for the applicable year after such reduction. The NCA Board may choose to levy a different percentage Charge to different parcels of the Property according to use, zoning classification or any other characteristic deemed relevant by the NCA Board (e.g., one percentage for commercial parcels and a different percentage for residential parcels), so long as the aforementioned conditions are met.

In addition to the foregoing Charges, the NCA shall also levy a Charge on each building beginning the year after the expiration of the CRA exemption for that building in the amount necessary to pay for NCA operation (subject to the \$55,000 per year cap described below). Additional Charges above the amount necessary for NCA operations are at the sole discretion of the NCA Board.

The Developer and other guarantors reasonably required by the City and CFCFA after credit review shall guaranty payment of the annual minimum Charges for each tax parcel until a certificate of occupancy is issued for the unit(s) to be constructed on that tax parcel.

No later than the last business day of each April and October, the NCA shall transfer the entire Charge balance (less an allowance for NCA operating costs that shall not exceed \$55,000 per year without the written approval of the City) to the City. The Charge shall first be applied, pro rata, to the payment of debt service on the Senior Bonds and up to \$8 million in aggregate principal amount of additional senior bonds issued to pay for additional public improvements for Phase II of the development as described on Exhibit 8 hereto, or such higher amount or other improvements as approved in writing by the City (the "Additional Bonds"), second to payment of the Subordinated Bonds, with any remainder split evenly between the Developer and the City until the City is reimbursed for its cost of the Columbus Street extension as described in Section II A (2) of the Development Agreement, after which event, any remaining Charges to be paid to the NCA to reimburse the Developer for the costs of the Off-Site Infrastructure plus Three Million Two Hundred Thousand Dollars (\$3,200,000) for the Park and for any lawful purpose.

The cooperative agreement to be entered into among the City, the NCA and the CFCFA shall provide that Additional Bonds may not be issued unless the sum of (i) the Charge revenue and Service Payments available for debt service payments in the year immediately prior to the issuance of the Additional Bonds, plus (ii) the amount of additional annual Charge revenue and Service Payments that will be generated from committed development using the minimum valuations set forth in the Declaration, equals or exceeds 1.2x the debt service requirements for all Senior Bonds and Additional Bonds that will be outstanding following the issuance of the Additional Bonds for each year any such bonds will be outstanding, all as verified by a revenue consultant reasonably acceptable to CFCFA and the City (the "Additional Bonds Test").

The Charges will remain in place until all of the bonds are repaid in full, and shall be used in years 16 through 30 (i) to pay debt service on the Senior Bonds and Additional Bonds if the TIF Service Payments generated are insufficient for debt service on the Senior Bonds and Additional

Bonds, (ii) to reimburse the Developer for certain infrastructure and operation and maintenance costs, and (iii) to pay the debt service on any Subordinate Bonds; provided, that any such Charges levied for the purpose described in clauses (ii) or (iii) shall not exceed 7 mills without the consent of the majority of the owners of parcels affected by the Charge in year 16. Any reimbursement obligations owed to the Developer and the Subordinate Bonds shall be redeemable at the option of the NCA beginning no later than year 16 at a price equal to par plus accrued interest.

TIF Exemptions:

Establishment of TIFs:

The City shall establish or has established one or more TIFs encompassing the entirety of the Project pursuant to Ohio Revised Code Section 5709.40(B) or 5709.41. The TIFs shall be established pursuant to one or more ordinances adopted by City Council (the "TIF Ordinances"). The City shall take all necessary actions to establish the TIFs, including the provision of required notice to all property owners, school districts and joint vocational school districts, as required pursuant to Ohio Revised Code Section 5709.40, 5709.41 or 5709.83. The Developer shall reasonably assist the City in taking the necessary actions to establish the TIFs.

Scope of TIF Exemptions:

All TIF exemptions shall be 30 years, 100%, and shall include "non-school" language pursuant to which the affected local school district and, if applicable, any joint vocational school district will receive payments equal to the amount of taxes that each would have received absent the TIF exemption, as provided in Ohio Revised Code Section 5709.40(D)(1) or 5709.41 (the "TIF Exemption"). To the extent allowed by law, all TIFs shall commence on a parcel-by-parcel basis upon development of each parcel, with the intention of maximizing the term and amount of the exemption for each parcel of the Property.

Exemption Applications:

The City shall prepare and file all necessary exemption applications to effectuate the TIF Exemption for each parcel of the Property. The Developer shall cooperate with the City in the preparation and filing of the TIF Exemption applications, including executing consents thereto, and shall execute all necessary documents to allow the City to file the exemption applications. The parties acknowledge that the TIF Exemption shall not commence until the State of Ohio Department of Taxation has issued a final determination with respect to the Development in accordance with Ohio Revised Code Section 5715.27. After the TIF Exemption has been approved, the Developer shall cause notice of the TIF and its obligations under this Agreement to be recorded and prepared in accordance with the provisions of Ohio Revised Code Section 5709.911(C)(1), at the County Recorder of Franklin County, Ohio.

Use of TIF Service Payments:

The TIF Service Payments are expected to be nominal during the 15 years in which CRA exemptions are effective on the Property. In years 16 through 30, TIF Service Payments (net of the above-described County fees and payments to the School District) will serve as the primary

source of repayment on the Senior Bonds and any Additional Bonds. In addition, in the event that Service Payments plus Charge revenue available for debt service payments are insufficient to pay all debt service payments due in a year on the Senior Bonds and any Additional Bonds, the NCA will be required to levy an additional Charge in that year as necessary to pay all such debt service on the Senior Bonds and any Additional Bonds. The parties acknowledge that the provisions of Ohio Revised Code Section 5709.91, which specify that the Service Payments shall be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11, including but not limited to, the priority of the lien and the collection of Service Payments, shall apply to the TIF Exemption.

The Service Payments (net of the amounts paid directly to the affected school districts) shall be deposited into the fund established in the TIF Ordinance (the "TIF Fund") and applied annually as follows:

1. First, to make debt service payments on, and pay all fees and expenses attributable to, the Senior Bonds and any Additional Bonds;
2. Second, to the extent that Service Payments remain in the TIF Fund after the application of (1) above, 100% of such remaining Service Payments shall be used to reimburse the City up to Six Million Dollars (\$6,000,000) for costs incurred by the City for the Columbus Street Extension that have not otherwise been reimbursed to the City from Charges or other sources, ;
3. Third, to the extent that Service Payments remain in the TIF Fund after the application of (1) and (2) above, up to a maximum of \$3,200,000 to reimburse the Developer for its costs of acquiring the "Park" as defined in Section II.A(1)(a)(i) that have not otherwise been reimbursed to the Developer from Charges or other sources; and
4. Fourth, to the extent that Service Payments remain in the TIF Funds after the application of (1), (2) and (3) above, to the City to be used for any lawful purpose.

The Developer shall not be entitled to any reimbursements, from Service Payments for costs of acquiring the Park until the Park has been conveyed to the City and the Developer submits evidence of its costs of acquiring the Park reasonably acceptable to the Finance Director or a bona fide third party appraisal of the current value of the Park. The intent of the City and the Developer is that the Service Payments and Charge revenue shall be available for payment of debt service on all Senior Bonds pro rata based on the debt service then due on each issue of Senior Bonds. Moreover, the Developer and City agree that (i) the Charges shall be used only to pay debt service on the Senior Bonds, any Additional Bonds and the Subordinate Bonds, for reimbursement of debt service incurred by the City for the Columbus Street Extension Costs, for Developer's Off-Site Infrastructure, for other eligible Developer's reimbursements attributable to the Development, and for NCA operational charges, and (ii) the annual debt service on the Senior Bonds and any Additional Bonds shall be paid in full for that year before Service Payments are used for any other purpose.

Maintenance of Incentives:

Neither the Developer nor the City shall challenge the validity of the CRA, the TIFs or the NCA during their respective terms.

EXHIBIT 7

Description of Phase II Infrastructure Improvements

Phase II anticipated Infrastructure to be constructed within the boundaries of the Property south of the Open Space/Park P1, and may include all or a part of the Infrastructure (i.e., roadways, sidewalks, bike paths, water and sanitary sewer extensions, storm water, street lighting, park and roadway earthwork) within portions of Streets C and F, and the Park Street Extension, the Grant Extension and the Curtis Extension, which are not constructed as part of the Phase I Infrastructure Improvements.

Date: 05/14/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Boso
Sponsor : Mr. Schottke
Emergency: 30 Days:
Current Expense:

No.: C-24-19
1st Reading: 05/20/19
Public Notice: 05/21/19
2nd Reading: 07/01/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-24-19

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF A NEW RAILROAD CROSSING WITH THE INDIANA & OHIO RAILWAY COMPANY

WHEREAS, on August 18, 2014, Council enacted Resolution CR-42-14 which endorsed the realignment of the Columbus Street and Mill Street at Broadway and the library site; and

WHEREAS, in 2015, this Council authorized the City Administrator to take all necessary actions for the realignment of Columbus Street and Mill Street via Ordinance C-04-15 and funded the project via Ordinance C-28-15; and

WHEREAS, on April 06, 2015, Council enacted Resolution CR-16-15 which approved the preliminary development plan for Beulah Park that included "visual and physical connection of Columbus St. extended through a Town Center Plaza to Beulah Park, along with the extensions of Cleveland Ave, Grant St, and Park St will create a walkable community for future residents, existing residents of the Beulah Subdivision, and for the patrons of Town Center businesses"; and

WHEREAS, on January 1, 2016, Council enacted Resolution CR-01-16 which approved the surveying and engineering for the design of the Columbus Street extension west of Broadway; and

WHEREAS, on December 4, 2017, Council enacted Resolution CR-49-17 which approved a preliminary development plan for the Beulah Park property that included a depiction of an extension of Columbus Street from the Town Center across the railroad tracks to the Beulah Park site; and

WHEREAS, on December 18, 2017, Council enacted Ordinance C-58-17 which approved \$6,000,000 in notes to fund the construction of the extension of Columbus Street; and

WHEREAS, on August 20, 2018 this Council approved Resolution CR-34-18 which approved a Development Plan for Phase 1 of the Beulah Park Roadways which includes a roadway network that connects, with this rail road crossing, to the Columbus Street extension; and

WHEREAS, this Agreement provides for the construction and maintenance of a new railroad crossing for the Columbus Street extension; and

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

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

SECTION 1. City Council hereby authorizes the City Administrator to execute a multi-year Agreement for the construction and maintenance of a new railroad crossing with the Indiana & Ohio Railway Company upon the terms and conditions set forth in Exhibit "A".

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

C-24-19
Exhibit A

Indiana & Ohio Railway Company
CONSTRUCTION AND MAINTENANCE AGREEMENT

RR MILEPOST 108.04
GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

THIS AGREEMENT ("Agreement") made this ____ day of _____, 2017, by and between **Grove City, Ohio**, hereinafter called "**Agency**", and **Indiana & Ohio Railway Company (IORY)**, hereinafter called "**Railway**":

WITNESSETH:

WHEREAS, there is a proposed roadway to be operated by **Agency**, and that shall cross property owned or controlled by the **Railway**; and

WHEREAS, **Agency** wishes to construct a new public road at crossing at **Railway's Milepost 108.04**, to replace the public crossing of Grant Avenue, identified as DOT #151853B, **Railway's Milepost 107.94**; and

WHEREAS, in the interest of public safety and aiding motor vehicle traffic, the **Agency** is willing to undertake the entire expense for the installation of rail equipment including new gates, lights, a drivable crossing surface, and other ancillary rail equipment at the crossing of the **proposed Columbus Street Crossing at IORY, Railroad Project #16IORY34R**, hereafter called "**Project**"; located in Grove City, State of Ohio; and

WHEREAS, attached hereto and hereby made a part hereof as **Exhibit A** is a Project Print showing the type, size, and location of the new at-grade crossing railroad equipment; and

WHEREAS, **Railway** is willing to take all necessary, reasonable steps to coordinate and implement the **Project** upon the terms and conditions herein stated and not otherwise; and

WHEREAS, the **Agency** is willing to undertake the entire cost and expense of future maintenance of the proposed roadway adjacent to the project with **Agency** funds; and

WHEREAS, the **Railway** is willing to undertake the entire cost and expense of future maintenance of the railroad warning devices and equipment portion of the **Project** with **Agency** funds; and

WHEREAS, said **Project** shall be constructed in accordance with full plans and full designs which shall be subject to the mutual approval of **Railway** and **Agency**;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

I. Performance of Work

The **Agency** and **Railway** will each perform various items of work as described below:

A. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY EITHER **AGENCY** OR ITS CONTRACTOR AT **AGENCY** EXPENSE.

1. Project Plans & Specifications and Construction

Except as otherwise herein provided, furnish all plans, engineering, supervision, labor, material, supplies and equipment necessary for construction of the proposed road construction adjacent to the **Project**.

2. Roadway Construction

Take all necessary, reasonable steps - including funding - for the construction of the adjacent street roadbed to include but not limited to all pavement structure, pavement surface, shoulders, drainage, sidewalks, City utilities, pavement striping, advance pavement markings, erosion control, tree cutting, mowing, and advance warning signs. The Agency will also be responsible for constructing the entire sub-surface and surface including that within the limits of the Railway's right-of-way to the **Agency's** standards.

3. Utility Construction

Bear responsibility for the reconstruction, if applicable, of the existing utility lines over the track, or under, which are a direct result of the **Project**. All overhead utility crossings that stay above the tracks will be raised in accordance with **Railway** requirements and specifications. **Agency** shall be responsible to properly permit and obtain **Railway** written approval of all utility crossings.

4. Maintenance of Traffic

Bear responsibility for all traffic detours, maintenance of traffic, and all other roadway modifications, permanent or temporary, necessary for **Railway** to complete crossing warning device installations, in addition to doing the same for the adjacent street.

5. Schedule & Notification

Provide project construction schedule and notify **Railway** fifteen days (15) days prior to date **Railway** is to provide flagging services.

The **Agency** will begin construction of the street elements of the **Project** after this Agreement is fully executed, and the **Railway** has been notified 60 days in advance with a construction schedule,

Then, the **Railway** will install the rail equipment and crossing surface to serve new crossing. The **Agency** shall issue a Notice to Proceed to the **Railway** under this Agreement.

Lastly, the **Agency** will install the roadway transition and other minor street elements to complete the work for the project at the Crossing after the **Railway** places the crossing panels and tracks at crossing, and the existing Grant Avenue Crossing will be removed entirely.

The entire rail and street construction at the Crossing is mutually desired to be complete by the end of 2018.

B. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY THE RAILWAY AT AGENCY EXPENSE.

1. Engineering and Bill Preparation
Perform preliminary and special engineering review and inspection, including field and office work and preparation of bills for the **Project**.
2. Construction of Crossing Surface & Rail Equipment at Crossing
The **Railway**, at the **Agency's** expense, will install track circuitry, gates, and related ancillary crossing safety equipment at the Columbus Street crossing site in accordance with the attached drawing attached as **Exhibit A**.

The **Railway**, at the **Agency's** expense, will remove and dress the existing crossing surface at Grant Avenue. The **Railway**, at the **Agency's** expense, will install approx. 67.5 feet of new crossing panel and any other related crossing equipment in accordance with the attached drawing attached as **Exhibit A**. For the **Project**, the work will commence following the release of a Notice to Proceed from the **Agency**.

3. Flagging
The **Railway** will schedule and perform flagging and furnish requested services and devices during construction operations of the **Agency** or its contractor, as deemed necessary by the **Railway**. Any flagging cost or protective services performed by the **Railway** or its contractor shall be at the **Agency's** expense.

C. COSTS AND PAYMENTS.

Installation costs for the **Project** are estimated to be \$273,480 as shown on the attached **Exhibit B** and incorporated herein. The **Agency** hereby agrees to pay the **Railway** the project cost defined in this section. The **Railway** will provide a final invoice ninety (90) days after the end of **Project** construction/installation. The **Agency** will have up to sixty (60) days to pay **Project** invoices. If a contractor is used, the **Agency** will pay, or cause to have paid, the **Agency** contractor for work on Crossing.

II. Construction Plans and Specifications

The **Agency** or its contractors shall perform its work in accordance with detailed plans and specifications which shall be prepared by the **Agency** or its contractors and submitted to **Railway** Manager of Public Projects for approval of those sections that are applicable to **Railway's** right-of-way, facility, or operations of the **Railway**. No work pursuant to said plans and specifications shall be performed on the right-of-way of the **Railway** prior to receipt of **notices to proceed given by the Railway Manager of Public Projects** or authorized representative to the **Agency** engineer or their respective authorized representatives. Nothing provided in this Agreement with respect to said plans and specifications shall be construed or deemed to be ratification or an adoption by the **Railway** of either or both said plans as its own.

III. Traffic Protection, Safety and Flagging

All work herein provided for, to be done by the **Agency** or its contractors on the **Railway's** right-of-way, to be performed by the **Agency** or its contractors shall be performed at such time and in such

manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the **Railway**. The **Agency** or its contractors shall enter into a "Right-of-Entry Agreement" with the **Railway** prior to the first entry onto **Railway's** right-of-way. The **Agency** or **Agency's** contractor shall reimburse the **Railway** for all actual costs related to flagging per *Section 1.B.3.* in this Agreement. The **Railway** will submit bills for flagging and other protective services and devices during the progress of the work contemplated by this Agreement.

Wherever the safeguarding of trains or traffic of the **Railway** is mentioned in this Agreement, it is intended to cover and include all users of the **Railway's** tracks having permission for such use.

IV. Conditions, Restrictions, and Limitations

All the aforementioned rights are granted subject to the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions contained in this Agreement, including, without limitation, those set forth in **Exhibit C** attached hereto and by this reference incorporated herein; the **Agency**, in the exercise of the rights and in the conduct of the **Project**, shall and will do, keep, observe and perform each and all of the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions.

The Agency shall insure that its contractor(s) obtain and provide to **Railway** evidence that such contractor(s) have procured the insurance coverage described in **Exhibit C**, hereto attached, covering their work on **Railway's** property covering this project.

V. Compliance with United States Federal Regulations

The current provisions of 23 CFR (Code of Federal Regulations) parts 646, subpart B and 23 CFR parts 140, subpart I, shall apply to the work to be done under this Agreement, and said memorandum is hereby incorporated in and made a part of this Agreement by reference.

If the **Railway** enters into a contract or agreement with a contractor to perform any of the work, which the **Railway** is required to perform under the terms of this Agreement, the **Railway**, for itself, its assigns and successors in interest, agrees that it will not unlawfully discriminate in its choice of contractors.

VI. Signatory Warranty

Each signatory to this Agreement certifies that he has the authority to enter into this Agreement on behalf of his respective organization.

VII. Term, Ownership, and Maintenance Responsibilities

The term of this Agreement commences on the date on the top of page one hereof and shall continue for a period not to exceed the earlier of the 12 months from the date construction commences within the **Railway's** Right-of-Way or completion of the construction of the Project as determined by the **Railway**. The **Agency's** and the **Railway's** obligations under Section 1(A)(5) and in the following paragraphs of this Provision shall survive the term of this Agreement.

Upon completion of the crossing, the **Agency**, at the **Agency's** expense, will be responsible for the maintenance of the highway roadbed outside of the railway ties and the roadway up to the edge of the railroad crossing surface to include but not limited to all pavement structure, pavement

surface, shoulders, drainage, sidewalks, pavement striping, advance pavement markings, erosion control, tree cutting, mowing, and advance warning signs.

Upon completion of the crossing, the **Railway**, at the **Railway's** expense, will be responsible for the maintenance of the crossing surface, trackbed and rail components, plus the highway roadbed, for the width of the rail ties within the crossing area.

Upon completion of the crossing, the **Railway**, at the **Railway's** expense, will be responsible for the maintenance of the crossing warning devices, equipment and all associated components of the **Railway** warning system.

VIII. Assignment

Neither party has the right to assign this Agreement without the consent of the other. Notwithstanding the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto, their successors, and assigns.

IX. Construction

The **Agency** shall complete all construction within one (1) year of the execution date of this Agreement, or as outlined in Section 1.A. 5. herein. If construction has not commenced within one (1) year, this Agreement becomes null and void. If construction has commenced and is not complete, the **Agency** shall provide the **Railway** a time line for the completion of the construction. The **Railway** will review the time line and determine if amendments to the terms of this Agreement or supplemental agreements are required prior to the completion of construction.

X. General Provisions

SOLE BENEFIT. This Agreement is intended for the sole benefit of the parties hereto. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation, or other entity, other than the parties hereto and their respective officers, agents, employees, parent corporation, subsidiaries, affiliates, successors, and permitted assigns, any right or benefit pursuant to any provision or term of this Agreement, and all provisions and terms of this Agreement are and will be for the sole and exclusive benefit of the parties to this Agreement.

WAIVER. Any waiver at any time by one Party of a breach hereof by the other Party will extend only to the particular breach so waived and will not impair or affect the existence of any provision, condition, obligation, or requirement of this Agreement or the right of either party hereto thereafter to avail itself of any rights under this Agreement with respect to a subsequent breach. No provision of this Agreement shall be waived by any act or knowledge of the parties hereto, but only by a written instrument signed by the party waiving a right hereunder.

SEVERABILITY. If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

MERGER. This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto, written or oral.

AMENDMENT. No provision of this Agreement shall be modified without the written concurrence of the parties hereto.

HEADINGS. The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

CONSTRUCTION OF TERMS. The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

GOVERNING LAW. This Agreement will be construed in accordance with the laws of the state where the work is performed.

COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which may be deemed an original for any purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinafter written.

WITNESS:

Grove City, Ohio

Authorized Representative Signature

Authorized Representative (print) / Title

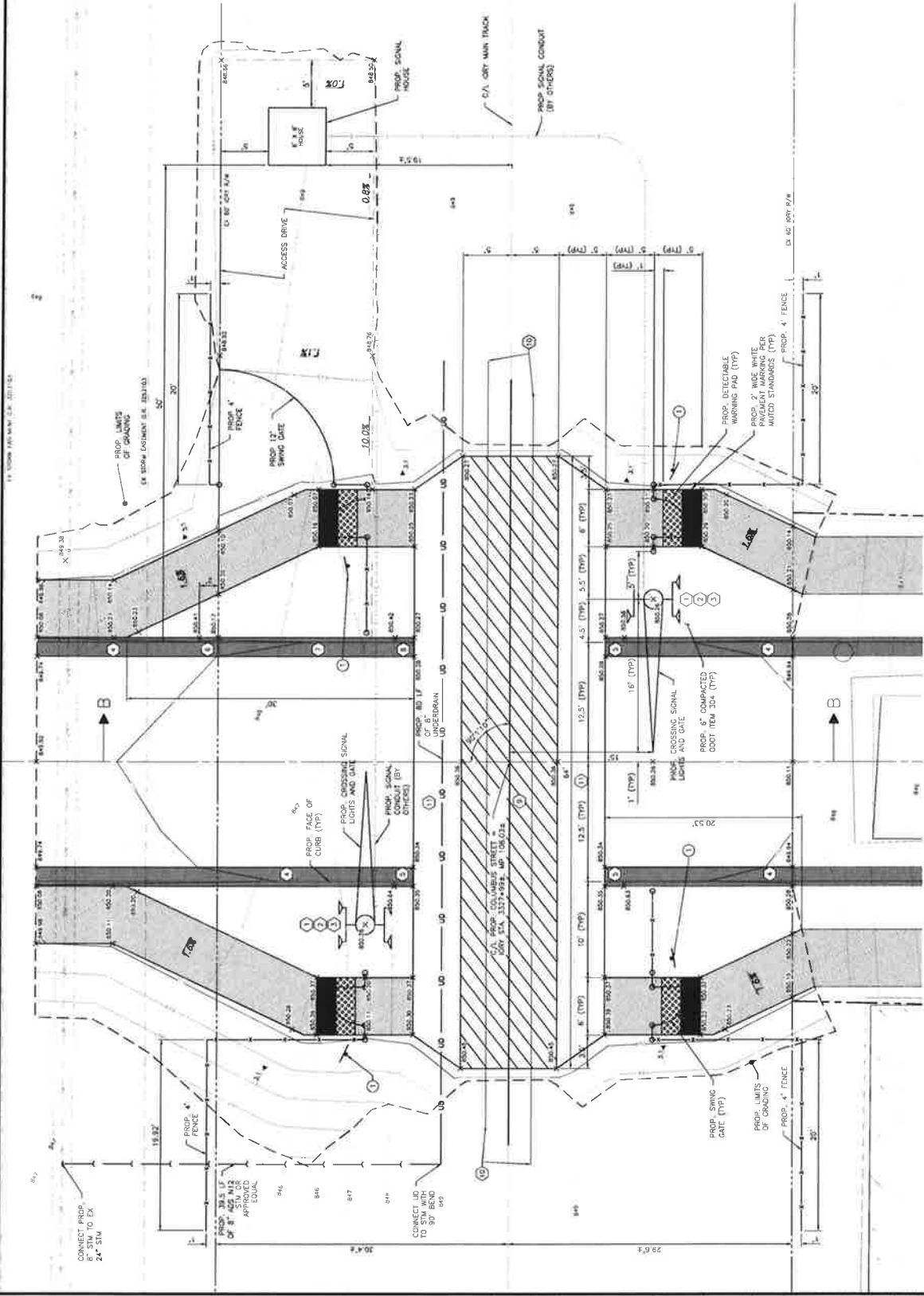
WITNESS:

Indiana & Ohio Railway (IORY)

Authorized Representative Signature

Authorized Representative (print) / Title

Exhibit A
Proposed Rail Crossing Equipment



CODED NOTES

- | | |
|----|--|
| 1 | VERIFY CLOSEST THICKNESS OF SHOUL TO
CONTINUE OF THICKNESS OF SHOUL TO
BE SOON IF NECESSARY TO MEET CLAMPING
REQUIREMENTS. |
| 2 | INSTALL C-11 SECTION - START CHASSIS ON
SHOUL. |
| 3 | SET TOTAL C-11 SECTION FROM 2" ON AROUND
DOWEL TO 2" FROM END OF SHOUL TO
DOWEL. VERIFY 2" FROM END OF SHOUL TO
DOWEL. VERIFY 2" FROM END OF SHOUL TO
DOWEL. |
| 4 | PROPOSED TYPE 2 CURB AND GUTTER TO BE
INSTALLED AS SHOWN ON THE PAVEMENT
DETAIL. VERIFY 2" FROM END OF SHOUL TO
DOWEL. VERIFY 2" FROM END OF SHOUL TO
DOWEL. |
| 5 | TRANSITION NEW CURB FROM 6" TO 2" OVER
24". |
| 6 | TRANSITION FROM TYPE 2 CURB AND GUTTER
TO TYPE 2 CURB AND GUTTER FROM 2" TO
24". |
| 7 | INSTALL TYPE 2 CURB AND GUTTER TO BE
INSTALLED AS SHOWN ON THE PAVEMENT
DETAIL. VERIFY 2" FROM END OF SHOUL TO
DOWEL. VERIFY 2" FROM END OF SHOUL TO
DOWEL. |
| 8 | TRANSITION NEW CURB FROM 4" TO 2" OVER
24". |
| 9 | PROPOSED NEW 14" TYPE 2 CURB AND GUTTER
TO BE INSTALLED AS SHOWN ON THE PAVEMENT
DETAIL. VERIFY 2" FROM END OF SHOUL TO
DOWEL. VERIFY 2" FROM END OF SHOUL TO
DOWEL. |
| 10 | STANDARD PROPOSED FIELD WELLS A MINIMUM
OF 4'. |
| 11 | 5" WIDE FULL DEPTH ASPHALT PAVEMENT |

1. SPOT ELEVATIONS DENOTE TOP OF FINISH GRADE, INCLUDING TOP OF PAVEMENT.
2. REFER TO ROADWAY PLANS FOR COLUMBIA STREET FOR PROPOSED PAVEMENT SECTION, RAILROAD CROSSING PAVEMENT MARKINGS AND SIGNS COMPLIANT WITH CHDTC.



Look

LEGEND

- PROP. CONCRETE SIDEWALK
PROP. 4" ODOT ITEM 304

GRAPHIC SCALE



PRELIMINARY
.....
NOT TO BE USED FOR
CONSTRUCTION

PLAN SET DATE
SEPTEMBER 12, 2011

C3.3

1000

0107

Plants' age

1

Abstract

E M H T
LLOYD MACHINERY CORPORATION & TRON, INC.
Frymover • Salvage • Repairs • Replacements • Rebuilds
5500 New Albany Road Columbus, OH 43204
Phone: 614.275.4300
emht.com

**PROPOSED PLANS FOR THE
COLUMBUS STREET
AT GRADE CROSSING
PROPOSED CROSSING PLAN**

CITY OF GROVE CITY

Exhibit B
Rail Construction and Equipment Cost Estimate



Force Account Estimate - Proposed Columbus St
INDIANA & OHIO RAILWAY COMPANY (IORY)
Grove City, OH (Franklin County)

DOT#: TBD
Railroad # 16IORY34R
RR MP: 55.55

SUMMARY

CROSSING WARNING SYSTEM	\$ 112,980.00
(Includes all labor, materials, shop wiring, and installation for signal house location option 1)	
CROSSING SURFACE/RESURFACE	\$ 120,000.00
(Includes all labor, materials, shop wiring, and installation)	
TRACK GRADE AND REHABILITATION	\$ -
(Includes all labor, materials, and installation)	
RAILROAD ENGINEERING	\$ -
(Includes RAILROAD Labor for Reviewing Engineering Authorizations, Field Inspections and Administrative Labor)	
PRELIMINARY ENGINEERING	\$ 8,000.00
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management - \$5,000 already paid)	
CONSTRUCTION ENGINEERING	\$ 16,000.00
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	
CONSTRUCTION ENGINEERING INSPECTION	\$ 5,500.00
(Estimated Construction Engineering Inspection cost)	
UTILITY CROSSING	\$ -
(0 new utility crossings @ \$4000 per crossing, includes application, engineering review, and right of entry)	
FLAGGING SERVICES	\$ 5,000.00
(Estimated Flagging Services cost based on 5 days @ \$1000 per day)	
AC POWER SERVICE	\$ 6,000.00
(Includes all Coordination and Power Service Charges not included in other costs)	
OTHER (Description Required)	\$ -
TOTAL ESTIMATE COST	\$ 273,480.00 (USD)

Estimate Prepared By: J. Bolzenius, PE
Date: 9/15/2017

NOTE:

This Estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known as of the date prepared. The actual cost for Railroad work may differ based upon the agency's requirements, their contractors work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work. If any extended time elapses from the date of this Estimate, the Railroad will reserve the right to update the estimate to current price values, and require agency's approval before any work by Railroad will commence.

Preliminary Crossing Warning System Estimate

Railroad: IORY
Crossing Name: Columbus St
City, (County), State : Grove City, (Franklin), OH
Railroad #: 16IORY34R
FRA#:
Patrick Engineering #: 21777.801

ITEM	UNIT COST	UNITS	TOTAL
6'x6' Wired House with Equipment	\$ 45,500.00	1 EA	\$ 45,500.00
Gate/Flasher Assembly	\$ 20,500.00	2 EA	\$ 41,000.00
		SUBTOTAL	\$ 86,500.00
Freight & Handling			\$ 2,000.00
		TOTAL MATERIALS	\$ 88,500.00
Foreman (1)	\$ 162.00	20 hrs	\$ 3,240.00
Lead Signalman (2)	\$ 121.50	40 hrs	\$ 4,860.00
Signalman (2)	\$ 94.50	40 hrs	\$ 3,780.00
		TOTAL INSTALLATION & WIRING	\$ 11,880.00
Equipment per day	\$ 1,000.00	1 Day	\$ 1,000.00
Bungalow Wiring and Test	\$ 5,800.00	2 Day	\$ 11,600.00
		TOTAL EQUIPMENT	\$ 12,600.00
TOTAL CROSSING WARNING SYSTEM			\$ 112,980.00

Exhibit C

Insurance Requirements

The coverage afforded hereunder shall include the liability assumed by the named insured under the following indemnification provisions contained in an agreement in writing between the named insured and **Indiana & Ohio Railway Company (IORY)** covering work to be performed upon or adjacent to its property Mile Post 179.94 and 108.04 quoted herein below for convenience:

IF ALLOWED BY LAW, AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILWAY, ITS AFFILIATED AND PARENT COMPANIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS CONTRACT.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, AGENCY AND RAILWAY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFIES RAILWAY FOR ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT RAILWAY FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE CRIMINAL ACTIONS OF RAILWAY, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS STIPULATED BY THE PARTIES THAT RAILWAY OWES NO DUTY TO AGENCY, ITS CLIENT, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES AGENTS OR INVITEES TO PROVIDE A REASONABLY SAFE WORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILWAY PROPERTY DO SO AT THEIR SOLE RISK. IT IS ACKNOWLEDGED BY RAILWAY THAT THE AGENCY IS SELF INSURED.

Notwithstanding the foregoing, the parties agree that the following coverage's are material requirements of this Contract and such coverage's shall not be limited by the Agency inability to indemnify and hold harmless the Railway under Ohio state laws and regulations.

(a) The Agency shall, at its own cost and expense, prior to entry onto the property of IORY (the "Property") or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Agency shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Agency under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the IORY and its affiliates** and shall name the **IORY and its affiliates as Additional Insured**. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section, but must "follow form" and afford no less coverage than the primary policy.

(ii) The Agency shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the IORY and its affiliates** and shall name the **IORY and its affiliates as Additional Insured**.

(iii) The Agency shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the IORY and its affiliates.**

(iv) **Prior to construction within 50' of the railroad tracks,** the Agency shall purchase Railroad Protective Liability Insurance naming the IORY as the named insured with limits of Two Million Dollars (\$2,000,000) each occurrence and Six Million Dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03 or, if available, obtain such coverage from the IORY.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be effected under standard form policies underwritten by insurers licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-" and size "Class VII" or better. The IORY reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be **primary and non-contributory to any insurance coverages maintained by the IORY and its affiliates.**

(iii) All insurance policies shall be endorsed to provide the IORY with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Agency shall provide the IORY with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference this Contractor Right of Entry License Agreement by agreement date and description and shall be furnished to the IORY at the following address, or to such other address as the IORY may hereafter specify:

Indiana & Ohio Railway Company
Attn: Public Projects Consultant: Patrick Engineering Inc.
Joseph Bolzenius – GW-MW@patrickco.com
3650 Olentangy River Road, Suite 110
Columbus, Ohio 43214
AND
Attn: Derek Winchester
2856 Cypress Way
Cincinnati, OH 45212

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

- (1) The retroactive date shall be prior to the commencement of the work;
- (2) The Agency shall maintain such policies on a continuous basis;
- (3) If there is a change in insurer or policies are canceled or not renewed, the Agency shall purchase an extended reporting period of not less than three (3) years after the contract completion date; and
- (4) Agency shall arrange for adequate time for reporting of any loss under this Agreement.

(c) The IORY may require the Agency to purchase additional insurance if the IORY reasonably determines that the amount of insurance then being maintained by the Agency is insufficient in light of all relevant factors. If the Agency is required to purchase additional insurance, the IORY will notify the Agency. Failure of the Agency to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

(d) Furnishing of insurance by the Agency shall not limit the Agency's liability under this Agreement, but shall be additional security therefore.

(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Agency's sole risk.

(g) If contractors are utilized, the Agency agrees to require all such contractors to comply with the insurance requirements of this Exhibit C.

Agency shall keep said insurance in full force and effect until all work to be performed upon or adjacent to the Premises under said contract is completed to the satisfaction of and accepted by Railway and thereafter until **Agency** has fulfilled the provisions of this Agreement with respect to the removal of tools, equipment and materials from the Premises.

Date: 05/15/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Smith
Sponsor : Mr. Schottke
Emergency: 30 Days: X
Current Expense:

No. : C-25-19
1st Reading: 05/20/19
Public Notice: 05/21/19
2nd Reading: 06/03/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-25-19

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT GRANTING A TEMPORARY EASEMENT WITH MARK AND COLLEEN HAUGHN

WHEREAS, on August 18, 2014, Council enacted Resolution CR-42-14 which endorsed the realignment of the Columbus Street and Mill Street at Broadway and the library site; and

WHEREAS, in 2015, this Council authorized the City Administrator to take all necessary actions for the realignment of Columbus Street and Mill Street via Ordinance C-04-15 and funded the project via Ordinance C-28-15; and

WHEREAS, on April 06, 2015, Council enacted Resolution CR-16-15 which approved the preliminary development plan for Beulah Park that included "visual and physical connection of Columbus St. extended through a Town Center Plaza to Beulah Park, along with the extensions of Cleveland Ave, Grant St, and Park St will create a walkable community for future residents, existing residents of the Beulah Subdivision, and for the patrons of Town Center businesses"; and

WHEREAS, a new railroad crossing is necessary to connect Columbus Street to Beulah Park and to build a new railroad crossing, it is necessary to close the existing crossing at Grant Avenue; and

WHEREAS, this agreement will enable semi-trucks to continue to service the existing businesses that are located on Grant Avenue.

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 to Grant a Temporary Easement with Mark and Colleen Haughn upon 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

AGREEMENT TO GRANT A TEMPORARY EASEMENT

This Agreement to Grant a Temporary Easement (the "Agreement") is made and entered into this _____ day of _____ 2019, by and between the City of Grove City, Ohio, an Ohio municipal corporation (the "City"), with mailing address at 4035 Broadway, Grove City, Ohio 43123, and Mark A. Haughn and Colleen D. Haughn (the "Haughns"), with mailing address at 4622 Lombardo Street, Grove City, Ohio 43123.

I. Background

- A. The Haughns own the real property known as Franklin County Auditor's Parcels No. 040-015404 and 040-000234 with a common address of 3454 Grant Avenue, Grove City, Ohio 43123 (the "Property", the Property shall include that portion of Franklin County Auditor's Parcel No. 040-000750 and the 881± square feet of land area as depicted on Exhibit A and addressed hereafter in Section II.C.(1.)d. and e., respectively).
- B. The City intends to close off Grant Avenue – as part of a larger roadway and infrastructure improvement project – just east of the railroad tracks, such that vehicular traffic can no longer travel west/northwest-bound on Grant Avenue over the railroad tracks and can no longer reach Front Street from Grant Avenue.
- C. Across the street from the Property is an existing business, Magic Dragon Machine Inc. (the "Business"), which is located at 3451 Grant Avenue, Grove City, Ohio 43123, Franklin County Auditor's Parcel No. 040-000137 (the "Burket Property"). The Burket Property is owned by Richard Burket and the Business is owned and operated by Richard Burket.
- D. The Business often has large semi-trucks enter the Burket Property from Grant Avenue and exit the Burket Property traveling west/northwest-bound on Grant Avenue to exit onto Front Street.
- E. Because the Business' semi-trucks will no longer be able to exit the Burket Property traveling west/northwest-bound on Grant Avenue and will no longer be able to exit onto Front Street from Grant Avenue, the City desires to provide the Business access to maneuver over a portion of the Property reasonably necessary for the Business' semi-trucks to maneuver.
- F. The Haughns agree to grant a temporary access easement over the Property to the City for the benefit of the Business and the City upon the terms and conditions set forth herein.

II. Agreement

- A. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties restate the foregoing Background as if fully rewritten in this Section II and agree to the following terms and conditions:

B. Haughns' Obligations. Haughns shall grant to the City a temporary easement generally in the form and content attached hereto as Exhibit B (the "Easement") over a portion of the Property described in said Easement (the "Easement Area").

C. City's Obligations.

(1.) Property Improvements. The City shall, prior to any use of the Easement Area by the Business:

- a. remove the existing asphalt from the Easement Area and improve the Easement Area with eight inches of composite pavement consisting of six inches of concrete covered by two inches of asphalt as depicted on Exhibit C, attached hereto;
- b. apply pavement sealer/rejuvenator and re-stripe the entire parking lot (including the Easement Area) serving the Property as shown on Exhibit C;
- c. install three bollards, approved by the Haughns, and install concrete pavement at the Property's entrance apron from Grant Avenue, and at the entrance to the building located on the Property, all as depicted on Exhibit C;
- d. take any and all reasonable actions necessary to acquire the 2,140± square feet of CSX property depicted on Exhibit A (the "CSX Property") and to convey said CSX Property to the Haughns at no cost. (Notwithstanding Section II.C.(2.) of this Agreement to the contrary, in the event the City is unable to acquire the CSX Property on or before the third year anniversary date of the Haughns' execution of this Easement, City shall pay to the Haughns Twelve Thousand Dollars (\$12,000.00) within ten (10) days after said third anniversary and, thereafter, pay the Haughns annual considerations as set for in section C(2) below., until the Easement is terminated.)
- e. shall cause the vacation of the 881± square feet of existing City right-of-way as depicted on Exhibit A; and
- f. pay the Haughns' attorney fees set forth on the invoice attached hereto as Exhibit D.

(2.) Numerical Consideration. Unless sooner terminated pursuant to the terms of the Easement, on the fifth year anniversary of the Haughns' execution of the Easement, and each year anniversary date thereafter, until the Easement is terminated, the City shall pay the Haughns three thousand dollars (\$3,000.00).

D. Miscellaneous Terms.

(1.) Compensation. The City's performance of its obligations set forth in Section II.C. shall constitute the entire compensation due the Haughns in exchange for the Haughns granting of the Easement, including any damages to any residual portion of the Property or other lands owned by the Haughns.

- (2.) Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than grantors and grantees of the rights and easements set forth herein.
- (3.) Waiver. Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of another party of any of its obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements, or obligations, nor shall any forbearance by a party to seek a remedy for any breach by another party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.
- (4.) Captions and Pronoun Usage. The captions and section numbers in this Agreement are for convenience only and shall not be deemed to be a part hereof. The pronouns used herein shall be considered as meaning the person, number, and gender appropriate under the circumstances at any given time.
- (5.) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- (6.) Modification. This Agreement, or any covenant set forth herein, may not be amended, terminated, rescinded, or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto.
- (7.) Authority. Grantors represent and warrant that they have the full right and authority to enter into this Agreement and to grant the rights hereby conveyed to the City.
- (8.) Termination. This Agreement shall terminate upon the termination of the Easement.

[Rest of page left intentionally blank. Signature page to follow.]

GRANTORS:

Mark A. Haughn

Colleen D. Haughn

CITY OF GROVE CITY, OHIO,
AN OHIO MUNICIPAL CORPORATION

Charles W. Boso, Jr., City Administrator

Approved as to Form:

Stephen J. Smith, Law Director

CERTIFICATION OF FUNDS

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

Michael Turner, Director of Finance

Date

STATE OF OHIO)
)ss.
FRANKLIN COUNTY)

BE IT REMEMBERED, that on this ____ day of _____, 2019, before me, the subscriber, a Notary Public in and for said county and state, personally came Charles W. Boso, Jr., City Administrator of the City of Grove City, Ohio, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

STATE OF OHIO)
)ss.
FRANKLIN COUNTY)

BE IT REMEMBERED, that on this ____ day of _____, 2019, before me, the subscriber, a Notary Public in and for said county and state, personally came Mark A. Haughn, one of the Grantors, who acknowledged the signing thereof to be his free act and deed for the purpose stated therein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

STATE OF OHIO)
)ss.
FRANKLIN COUNTY)

BE IT REMEMBERED, that on this ____ day of _____, 2019, before me, the subscriber, a Notary Public in and for said county and state, personally came Colleen D. Haughn, one of the Grantors, who acknowledged the signing thereof to be her free act and deed for the purpose stated therein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

EXHIBIT A



EXHIBIT B
**TEMPORARY NON-EXCLUSIVE EASEMENT FOR ACCESS, MANUEVERABILITY, AND
MAINTENANCE**

RECITALS:

This Temporary Non-Exclusive Easement for Access, Maneuverability, and Maintenance (the "Easement") is made as of the ____ day of _____, 2019, by **Mark A. Haughn and Colleen D. Haughn** (collectively, the "**Grantors**").

WHEREAS, Grantors are the owners of the real property commonly known as Franklin County Auditor Tax Parcel Id. No.'s: 040-015404 and 040-000234, located at 3454 Grant Avenue, Grove City, Ohio 43123, as more particularly described on the legal description attached hereto as Exhibit 1, incorporated herein by this reference (the "**Grantors' Property**"); and

WHEREAS, across the street from the Property is an existing business, Magic Dragon Machine Inc. (the "**Business**"), which operates on the real property known as Franklin County Auditor Tax Parcel Id. No.: 040-000137, located at 3451 Grant Avenue, Grove City, Ohio 43123 and more specifically described on the legal description attached hereto as Exhibit 2 (the "**Burket Property**"); and

WHEREAS, the Business operates large semi-trucks that enter the Burket Property from Grant Avenue and thereafter exit the Burket Property traveling west/northwest-bound on Grant Avenue to exit onto Front Street; and

WHEREAS, the City of Grove City (the "City") intends to close off Grant Avenue as part of a large roadway improvement project just east of the railroad tracks, such that vehicular traffic, including the Business's large semi-trucks can no longer travel west/northwest-bound on Grant Avenue over the railroad tracks and can no longer reach Front Street from Grant Avenue; and

WHEREAS, Grantors desire to create, declare, and grant to the City (also known as "Grantee") for the use and benefit of the Business and City a temporary non-exclusive easement over, on, upon, and across a portion of Grantors' Property containing approximately ____ acres/square feet, such area currently and hereafter paved, to be used for vehicular and semi-truck access, maneuverability, and maintenance as more particularly described on Exhibit 3 and as depicted on Exhibit 4 ("Easement Area"), both of which are attached hereto and incorporated herein by this reference.

AGREEMENT FOR EASEMENT DECLARATION:

NOW THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors declare as follows:

1. The above recitals are incorporated in their entirety by this declaration, as if fully re-stated hereunder.
2. Grantors, as owners of Grantors' Property, do hereby grant and convey to the City for the use and benefit of the Business and City, and their respective successors, assigns, and invitees, a temporary non-exclusive easement for the purpose of vehicular and semi-truck access, maneuverability, and maintenance over, on, upon, and across the Easement Area and for no other purposes whatsoever, which is located on the Grantors' Property together with all of Grantors' rights, privileges, easements, and appurtenances in, on, over, and upon adjoining and adjacent highways, roads, and streets necessary for access and maneuverability pursuant to the additional terms of that certain Agreement to Grant a Temporary Easement dated _____, by and between the Grantors and the City (the "Agreement").
3. Grantors shall use the Easement Area for any and all purposes not materially and wholly inconsistent with the purposes granted to Grantee hereunder; provided, that, Grantors and their respective successors and assigns, shall not erect any fences, landscaping, screening, or structures in the Easement Area and shall keep the Easement Area free from obstructions during the term of this Easement, as set forth in Section 5 below.
4. The City shall be responsible for the construction, repair, maintenance, and upkeep of the Easement Area through the Date of Termination (as defined below), including the costs thereof pursuant to the terms and conditions of said Agreement.
5. The term of this Easement shall expire, and this Easement shall terminate, immediately, without the need for any further actions taken by the Grantors, or the need to record a termination or release of said Easement in the land records of the county for which the Grantors' Property is situated, upon the occurrence of any one of the following events: (i) the Business ceases to operate on the Burket Property; (ii) the Burket Property is transferred, assigned, conveyed, or sold to any entity, person(s), transferee, or purchaser, except for the purposes of estate planning; (iii) a substantial portion of the existing buildings on the Burket Property are damaged or destroyed by casualty, or otherwise; or (iv) the City defaults in any of its obligations under the Agreement, or the City or Business violates any terms of this Easement (in any event, such date shall be the "Date of Termination").
6. This Easement shall be subject to all existing easements of record. This Easement is a temporary easement and shall only run with the land or shall be binding upon and inure to the benefit of the City and Business and their successors and assigns through the Date of Termination.

TO HAVE AND TO HOLD, said Easement Area to the Grantee and its successors and assigns for the uses and purposes set forth herein.

[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned, have executed this Temporary Non-Exclusive Easement for Access and Maneuverability effective as of the date first set forth above.

Grantors:

Mark A. Haughn

Colleen D. Haughn

STATE OF OHIO)
) SS:
FRANKLIN COUNTY)

Be it Remembered, that on this ____ day of _____, 2019, before me, the subscriber, a Notary Public in and for said county and state, personally appeared, Mark A. Haughn and Colleen D. Haughn, the Grantors in the foregoing instrument, and acknowledged the signing thereof to be their free act and deed for the purposes stated therein.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the last date aforesaid.

Notary Public
My commission expires: _____

Exhibit 1
(Legal Description – Grantors' Property)

Exhibit 1

0.215 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey No. 1388, being part of Reserve "A" of that subdivision entitled "Geo. H. Gantz Etal. Add. To Grove City" in Plat Book 5, Page 116, being part of Mill Street vacated by Ordinance Number C-77-89, being part of that tract conveyed to Robert T. Griesenbrock AKA Robert Griesenbrock and Kathryn R. Griesenbrock, Co - Trustees by deed of record in Instrument Number 200505260101469, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an axle found at the intersection of the westerly right-of-way line of an Alley (15 feet wide) of record in said subdivision "Geo. H. Gantz Etal. Add. To Grove City" and the northerly right-of-way line of Grant Avenue (40 feet wide);

Thence North 55° 46' 41" West, with said northerly right-of-way line, a distance of 204.35 feet to an iron pin set in the westerly line of that tract conveyed to Baltimore and Ohio Railroad by Deed Book 592, Page 1, now known as CSX Transportation Inc, successor by merger, whose merger documents have been summarized and recorded as Official Record 13276A16 and Official Record 13276B15, subsequently re-recorded as Official Record 13283G13 as originally conveyed to the Columbus and Cincinnati Midland Railroad Co. by deed of record in Deed Book 184, Page 540, the TRUE POINT OF BEGINNING;

Thence North 55° 46' 41" West, with said northerly right-of-way line, a distance of 20.67 feet to an iron pin set in the southwesterly corner of said Reserve "A", in the easterly line of that tract conveyed to CSX Transportation, Inc. by Certificate of Merger in Official Record 13276B15 (originally B & O Railroad Co. by deeds of record in Deed Book 592, Page 1 and Deed Book 593, Page 3);

Thence North 32° 38' 48" East, with the line common to said Reserve "A" and CSX (Official Record 13276B15) tracts, a distance of 170.48 feet to an iron pin set in the westerly line of said vacated Mill Street;

Thence South 55° 51' 52" East, across and parallel to the centerline of said vacated Mill Street, a distance of 66.49 feet to an iron pin set;

Thence South 34° 08' 08" West, continuing across said vacated Mill Street and Reserve "A", a distance of 83.44 feet to an iron pin set;

Thence South 55° 51' 52" East, continuing across said Reserve "A", a distance of 8.56 feet to an iron pin set in the northerly line of said CSX (Deed Book 592, Page 1) tract;

with the line common to said Reserve "A" and CSX (Deed Book 592, Page 1) tracts, with the arc of a curve to the left, having a central angle of 11° 30' 20", a radius of 500.51 feet, an arc length of 100.51 feet, and a chord bearing and distance of South 63° 59' 33" West, 100.34 feet to the TRUE POINT OF BEGINNING, containing 0.215 acre, more or less.

The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the southerly right-of-way line of Mill Street, having a bearing of South 55° 51' 52" East, is designated the "basis of bearing" for this survey.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials BMHT INC.

This description was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

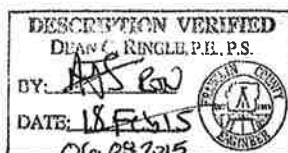
2-13-2015

Date

Approved by the City of Grove City Planning Commission: no plat required. This approval does not infer that the parcel in question is consistent with zoning and/or other governmental regulations. This approval is void if not recorded by 4/22/15
Date: 4/22/15
Signed: [Signature]



m-88
split
0.215 acre
out of
(040) 100





VIRGINIA MILITARY SURVEY NO. 1388
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Scale: 1" = 30'

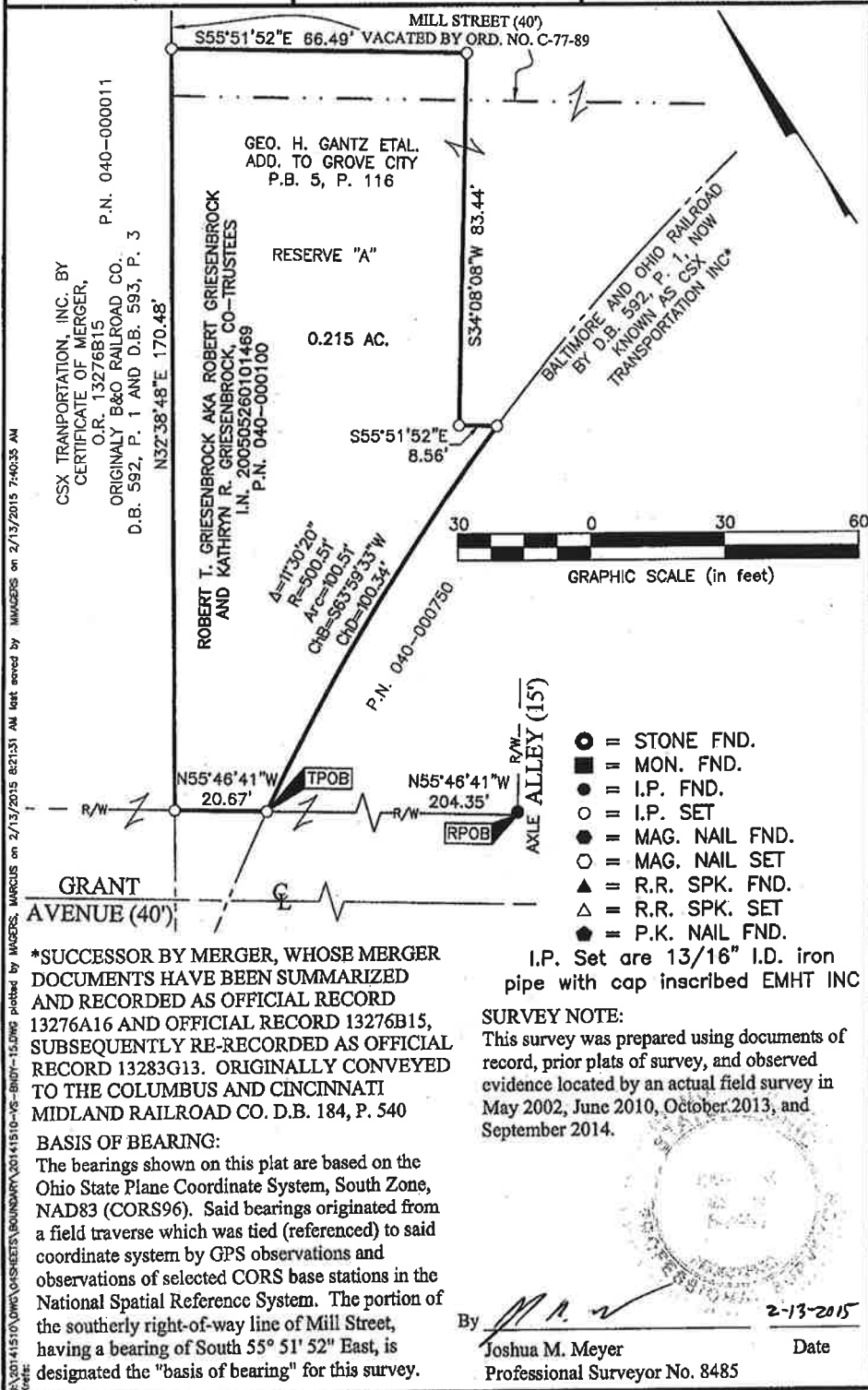


Exhibit 2
(Legal Description – Burket Property)

Exhibit 2
Quit-Claim Deed*

RICHARD A. BURKET, MARRIED

of FRANKLIN County, Ohio for valuable consideration paid, does hereby release, remise and quit-claim unto RICHARD A. BURKET AND VICKI L. BURKET, HUSBAND AND WIFE

whose tax-mailing address is *5445 WESTGROVE DR. COLUMBUS, OH 43228*

the following **REAL PROPERTY**:

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN AND CITY OF GROVE CITY:

BEING LOT NUMBER SIXTEEN (16) AND SEVENTEEN (17) IN GEORGE GANTZ ET. AL., ADDITION, AS THE SAME IS NUMBERED AND DELINEATED UPON THE RECORDED PLAT THEREOF, OF RECORD IN PLAT BOOK 5, PAGE 116, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

Instr: 199906130121790 05/13/1999
Pages: 1 Fee: \$14.00 2:58PM
Richard B. Matcalf T19990086598
Franklin County Recorder BXCHICAG0

PARCEL No. 040-137

PROPERTY ADDRESS: 3451 GRANT AVENUE, GROVE CITY, OHIO 43123

Subject to taxes and assessments which are now or may hereafter become liens on said premises and except conditions and restrictions and easements, if any, contained in former deeds of record for said premises, subject to all of which this conveyance is made.

Prior Instrument Reference: INSTRUMENT NO. 199804270099947

of the Deed Records of FRANKLIN

County, Ohio.

Grantor releases all rights of dower therein.

Witness MY hand(s) this 11TH day of MAY 1999
Signed and acknowledged in presence of:

Witness *Robbyn Harter*

Witness *Robin A Pendleton*

Witness *Robin A Pendleton*

Witness

Richard A. Burket
RICHARD A. BURKET

State of OHIO }
County of FRANKLIN }

BE IT REMEMBERED, That on this 11TH day of MAY 1999, before me, the subscriber, a Notary Public in and for said state, personally came RICHARD A. BURKET

1999, before me, the subscriber, a Notary Public in

the Grantor(s) in the foregoing deed, and acknowledged the signing thereof to be HIS voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



RICHARD A. BURKET
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES MAY 13, 2003

Notary Public

This Instrument was prepared by

MAGNUSON & BARONE, ATTORNEYS AT LAW

TRANSFERRED

MAY 13 1999

JOSEPH W. TESTA

AUDITOR

FRANKLIN COUNTY, OHIO

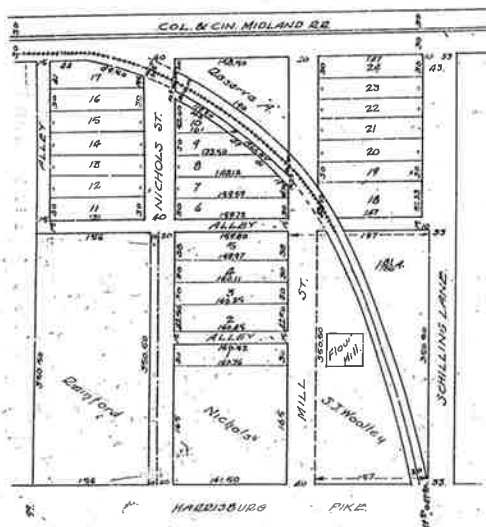
CONVEYANCE TAX EXEMPT

JOSEPH W. TESTA

FRANKLIN COUNTY AUDITOR

GEO. H. GANTZ ETAL. ADD. TO GROVE CITY.

BEING A SUBDIVISION OF PART OF LOT NO. 2 OF W.F. BRECK'S SUB. OF LOTS
 5 & 9 OF A SUB.
 of Survey No. 1388 Y.M.D.



We hereby certify that the annexed plat correctly represents our Subdivision of
 lands described in the title, and the same is correct. We hereby dedicate all Streets & alleys
 to the public use forever. Shortage or Surplusage shall fall on the lots facing West & North.
 Signed & acknowledged in our presence.
 Elmer E. Legg - Ira S. Read.
 Geo. H. Gantz.
 A. L. Gantz.

State of Ohio, Franklin County ss. Before me, the undersigned Notary Public, in
 & for said County, personally appeared the above named Geo. H. Gantz and Albert L.
 Gantz, who acknowledged the signing and sealing of the above to be their voluntary
 act & deed for the uses and purposes therein expressed. In witness whereof I have
 hereunto signed my name & affixed my official seal this the 19th day of November A.D.
 1892.
 (Seal) Ira S. Read, Notary Public, Franklin Co. O.

I hereby certify that I have Surveyed the above mentioned tract of
 land and find the same to contain 356 Acres of land, all distances are plainly
 marked in feet & decimal parts of a foot. Elmer E. Legg, Surveyor.

Transferred Nov. 26th 1892.

Filed Nov. 26th 1892 at 9 AM and Recorded February 16th 1893.
 Robert Thompson, Recorder, by L. D. Wente, Deputy.

Exhibit 3
(Legal Description – Easement Area)

Exhibit 3

**ACCESS EASEMENT
0.061 ACRE**

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military Survey Number 1388 and being across that 0.215 acre tract as conveyed to Mark A. Haughn and Colleen D. Haughn by deed of record in Instrument Number 201506090076493 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

BEGINNING at the southwesterly corner of said 0.215 acre tract, in the easterly line of that tract as conveyed to Baltimore and Ohio Railway of record in Deed Book 592, Page 1, and Deed Book 593, Page 3, nka CSX Transportation Inc., successor by merger, whose merger documents were recorded in Official Record 13276A16 and Official Record 13276B15 and re-recorded in Official Record 13283G13 originally conveyed to the Columbus and Cincinnati Midland Railroad Company by deed of record in Deed Book 184, Page 54 and being in the northerly right of way line of Grant Avenue (40');

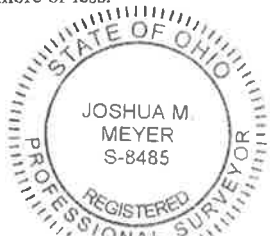
Thence North 32° 38' 48" East, with the westerly line of said 0.215 acre tract and the easterly line of said CSX Transportation tract, a distance of 84.29 feet to a point;

Thence South 57° 16' 44" East, across said 0.215 acre tract, a distance of 33.59 feet to a point;

Thence South 32° 43' 16" West, continuing across said 0.215 acre tract, a distance of 59.82 feet to a point in the easterly line of said 0.215 acre tract and in the westerly line of that tract as conveyed to Baltimore and Ohio Railway by deed of record in Deed Book 592, Page 1, nka CSX Transportation Inc., successor by merger, whose merger documents were recorded in Official Record 13276A16 and Official Record 13276B15 and re-recorded in Official Record 13283G13 originally conveyed to The Columbus and Cincinnati Midland Railroad Company by deed of record in Deed Book 184, Page 540;

thence with the easterly line of said 0.215 acre tract and said CSX Transportation tract, with the arc of a curve to the left, having a central angle of 03° 13' 05", a radius of 500.51 feet, an arc length of 28.11 feet, a chord bearing of South 59° 50' 56" West and a chord distance of 28.11 feet to a southeasterly corner of said 0.215 acre tract and in the northerly right of way line of said Grant Avenue;

thence North 55° 46' 41" West, with the southerly line of said 0.215 acre tract and said northerly right of way line, a distance of 20.67 feet to the POINT OF BEGINNING, and containing 0.061 acre, more or less.



JMM:td
0_061 ac 20160121-VS-ESMT-ACCS-01

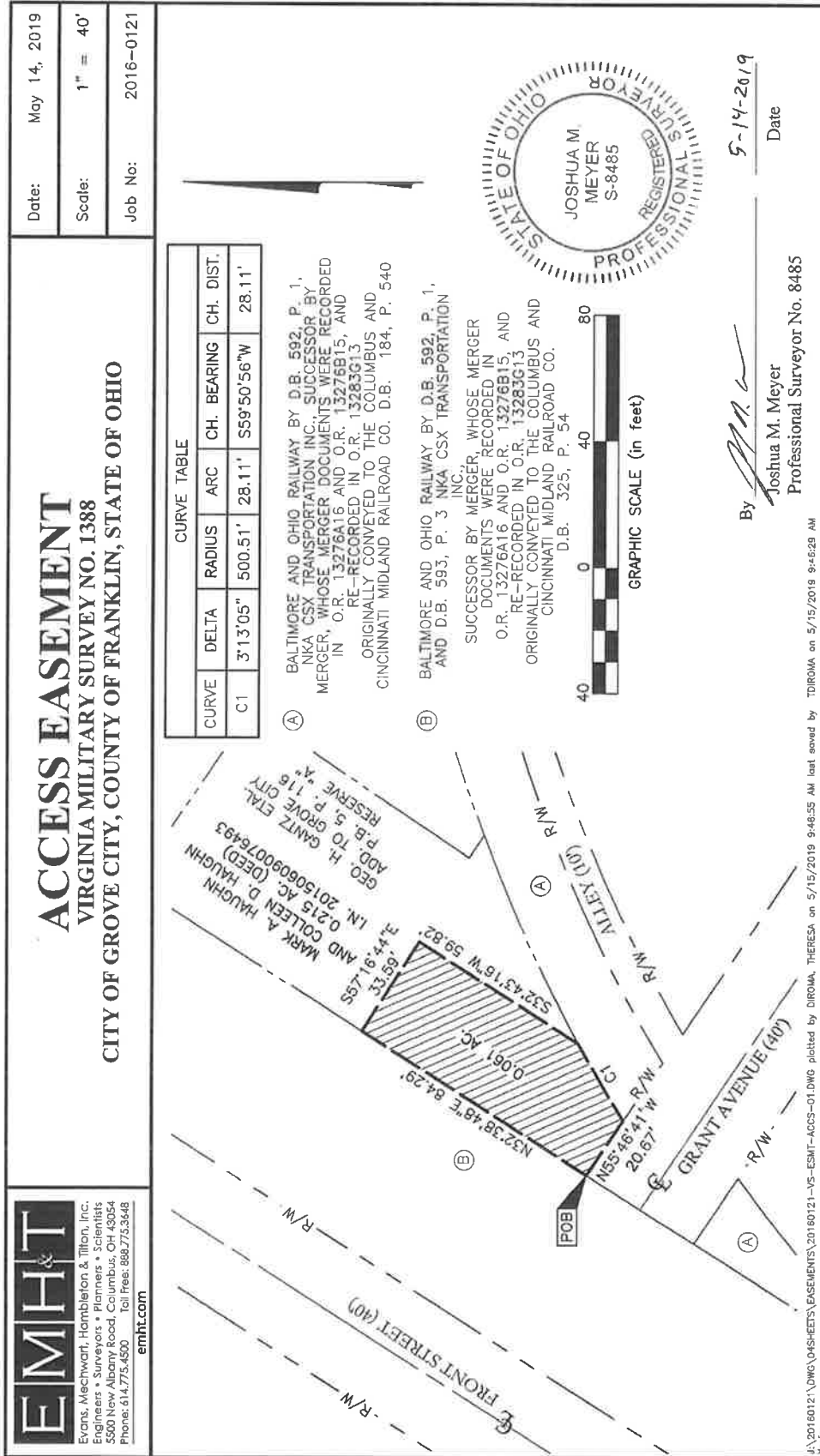
EVANS, MECHWART, HAMBLETON AND TILTON, INC.

5-14-2019

Joshua M. Meyer
Professional Surveyor No. 8485

Exhibit 4
(Survey Depiction – Easement Area)

Exhibit 4



\\A:\20160121\DWG\04SHEETS\EASEMENTS\20160121-VS-ESMT-ACCS-01.DWG plotted by DIROMA, THERESA on 5/15/2019 9:46:55 AM last saved by DIROMA, THERESA on 5/15/2019 9:46:29 AM
 Xref:

Exhibit C



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648

emht.com

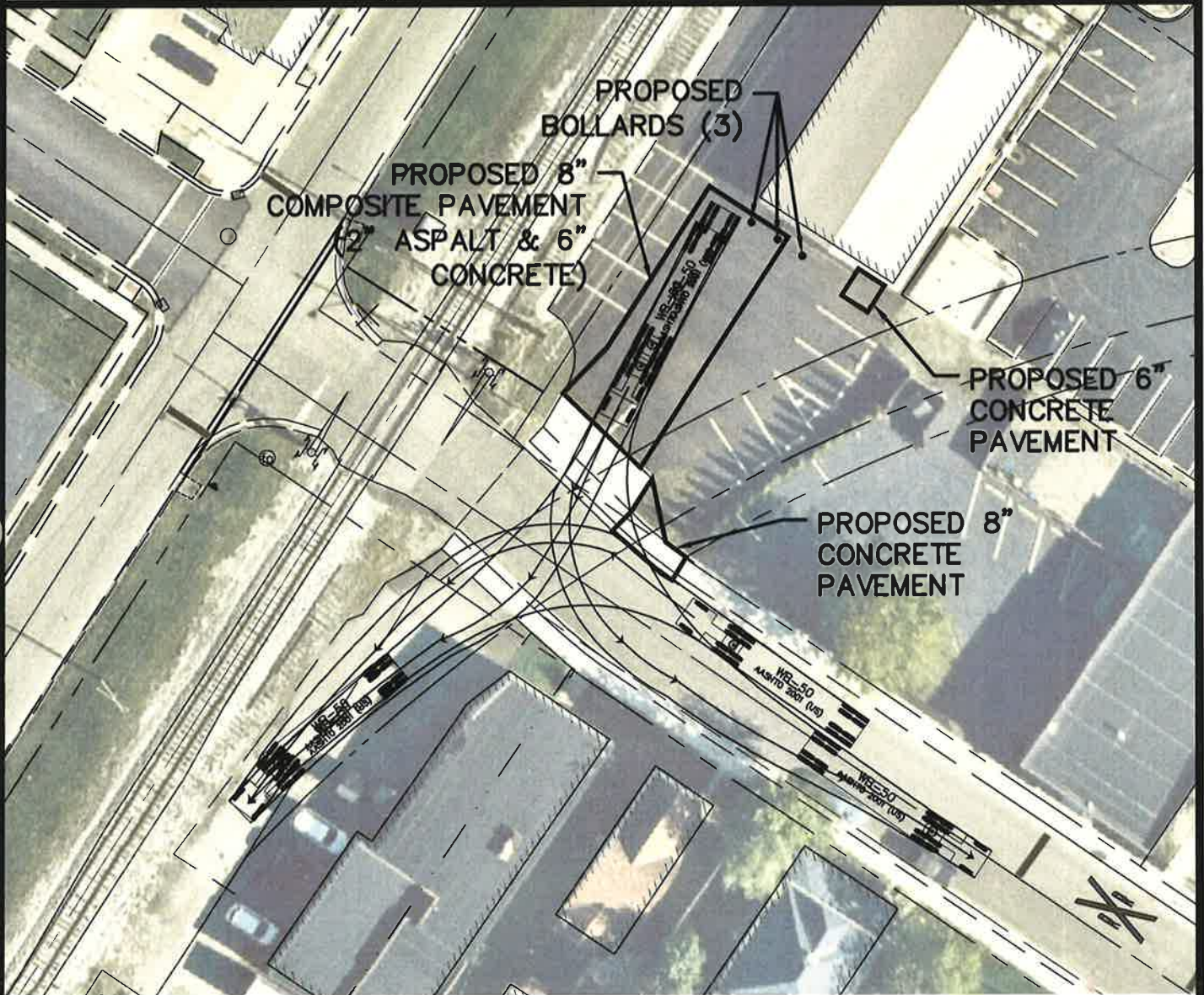
CITY OF GROVE CITY, OHIO
EASEMENT EXHIBIT
FOR

GRANT AVENUE TRUCK TURN-AROUND

DATE: MAY 2018

JOB NO. 20160121

SCALE: 1" = 40'



GRAPHIC SCALE



1 inch = 40 feet

EXHIBIT D
INVOICE

0127090.0607160 4838-7171-7768v1

Exhibit D

PLANK LAW FIRM
411 E. Town Street, FL 2
Columbus, OH 43215-4748
Telephone 614-947-8600
Federal I.D. # 27-1148939

City of Grove City
4035 Broadway
Grove City, Ohio 43123

May 13, 2019

RE Easements

05/13/2019

DTP

\$1,000.00

Please contact Denise La Pointe with any questions regarding your invoice.

Date: 05/14/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-19-19
1st Reading: 05/20/19
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-19-19

A RESOLUTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR BUILDING MODIFICATIONS TO PLUM RUN WINERY LOCATED AT 3946 BROADWAY IN THE HISTORICAL PRESERVATION AREA

WHEREAS, on May 07, 2019 the Planning Commission recommended approval of the Certificate of Appropriateness request for exterior building modifications to add a cover to the patio for Plum Run Winery located at 3946 Broadway, with the following stipulations:

1. The proposed roof shall be grey, brown or another muted, natural color, similar to that of the roof or building finishes on adjacent structures; and
2. The wood wall or fence proposed along the north edge of the patio area shall not exceed the roofline of the proposed patio roof and shall be constructed of decorative wood, brick, or masonry as approved by the Development Department.

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 Certificate of Appropriateness for exterior building modifications to Plum Run Winery, located at 3946 Broadway, 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: 05/15/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: CR-20-19
1st Reading: 05/20/19
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-20-19

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR THE GROVE CITY VETERINARY HOSPITAL LOCATED AT 4350 GROVE CITY ROAD

WHEREAS, on May 07, 2019, the Planning Commission recommended approval of the Development Plan for The Grove City Veterinary Hospital, with the following stipulations and deviations:

1. The parking lot shall be moved to the East to preserve the tree and the parking spaces shall be 10 feet in width; and
2. A deviation shall be granted from Section 1136.08 to permit the Southeast side of the dumpster enclosure to not have landscaping.

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 The Grove City Veterinary Hospital located at 4350 Grove City Road, 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

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: 05/15/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-21-19
1st Reading: 05/20/19
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-21-19

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR SILCO FIRE & SECURITY ADDITION LOCATED AT 2345 SOUTHWEST BOULEVARD

WHEREAS, on May 07, 2019, the Planning Commission recommended approval of the Development Plan for Silco Fire & Security addition, with the following stipulations:

1. A lot split on Parcel #040-007883 shall be finalized and the southern lot created by the split shall be combined with Parcel #040-009220; and
2. A variance shall be obtained from the Board of Zoning Appeals to allow for a reduced building setback from the south property line; and
3. The dumpster enclosure shall be finished in brick or masonry that matches or is complimentary to the building, as approved by the Development Director, and will have stained 100% opaque wood gates; and
4. the applicant shall work with the City's Service Superintendent during the review of the Site Improvement Plan to determine appropriate stormwater management on the site. Due to the context of the site and the proposed location of the basin not be visible from a public right-of-way, the use of a dry basin may be approved provided that it meets all applicable stormwater management requirements.

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 Silco Fire & Security addition, located at 2345 Southwest Blvd., 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: 04/10/19
Introduced By: Mr. Davis
Committee: Safety
Originated By: Mayor Stage
Sponsor: _____
Emergency: 30 Days
Current Expense: _____

No.: C-17-19
1st Reading: 04/15/19
Public Notice: 04/16/19
2nd Reading: 05/20/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-17-19

AN ORDINANCE CREATING A DESIGNATED OUTDOOR REFRESHMENT AREA FOR THE GROVE CITY TOWN CENTER AND ENACTING REGULATIONS

WHEREAS, pursuant to the provisions of Ohio Revised Code §4301.82, the City of Grove City is permitted to create a Designated Outdoor Refreshment Area ("DORA"); and

WHEREAS, on April 03, 2019 Mayor Stage submitted an application to City Council for approval of a DORA in a specified section of the Grove City Town Center; and

WHEREAS, pursuant to §4301.82(C), notice of the filing of the DORA Application and the date of a public hearing thereon was published in a newspaper of general circulation in the City on April 18, 2019 and April 25, 2019; and

WHEREAS, the public hearing on the application was held on May 20, 2019 during which public testimony was held; and

WHEREAS, the DORA Application as submitted meets the requirements of Ohio Revised Code Section 4301.82.

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

SECTION 1. City Council approves the DORA Application as having met the requirements of ORC 4301.82(B)(1-5) and approves the establishment of a Grove City Town Center Designated Outdoor Refreshment Area comprised of the area as depicted on Exhibit A, attached hereto and made a part hereof, such area to include and encompass the premises of the permit holders located at the street addresses listed in Exhibit C, as is required to be included pursuant to ORC Section 4301.82(F)(1)(a).

SECTION 2. The DORA encompasses not fewer than four (4) qualified permit holders, all of which are identified in Exhibit C, attached hereto and made a part hereof, by business name, address, liquor permit type and liquor permit number.

SECTION 3. That in order to ensure public health and safety and in accordance with ORC 4301.82(F)(1)(b), the number, spacing, and type of signage designating the DORA boundary shall be as set forth on Exhibit F, attached hereto and made a part hereof.

SECTION 4. Section 6 of the DORA Application in accordance with ORC 4301.82(F)(1)(c) are the hours of operation for the DORA, which will apply to all activity within the DORA. City Council hereby

recognizes that the DORA shall not be applicable and/or in operation for the events set forth in Section 6 of the DORA Application.

SECTION 5. The Public Health & Safety Plan as described in Section 5 of the DORA Application, attached hereto and made a part hereof is hereby approved as meeting the requirements of ORC 4301.82(F)(1)(d), including the manner in which the number of personnel needed to carry out the plan shall be determined.

SECTION 6. The Sanitation Plan that will help maintain the appearance and public health of the area as described in Section 5 of the DORA Application, attached hereto and made a part hereof, is hereby approved as meeting the requirements of ORC 4301.82(F)(1)(e), including the manner in which the number of personnel needed to carry out the plan shall be determined.

SECTION 7. As is required by ORC4301.82(F)(1)(g), beer and intoxicating liquor shall only be served in plastic bottles or other plastic containers, which shall be provided by the qualified permit holders in a readily-identified container that identifies the name of the establishment that is serving the beverage, as approved by the City's Department of Public Safety.

SECTION 8. City Council shall review the requirements of the DORA, as established herein, at a minimum one (1) year from the effective date of this Ordinance to determine whether to continue the DORA under the same or modified terms and conditions, or dissolve it according to statutory provisions.

SECTION 9. City Council determines that all public notice requirements of ORC 4301.82 prior to the passage of this Ordinance have been met.

SECTION 10. The Clerk of Council is hereby instructed to forward a copy of this Ordinance to the Ohio Division of Liquor Control and to the investigative unit of the Ohio Department of Public Safety, all in accordance with ORC 4301.82(C) and 4301.82(F)(3).

SECTION 11. 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

APPLICATION TO THE GROVE CITY COUNCIL

for the establishment of a

GROVE CITY TOWN CENTER DESIGNATED OUTDOOR REFRESHMENT AREA



O.R.C. 4301.82

The Office of the Mayor of Grove City, Ohio respectfully submits the following application to the Grove City Council to approve and enact the Grove City Town Center Designated Outdoor Refreshment Area, in accordance with O.R.C. 4301.82

Submitted: _____

Richard L. Stage, Mayor

I. INTRODUCTION AND SUBMITTAL OF APPLICATION

Section 4301.82 of the Ohio Revised Code (O.R.C.) authorizes municipalities to create Designated Outdoor Refreshment Areas ("DORA"). To begin the process of creating a DORA, the municipality's Executive Officer may submit an application to City Council which meets certain statutory requirements. The application must be advertised for two consecutive weeks in a newspaper of general circulation within 45 days of the application submission to City Council. Not earlier than 30 days, but not later than 60 days, after the initial publication of the notice, City Council may approve, disapprove or modify the application.

In September 2018, the Heart of Grove City organization submitted a request that the City Council adopt legislation to create a DORA in the Grove City Town Center. Members of the Heart of Grove City organization met with Council Members and the Administration to discuss the desirability of such a project as well as the requirements for establishing a DORA.

The creation of a DORA is meant to serve as an economic tool to attract patrons to the Grove City Town Center and highlight the area as a destination for dining and entertainment. The purpose of this application is to request that City Council create and approve a Designated Outdoor Refreshment Area (DORA) in Grove City.

Section 1. Map of Proposed DORA, not exceeding 150 contiguous acres

Please refer to **Exhibit A** attached. In accordance with O.R.C. 4301.82 (B)(1), Exhibit A includes a map of the proposed DORA that does not exceed 150 acres in size. The proposed area is 15.81 acres in size.

Section 2. Nature and Types of Establishments located within the DORA

Please refer to **Exhibit B** attached. In accordance with O.R.C. 4301.82 (B)(2), Exhibit B lists the names and types of establishments located within the DORA.

Section 3. List of Qualified Permit Holders

Please refer to **Exhibit C** attached. In accordance with O.R.C. 4301.82 (B)(3), Exhibit C outlines the establishments within the DORA that currently have a D liquor permit which is the necessary permit required to participate in a DORA. The DORA will include not fewer than four (4) qualified permit holders. Grove City identified nine (9) qualified permit holders located in the DORA.

Section 4. Evidence that Use of Land within the DORA are in accord with Grove City's Comprehensive Plan

Please refer to **Exhibit D** attached. In accordance with O.R.C. 4301.82 (B)(4), Exhibit D shows a map of Grove City's zoning for the DORA that shows the uses of land within the DORA.

Section 5. Proposed Requirements for Ensuring Public Health and Safety within the DORA

In accordance with O.R.C. 4301.82(B)(5), the proposed requirements for ensuring public health and safety are included below. The Grove City Public Service Department will be responsible for maintaining the appearance and public health within the DORA.

Required Cups:

Those liquor permit establishments within the DORA selling alcohol that can be carried outside its permit area must provide special cups marked with the name of the establishment. The city will establish rules for the types and cost of cups. Cups shall be made of compostable material.

Law Enforcement Duties:

The Grove City Division of Police will be responsible for providing law enforcement services within the DORA. The city is divided into four (4) patrol districts with at least one officer assigned to each district. The DORA is in District 1 and the officers assigned to the district will have primary responsibility for providing services within the DORA.

The on-duty supervisor shall ensure that appropriate attention is provided to the DORA during the hours of operation. In the event a larger than normal number of people are in the DORA, the on-duty supervisor may assign additional officers, and/or assign an officer to specifically patrol the DORA. The use of foot patrol, bicycle patrol as well as the special operation bureau will be considered as alternate methods of patrolling in the DORA.

For special events in the DORA drawing large attendance, additional officers, other agency personnel and/or private security may be required as determined by the Safety Director.

Fire/EMS Responsibilities:

Jackson Township Fire Department will be responsible for providing Fire, Rescue and EMS within the DORA.

- Donald F. Miller Station 201 is located approximately 0.7 miles away from the closest boundary and one (1) mile from the farthest boundary. The estimated response time would be between one (1) and three (3) minutes to any area within the DORA.

For planned events in the DORA drawing large attendance, the Fire Chief may stage personnel and/or equipment in a location within or near the DORA to allow for an immediate response.

Sanitation:

Please refer to **Exhibit E** attached. Grove City has staff specifically allocated to the Town Center area to ensure the area remains clean. Grove City will install 12 additional refuse and recycling containers.

Signage:

Please refer to **Exhibit F** attached. Grove City will install 22 DORA signs as indicated, nine (9) on existing signposts and 13 on newly placed signposts. Portable signs may be used as needed.

Special Events:

Grove City is home to numerous events and festivals throughout the year including, but not limited to, Alumni Weekend, Homecoming, Wine and Arts Festival, Bourbon Festival, and other Heart of Grove City Events.

Grove City may require event organizers pay for special duty officers, private security or overtime for public service or safety personnel if necessary to ensure adequate health and public safety requirements are maintained at the event holders expense.

Outdoor Dining and/or Events on Property within the DORA:

Permit holders that sell alcoholic beverages as part of providing an outdoor dining area in Grove City's right of way (adjacent to the establishment), must obtain a right of way permit (or encroachment agreement) and meet the requirements of the Codified Ordinances for right of way use, the DORA, and the City's Outdoor Seating policy in the Town Center (Chapter 907.) The permit holder may not sell alcoholic beverages outside their liquor permit area. These policies will require the qualifying permit holder to submit sanitation and signage plans and a physical layout of the tables, chairs, and other facilities. Additionally, the permit review will ensure there are adequate pedestrian passageways and ingress/egress for emergency services is adequate. Failure to comply with the requirements of the permit can result in revocation.

Restaurants without a liquor permit and any other establishment within the DORA may allow patrons with DORA cups to enter their establishment if permitted by the owner.

Section 6. Designated Hours of Operation

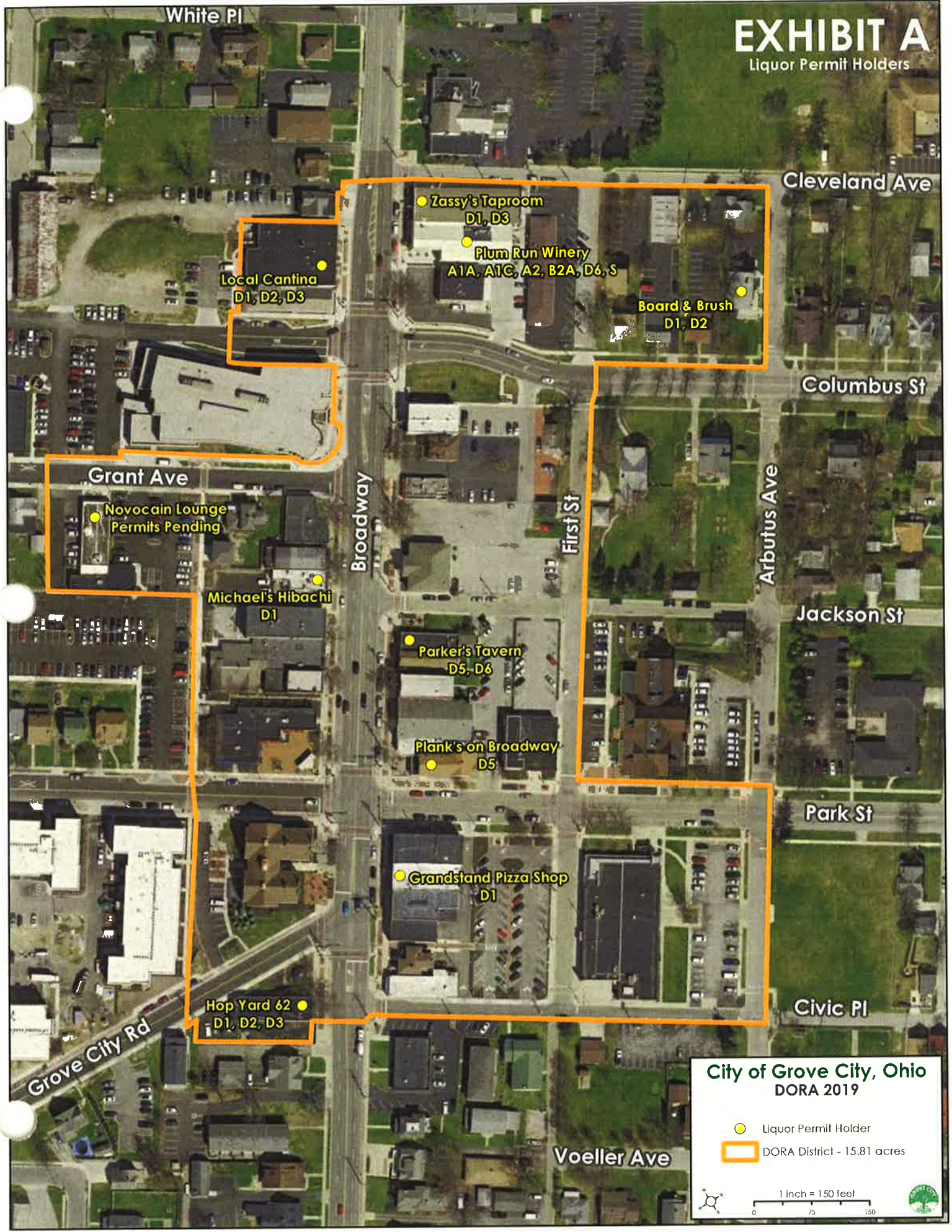
The hours of operation of the DORA will be Thursday, Friday and Saturday from 2:00 p.m. to Midnight. The days which the following events occur are specifically excluded:

Boo Off Broadway/Beggars Night;
Christmas Celebration;
Homecoming; and

Circumstances or situations determined by the Safety Director to be in the best interest of the community in maintaining public safety.

EXHIBIT A

Liquor Permit Holders



City of Grove City, Ohio
DORA 2019

- Liquor Permit Holder
- DORA District - 15.81 acres

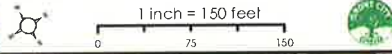


Exhibit B

3975	Arbutus Avenue, Suite A	Sonic Lounge Recording Studios
3937	Broadway	Hair Gallery and Day Spa
3937	Broadway Ste D	The Honey House
3937	Broadway Unit A-1	Vacant
3937	Broadway, Suite B	Country Hearth Primitives
3940	Broadway	Zassy's Tap Room and Home Décor
3946	Broadway	Grove City Brewing Company
3946	Broadway	Plum Run Winery
3952	Broadway	Kitty's Kottage
3952	Broadway	The Farm Table on 62
3968	Broadway	Vacant
3971	Broadway	Personal Expressions, LLC
3974	Broadway	White's Barber Shop
3980	Broadway	Roach Enterprises
3981	Broadway	Little Theatre Off Broadway
3984	Broadway	Tammy's Pizza of Grove City
3985	Broadway	Michael's Hibachi
3989	Broadway	Certify, Inc.
3989	Broadway	Cultivate
3989	Broadway	KatBro Marketing
3989	Broadway	Keller Williams
3989	Broadway	Rampart Websites and Mobile Apps
3989	Broadway	Sensus
3989	Broadway	Tammel Homecare Solutions
3989	Broadway	The Garden Bar
3989	Broadway	ViaForge
3989	Broadway Ste 275	Healthcare Revenue Services & Consulting
3995	Broadway	Grove City Visitors Center
3995	Broadway	Quick Square Consulting, LLC
3998	Broadway	Parkers Tavern
3999	Broadway	Shepherd Insurance Partners Inc
3999	Broadway, Suite A	Vacant
3999	Broadway, Suite B	Jeans Tax Service
4007	Broadway	Edward Jones Investments / Jeff Danziger, AAMS
4008	Broadway	Lilly's Kitchen Table
4009	Broadway	Capital City Cakes & Sweet Treats
4011	Broadway	Coldwell Banker King Thompson
4014	Broadway	Sharp's Grove City Auction Gallery

Exhibit B (continued)

4018	Broadway	Grove City Barber Shop
4022	Broadway	Plank's on Broadway
4026	Broadway	Marks Sports Cards Plus
4030	Broadway	Bowshier, Davitz & Rieser LLC
4030	Broadway	S.J. Parkway Properties, Inc.
4030	Broadway, Suite 100	Steve J. Edwards, Attorney at Law
4030	Broadway, Suite 300	Peters, Laura, Attorney at Law, LLC
4032	Broadway - 2nd Floor	Rise Yoga Ohio
4034	Broadway	Grandstand Pizza
4038	Broadway	Sommer House Gallery, Inc.
4002	Broadway	Never Grow Up Boutique
4050	Broadway	Transcend Coffee + Roastery
4056	Broadway	Broadway Cleaners LLC
4057	Broadway	Hop Yard 62
4063	Broadway	Total Platinum Salon
4063	Broadway, Suite B	A Classic Touch, Inc.
3323	Cleveland Avenue	Daystarz Childcare Center
3306	Columbus St	Board & Brush Grove City
3343	Columbus Street	The Hair Shoppe
3425	Grant Ave., Suite B	Novocain Lounge (pending)
3425	Grant Avenue, Suite A	John J. Dubos, D.D.S.
3449	Grove City Road	Heritage Cycles
3391	Park Street	Scruffy to Fluffy
3378	Park Street, Suite B	Southwest Franklin County Historical Society
3378	Park Street, Suite C	Grove City Town Center Inc.
3378	Park Street, Suite D	The Franklin County Genealogical & Historical Society
3378	Park Street, Suite E	Grove City Arts Council

Exhibit C

Business Name	DBA	Business Address	Permit Types	Permit #
MJG Design Co. LLC	Board and Brush	3306 Columbus St.	D1, D2	60699020010
Parkers Tavern LLC	Parkers Tavern	3998 Broadway	D5, D6	6713399
Planks Garden Inc.	Planks on Broadway	4022 Broadway	D5	69562980005
Kevin S. Bradley	Grandstand Pizza Shop	4034 Broadway	D1	0904575
Grey Beard LLC	Hop Yard 62	4057 Broadway	D1, D2, D3	3374329
Michael Cui, Inc.	Michaels Hibachi	3985 Broadway	D1	5903470
Local Cantina Grove City LLC	Local Cantina	3937 Broadway	D1, D2, D3	5253979
Zassy Taproom LLC	Zassy's Tap Room	3940 Broadway	D1, D3	9896574
Plum Run Vineyard LLC	Plum Run Winery	3946 Broadway	A1A, A1C, A2, B2A, D6, S	6970215
Novocain Lounge	Novocain Lounge	3425 Grant Ave	Pending	Pending

EXHIBIT D

Zoning Classification

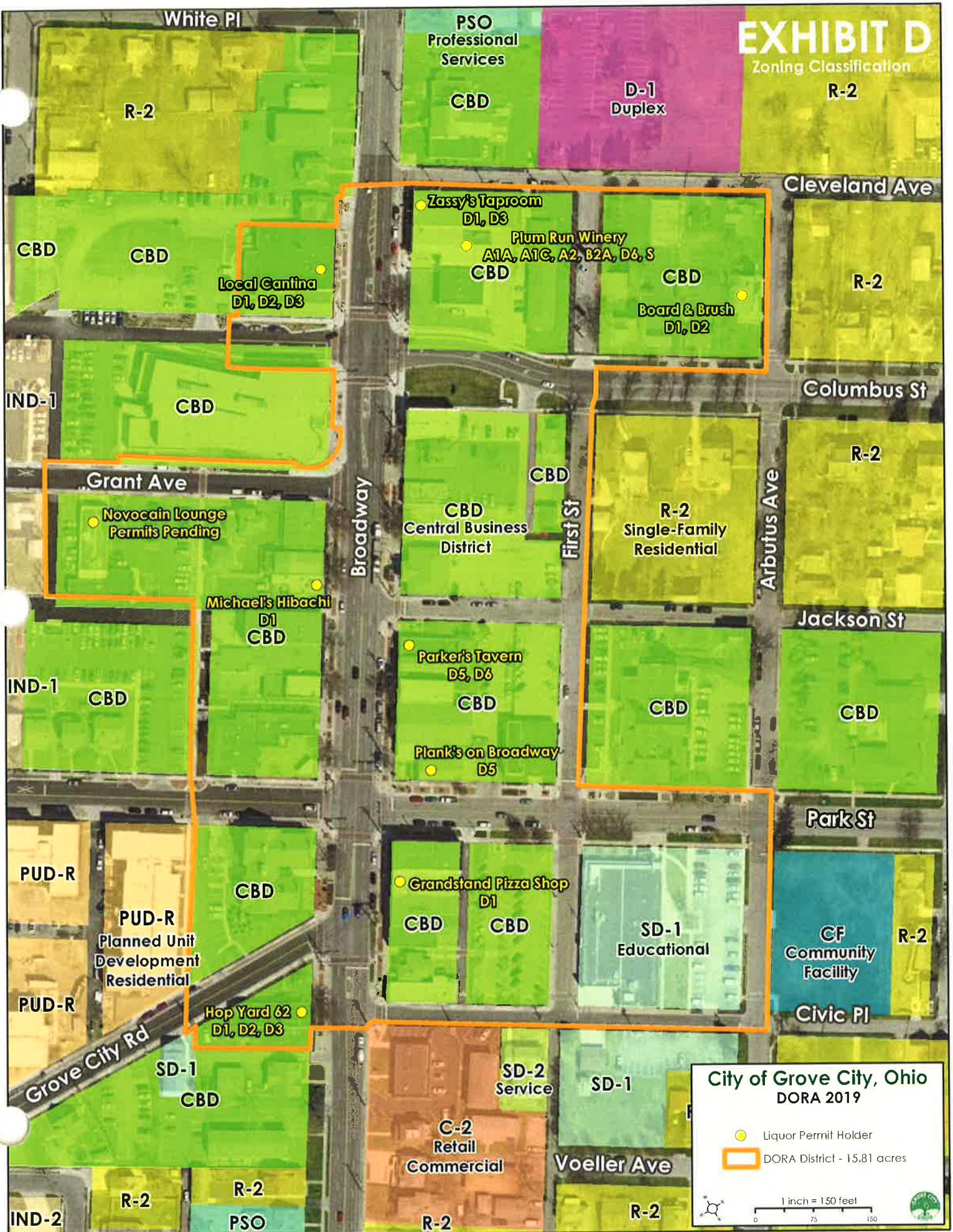


EXHIBIT E

Refuse Container
Locations

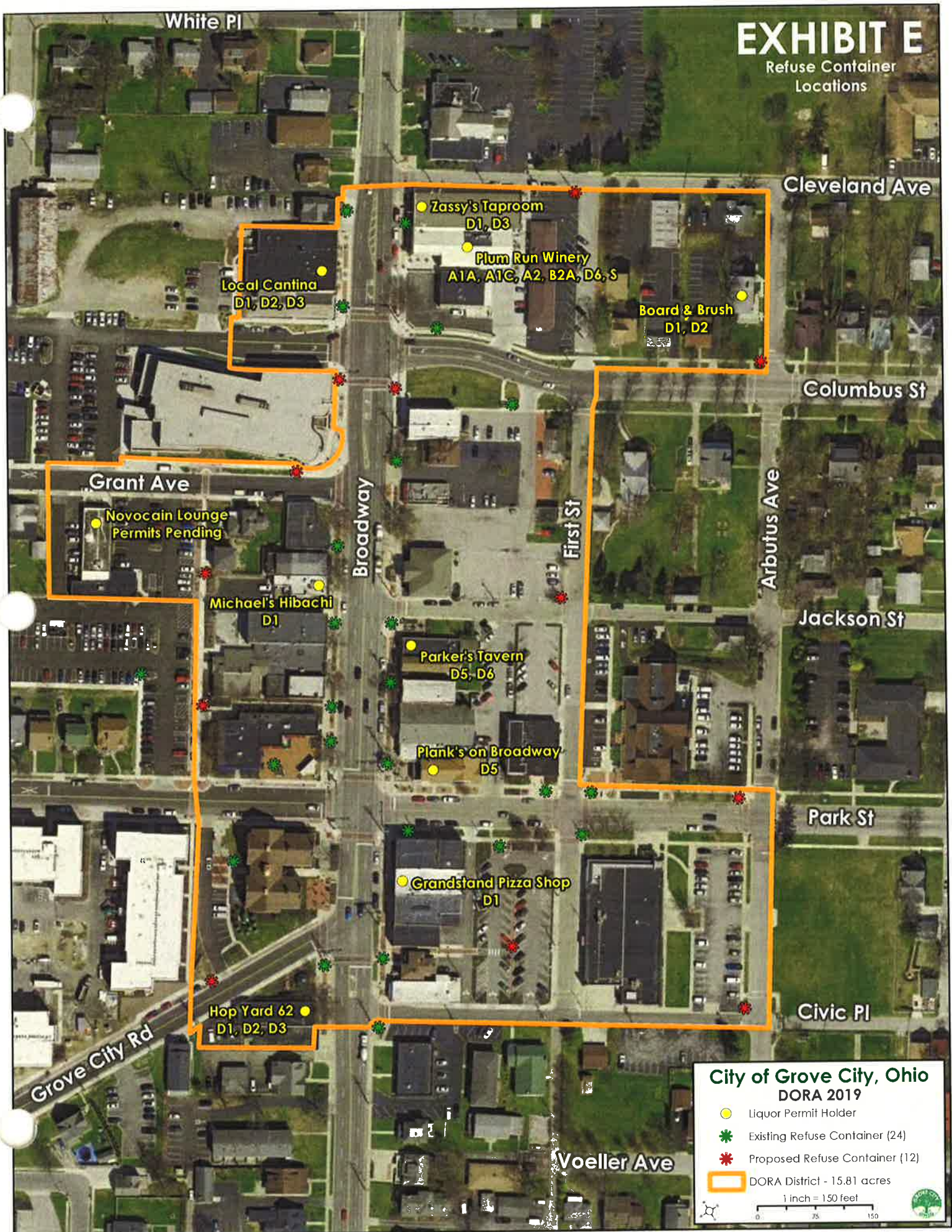


EXHIBIT F

Boundary Signage



Date: 05/15/19
Introduced By: Mr. Berry
Committee: Service
Originated By: Ms. Kelly
Sponsor: Mr. Robin.
Emergency: 30 Days:
Current Expense:

No.: CR-22-19
1st Reading: 05/20/19
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-22-19

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 529.07(b)3 OF THE CODIFIED ORDINANCES FOR THE ANNUAL HOMECOMING CELEBRATION ON JULY 26, 2019 ON THE STREETS OF TOWN CENTER

WHEREAS, the Annual Homecoming Celebration will be held on the streets of Town Center on July 26, 2019; and

WHEREAS, The Grove City Kids Association wish to sell beer during this Homecoming Celebration; and

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

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

SECTION 1. The provisions of Section 529.07(b)3 of the Codified Ordinances that no person shall have in his possession an open container of beer or intoxicating liquor in a public place is hereby waived for this one occasion for the Annual Homecoming Celebration on the streets of Town Center on July 26, 2019.

SECTION 2. The provisions shall only be waived between the hours of 6:00 p.m. to 11:30 p.m. within the areas designated in Exhibit "A" attached hereto and made a part hereof. The pouring of beer shall be from 6:30 – 10:00 p.m.

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

Steven R. Robinette, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

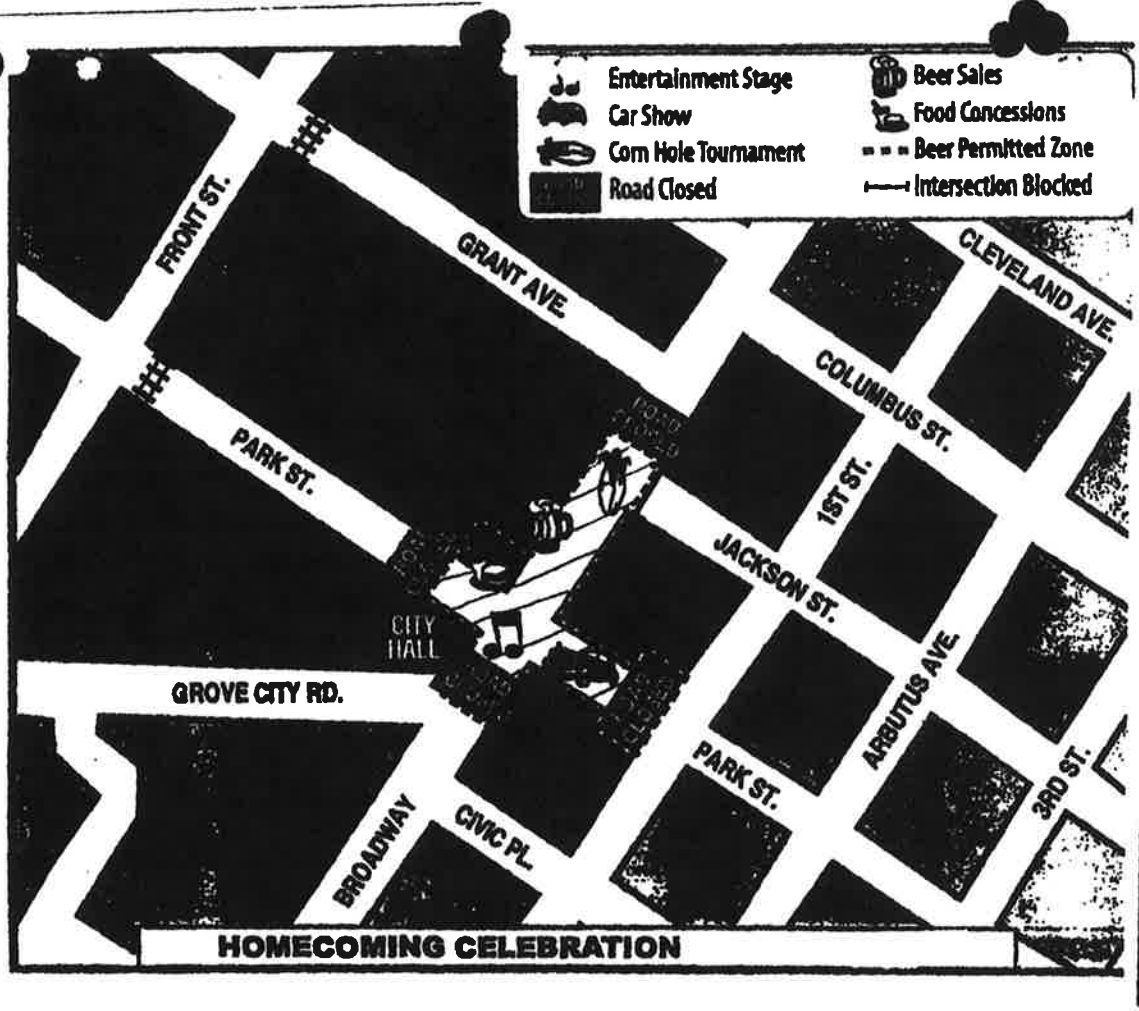
Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form

Stephen J. Smith, Director of Law

EXHIBIT "A"



CR-22-19

Date: 05/15/19
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Smith
Sponsor: Mr. Schottke
Emergency: 30 Days:
Current Expense:

No.: CR-23-19
1st Reading: 05/20/19
Public Notice: 0 / /19
2nd Reading: 0 / /19
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION CR-23-19

A RESOLUTION OF INTENT TO APPROPRIATE FEE SIMPLE TITLE FOR THE COLUMBUS STREET EXTENSION AND RELATED IMPROVEMENTS

WHEREAS, on August 8, 2014 this Council approved Resolution CR-42-14 which endorsed the realignment of Columbus Street and Mill Street; and

WHEREAS, on January 5, 2015 this Council approved Ordinance C-02-15 which authorized the acquisition of the land required for the realignment/extension of Columbus Street; and

WHEREAS, on May 4, 2015 this Council approved Ordinance C-28-15 which appropriated \$2,500,000 for the Columbus Street extension; and

WHEREAS, on December 18, 2017 this Council approved Ordinance C-58-17 which authorized \$6,000,000 to pay for the cost of improving and extending Columbus Street; and

WHEREAS, on December 18, 2017 by Ord. C-58-17, and on January 7, 2019 by Ord. C-70-18, this Council approved funding for the Columbus Street extension west of Broadway; and

WHEREAS, the City's Consulting Engineer has prepared plans for the extension of Columbus Street from its current terminus by the library west to the railroad tracks and related improvements as shown in Exhibit A; and

WHEREAS, the Project requires that the City obtain, for the public purpose of making, repairing, and improving a public roadway which shall be open to the public without charge, multiple property interests from multiple properties, as described and depicted in the attached exhibits; and

WHEREAS, pursuant to Section 719.04 of the Ohio Revised Code, it is necessary for Council to declare its intent to appropriate property for the improvements related to the Project.

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

SECTION 1. This Council considers it necessary and declares its intention to appropriate certain fee simple interests for public right of way, without limitation of existing access rights, and easements in and to the premises described in the attached Exhibits for the Columbus Street extension from its current terminus by the library west to the railroad tracks and related improvements.

SECTION 2. The Administrative Assistant is authorized to cause written notice of the passage of this Resolution to be given to the owners having an interest of record in the premises. The notices shall be served and returned accordingly to law.

SECTION 3. The resolution 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
resolution is correct as to form.

Stephen J. Smith, Director of Law

CR-23-19

LEGEND

- ☐ PROPOSED PARTIAL TAKE
☐ PROPOSED FULL TAKE

PROPERTY OWNERS		
1	0.188 AC	040-001165 3871 MEADOW LANE JOYCE WILLIAMS-BUCKLER TR
2	0.187 AC	040-001166 3877 MEADOW LANE JOYCE WILLIAMS-BUCKLER TR
14	0.217 AC	040-000623 3387 WHITE PLACE SHIRLEY ARICK
4	0.101 AC	040-001168 3880 MEADOW LANE JUDY JONES
15	0.088 AC	040-005943 N BROADWAY REAR DRG INVESTMENTS LLC
5	0.111 AC	040-001173 3892 MEADOW LANE DRG INVESTMENTS LLC
6	0.156 AC	040-000479 MILL STREET MILL STREET MARKET LLC
7	0.046 AC	040-000479 MILL STREET MILL STREET MARKET LLC
8	0.098 AC	040-000552 BROADWAY MILL STREET MARKET LLC
9	0.131 AC	040-000070 3937 BROADWAY MILL STREET MARKET LLC
11	0.159 AC	040-000070 3937 BROADWAY MILL STREET MARKET LLC
10A	0.171 AC	040-000750 GRANT AVENUE CSX TRANSPORTATION INC
10B	0.046 AC	040-000750 GRANT AVENUE CSX TRANSPORTATION INC
10C	0.020 AC	040-000750 GRANT AVENUE CSX TRANSPORTATION INC
10D	0.022 AC	040-000750 GRANT AVENUE CSX TRANSPORTATION INC
3	0.188 AC	040-001167 3879 MEADOW LANE DIANE L HILL TR
13	0.188 AC	040-001168 3879 MEADOW LANE DIANE L HILL TR
12	0.003 AC	040-015387 3937 BROADWAY REAR CITY OF GROVE CITY



CITY OF GROVE CITY, OHIO
PROPERTY EXHIBIT
COLUMBUS STREET WEST



0.068 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey No. 1388, being out of that 0.4258 acre tract conveyed to DRG Investments, LLC by deed of record in Instrument Number 200012120250905 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at an iron pin set at the southeasterly corner of Reserve "C" of Paul E. White's 1st Addition to Grove City, Ohio of record in Plat Book 23, Page 11 as conveyed to DRG Investments, LLC as Tract Two, Parcel No. 1 by deed of record in Instrument Number 200007120137648 at the southwesterly corner of said 0.4258 acre tract, being in the northerly line of that tract conveyed as Parcel III to Mill Street Market, LLC by deed of record in Instrument Number 200310080322574;

Thence North $33^{\circ} 50' 20''$ East, with the line common to said 0.4258 acre tract and said Reserve "C", (passing a 3/4 inch iron pin found at 3.26 feet) for a total distance of 53.37 feet to a 5/8 inch iron pipe found at a corner common to said Reserve "C" and Lot 47 of said Paul E. White's 1st Addition Subdivision;

Thence South $56^{\circ} 38' 10''$ East, across said 0.4258 acre tract, a distance of 55.17 feet to an iron pin set;

Thence South $33^{\circ} 21' 50''$ West, continuing across said 0.4258 acre tract, a distance of 53.79 feet to an iron pin set in the northerly line of said Mill Street Market, LLC tract;

Thence North $56^{\circ} 11' 58''$ West, with the line common to said Mill Street Market, LLC tract and said 0.4258 acre tract, a distance of 55.62 feet to the POINT OF BEGINNING, and containing 0.068 acre of land, more or less.

The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the southerly right-of-way line of Mill Street, having a bearing of South $55^{\circ} 51' 52''$ East, is designated the "basis of bearing" for this survey.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

This description was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in May 2002, June 2010, October 2013, October 2014 and November 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:td
0_068 ac 20160121-VS-BNDY-01.doc

Split
0.068 acre
outlet
(040)
S943

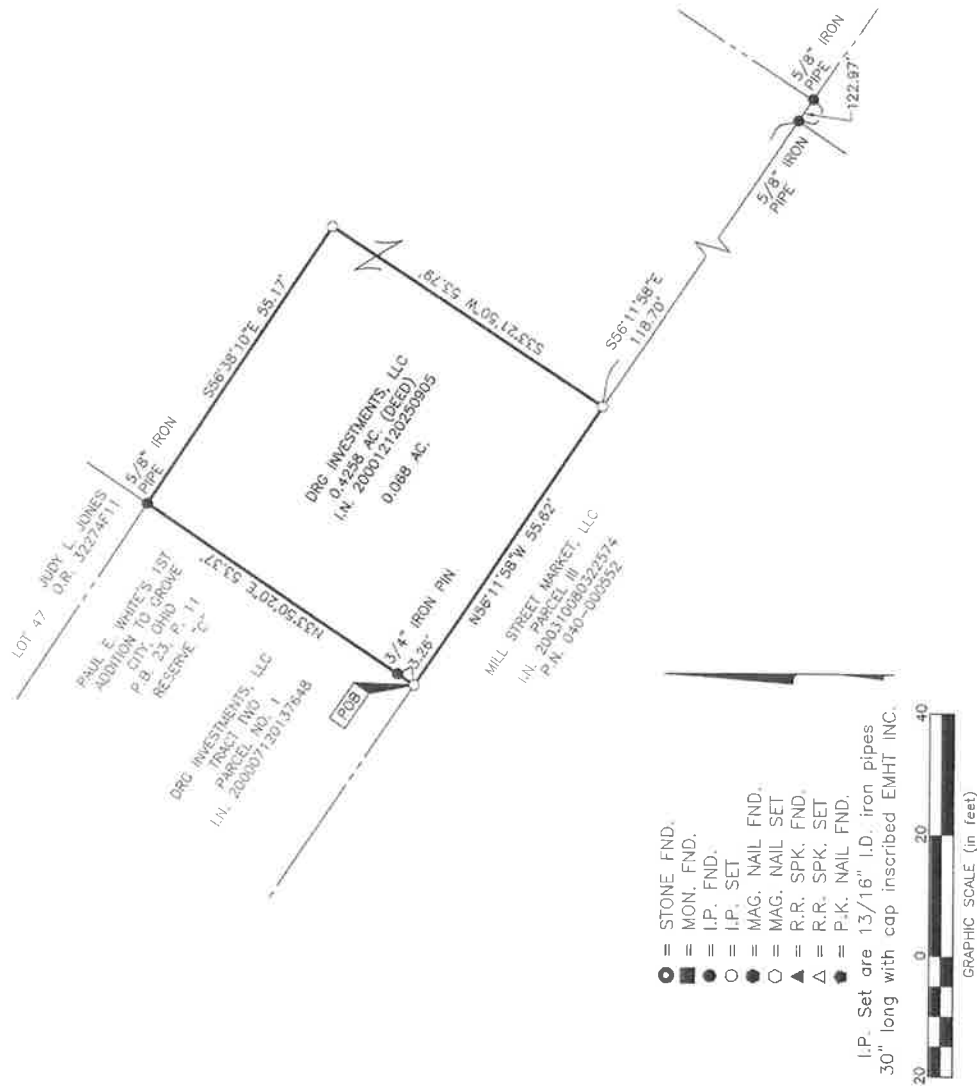
23 Apr 18

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Job No: 2016-0121

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in May 2002, June 2010, October 2013, October 2014 and November 2016.

By Joshua M. Meyer Date 4-17-2012



0.427 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey No. 1388, being part of that 15 foot Alley vacated by Ordinance No. C-47-75, part of Lot 18 of that Subdivision entitled "Geo. H. Gantz et al Addition to Grove City" of record in Plat Book 8, Page 116, being of all of Parcel IV, and out of that 1.277 acre tract, conveyed as Parcel I and Parcel III as conveyed to Mill Street Market, LLC by deed of record in Instrument Number 200310080322574 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at an iron pin set at a corner common to said being Lot 18 and Lot 19 of said "Geo. H. Gantz et al Addition to Grove City", in the northerly line of Mill Street as vacated by Ordinance No. C-77-89, being the corner common to that 0.052 acre tract conveyed to City of Grove City, Ohio by deed of record in Instrument Number 201503310040157 and that 21.431 square foot tract as conveyed to City of Grove City, Ohio by deed of record in Instrument Number 201503310040283;

Thence North $33^{\circ} 21' 50''$ East, with the line common to said Lots 18 and 19, a distance of 146.36 feet to a 1" iron pipe found at a common corner of said Lots 18 and 19 in the southerly right of way line of a 10 foot Alley as shown on Plat Book 5, Page 116;

Thence South $56^{\circ} 11' 58''$ East, with the northerly line of said Lot 18, a distance of 51.10 feet to an iron pin set at a northeasterly corner of said Lot 18 and in the westerly line of a 15 foot Alley vacated by Ordinance No. C-47-75;

Thence North $33^{\circ} 57' 23''$ East, with the westerly line of said 15 foot wide vacated Alley extended north, with the line common to said Mill Street Market, LLC tract and that tract conveyed to DRG Investments, LLC by deed of record in Instrument Number 200007120137648, a distance of 10.00 feet to an iron pin set in the southerly line of Reserve "C" of Paul E. White's 1st Addition to Grove City, Ohio of record in Plat Book 23, Page 11 as conveyed to DRG Investments, LLC as Tract Two, Parcel No. 1 by deed of record in Instrument Number 200007120137648;

Thence South $56^{\circ} 11' 58''$ East, with the northerly line of said 15 foot vacated Alley, the southerly line of Reserve "C", with the northerly line of said Mill Street Market, LLC tract, the southerly line of that 0.4258 acre tract as conveyed to DRG Investments, LLC by deed of record in Instrument Number 200012120250905, a distance of 115.80 feet to an iron pin set;

Thence South $33^{\circ} 21' 50''$ West, across said Mill Street Market, LLC tracts, a distance of 80.16 feet to an iron pin set on the arc of a curve in the northerly line of the tract conveyed to Baltimore and Ohio Railway by deed of record in Deed Book 592, Page 1, now known as CSX Transportation Inc., successor by merger, whose merger documents were recorded in Official Record 13276A16 and Official Record 13276B15 and re-recorded in Official Record 13283G13, originally conveyed to The Columbus and Cincinnati Midland Railroad Company in Deed Book 184, Page 540;

Thence with the line common to said Mill Street Market, LLC tracts and said CSX tract, with the arc of said curve to the left, having a central angle of $20^{\circ} 15' 50''$, a radius of 500.51 feet, an arc length of 177.01 feet, a chord bearing of North $81^{\circ} 51' 10''$ West and a chord distance of 176.09 feet to an iron pin set at a southeasterly corner of said 21.431 Square Feet;

Thence North $55^{\circ} 51' 52''$ West, with the southerly line of said Lot 18, and the northerly line of said 21.431 Square Feet tract, a distance of 7.69 feet to the POINT OF BEGINNING, and containing 0.427 acre of land, more or less, of which 0.199 acre is located within Parcel Number 040-000479, 0.097 acre is located within Parcel Number 040-000552, 0.131 acre is located within Parcel Number 040-000070.

The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the southerly right-of-way line of Mill Street, having a bearing of South $55^{\circ} 51' 52''$ East, is designated the "basis of bearing" for this survey.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

This description was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in May 2002, June 2010, October 2013, October 2014 and November 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

Date

Plat Book Order

22 Apr 10



Evans, Mechwart, Hordbolen & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
3500 Newburg Road, Cincinnati, OH 45244
Phone: 513.751.5500 Fax: 513.751.5544
www.emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY SURVEY NO. 1388
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 17, 2016
Scale: 1" = 30'
Job No: 2016-0121

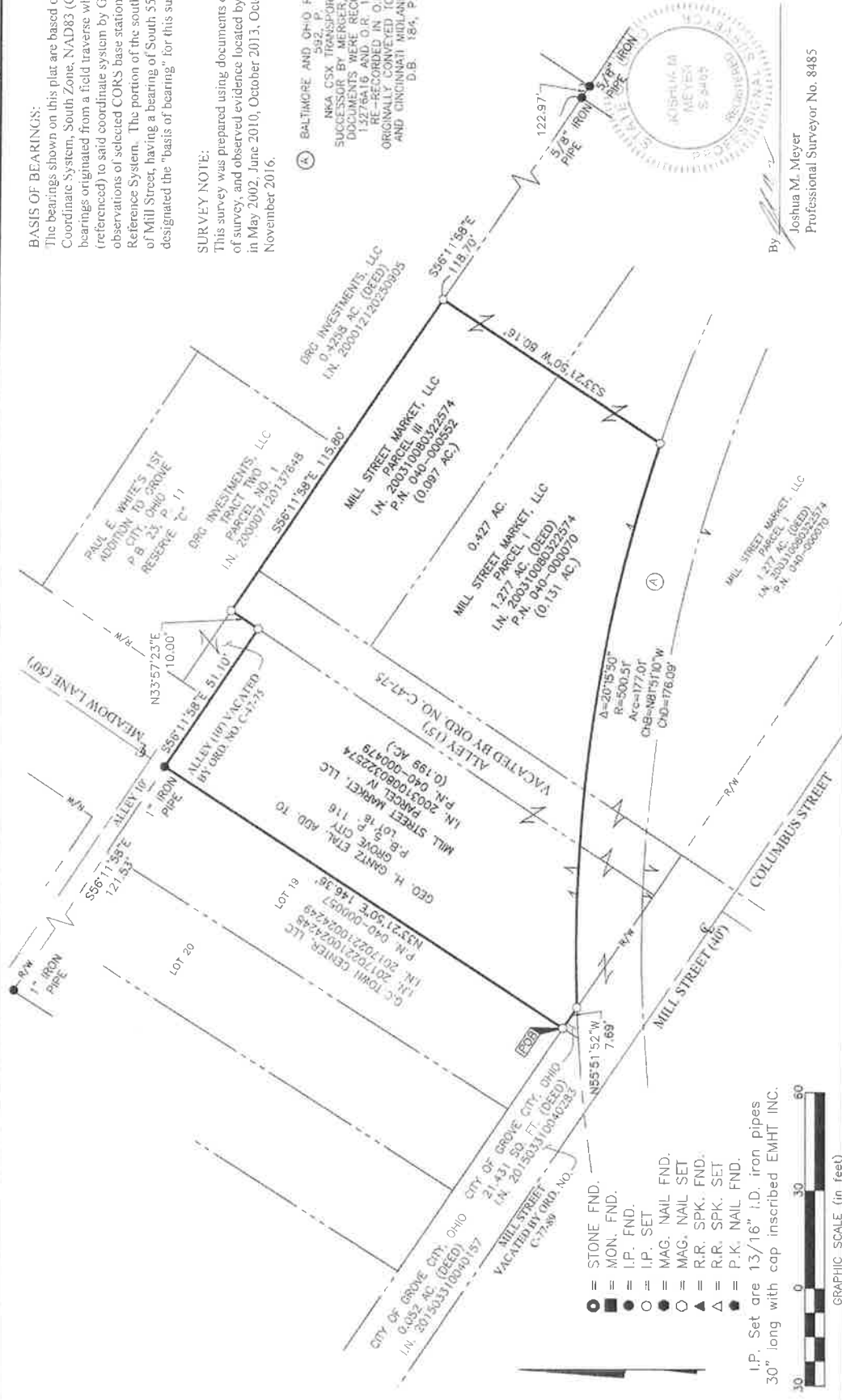
BASIS OF BEARINGS:

The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the southerly right-of-way line of Mill Street, having a bearing of South 55° 51' 52" East, is designated the "basis of bearing" for this survey.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in May 2002, June 2010, October 2013, October 2014 and November 2016.

(A) BALTIMORE AND OHIO RAILWAY BY D.B.
352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



I.P. Set are 13/16" I.D. iron pipes
30" long with cap inscribed EMHT INC.

GRAPHIC SCALE (in feet)

By Joshua M. Meyer
Professional Surveyor No. 8485
Date 4-17-2016

0.171 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey No. 1388, being part of the tract conveyed to Baltimore and Ohio Railroad by deed of record in Deed Book 592, Page 1, now known as CSX Transportation Inc, successor by merger, whose merger documents have been summarized and recorded as Official Record 13276 A16 and Official Record 13276 B15, subsequently re-recorded as Official Record 13283 G13 as originally conveyed to the Columbus and Cincinnati Midland Railroad Co. by deed of record in Deed Book 184, Page 540 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a 3/4" iron pin found at the easterly corner of Lot 6 of that subdivision entitled "Geo H. Gantz Etal. Add. To Grove City", of record in Plat Book 5, Page 116, being in the intersection of the northwesterly right-of-way line of a 15 foot alley with the southwesterly right-of-way line of Mill Street (40 feet wide), as shown in that plat entitled "Geo H. Gantz Etal. Add. To Grove City" of record in Plat Book 5, Page 116;

Thence North 55° 51' 52" West, with said southwesterly right-of-way line, the northeasterly line of said Lot 6 and Lot 7 of said "Geo H. Gantz Etal. Add. To Grove City", the northeasterly terminus line of a 10 foot Alley, a distance of 60.31 feet to an iron pin set at the northerly corner of said 10 foot alley, being the TRUE POINT OF BEGINNING;

Thence with the southeasterly line of said CSX Tract, the northwesterly right-of-way line of said 10 foot Alley, with the arc of a curve to the left, having a central angle of 11° 57' 56", a radius of 480.51 feet, an arc length of 100.35 feet, a chord bearing of South 77° 27' 18" West and chord distance of 100.17 feet to an iron pin set;

Thence North 55° 51' 52" West, across said CSX Tract, a distance of 24.87 feet to an iron pin set at a point on a curve on the southeasterly line of Reserve "A" of said "Geo H. Gantz Etal. Add. To Grove City Subdivision", being in the common corner of that 0.215 acre tract as conveyed to Mark A. Haughn and Colleen D. Haughn by deed of record in Instrument Number 201506090076493 and the remainder of that tract conveyed to the City of Grove City, Ohio by deed of record in Instrument Number 201501210008389;

Thence with the northwesterly line of said CSX Tract, the southeasterly lines of said Reserve "A", that portion of Mill Street vacated by Ordinance Number C-77-89, and the southeasterly lines of that 0.052 acre tract conveyed to the City of Grove City, Ohio by deed of record in Instrument Number 201503310040157 and that 21.431 Square Feet tract conveyed to the City of Grove City, Ohio by deed of record in Instrument Number 201503310040283 and with the southerly line of the remainder of those tracts conveyed to Mill Street Market, LLC by deed of record in Instrument Number 200310080322574, and across a 15 foot Alley, vacated by Ordinance No. C-47-75, with the arc of a curve to the right, having a central angle of 44° 29' 38", a radius of 500.51 feet, an arc length of 388.68 feet, a chord bearing of South 88° 00' 28" East and (passing a 5/8" solid iron pin found at a chord distance of 95.42 feet), a total chord distance of 378.98 feet to an iron pin set;

Thence South 34° 08' 08" West, across said CSX tract, a distance of 20.31 feet to an iron pin set at a northwesterly corner of that 0.117 acre tract as conveyed to City of Grove City, Ohio by deed of record in Instrument Number 201503310040279, at the northeasterly corner of the remainder of said Mill Street Market, LLC tract;

Thence with the southerly line of said CSX tract, the northerly line of the remainder of Mill Street Market, LLC tract and across said vacated Alley (15') and across said Mill Street, with the arc of a curve to the left, having a central angle of 30° 23' 06", a radius of 480.51 feet, an arc length of 254.82 feet, a chord bearing of North 81° 22' 11" West, and a chord distance of 251.85 feet to the TRUE POINT OF BEGINNING, and containing 0.171 acre of land, more or less.

The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the southerly right-of-way line of Mill Street, having a bearing of South 55° 51' 52" East, is designated the "basis of bearing" for this survey.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

This description was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in May 2002, June 2010, October 2013, October 2014 and November 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

Date

Split
0.171 acre
check
(040)
750

AMS
23 Apr 18



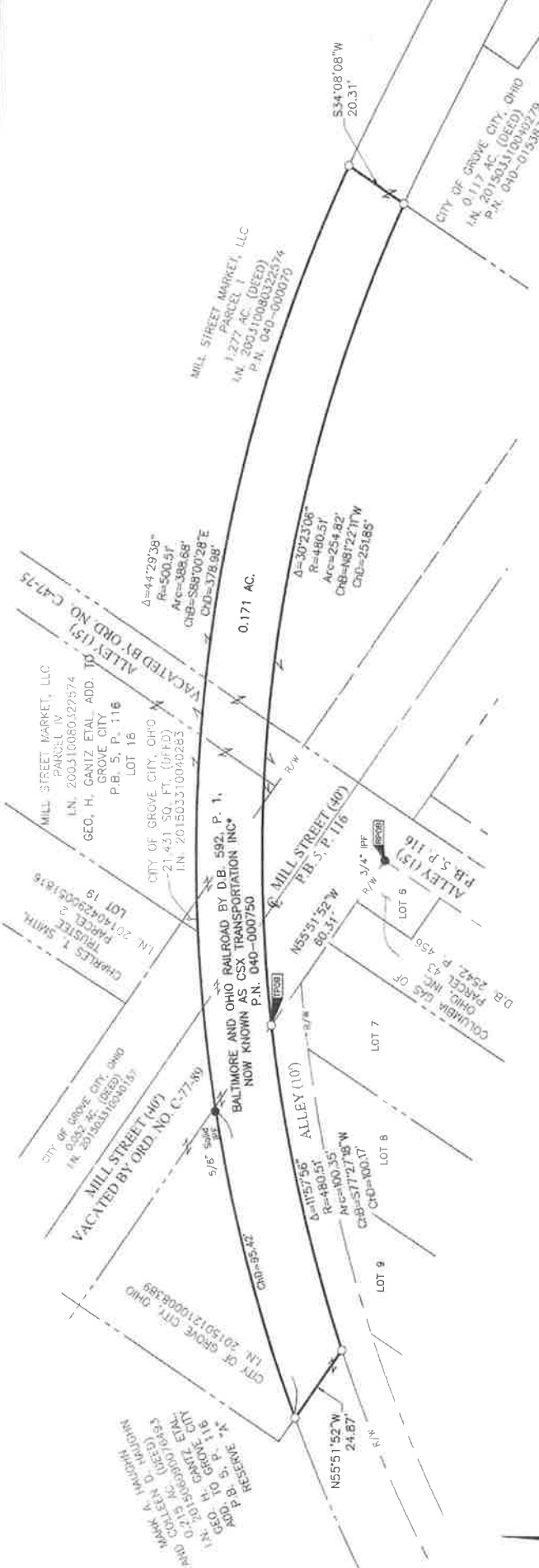
EMHIT
Engineering & Surveying
5500 New Albany Road, Columbus, OH 43254
Phone: 614.775.4500 Fax: 614.775.3546
emhit.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY SURVEY NO. 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 17, 2018
Scale: 1" = 30'
Job No: 2016-0121



*SUCCESSOR BY MERGER, WHOSE MERGER DOCUMENTS HAVE BEEN SUMMARIZED AND RECORDED AS OFFICIAL RECORD 13276 A16 AND OFFICIAL RECORD 13276 B15, SUBSEQUENTLY RE-RECORDED AS OFFICIAL RECORD 13283 G13. ORIGINALLY CONVEYED TO THE COLUMBUS AND CINCINNATI MIDLAND RAILROAD CO. D.B. 184, P. 540

SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in May 2002, June 2010, October 2013, October 2014 and November 2016.

BASIS OF BEARINGS:
The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the southerly right-of-way line of Mill Street, having a bearing of South 55° 51' 52" East, is designated the "basis of bearing" for this survey.

- = STONE FND.
- = MON. FND.
- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- = R.R. SPK. FND.
- = R.R. SPK. SET
- = P.K. NAIL FND.
- = P.K. NAIL SET

I.P. Set are 13/16" I.D. iron pipes 30" long with cap inscribed EMHT INC.



GRAPHIC SCALE (in feet)



By: Joshua M. Meyer
Professional Surveyor No. 8485
Date: 4-17-2018

0.163 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey No. 1388, being part of Lot 18 of that subdivision entitled "Geo. H. Gantz et al Addition to Grove City" of record in Plat Book 8, Page 116, and part of that 15 foot alley vacated by Ordinance No. C-47-75, being out of those tracts conveyed to Mill Street Market, LLC by deed of record in Instrument Number 200310080322574, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a 3/4 inch iron pin found at the intersection of the northwesterly right-of-way line of a 15 foot alley with the southwesterly right-of-way line of Mill Street (40 feet wide, as dedicated in that subdivision entitled "Geo. H. Gantz Etal. Add. To Grove City", of record in Plat Book 5, Page 116), being the easterly corner of Lot 6 of said subdivision and the easterly corner of that tract of land conveyed as Parcel 43 to Columbia Gas of Ohio, Inc. by deed of record in Deed Book 2543, Page 456;

Thence South 55° 51' 52" East, with the southwesterly right-of-way line of Columbus Street of record in Plat Book 119, Page 3, with the northeasterly lines of Lots 2 thru 5, inclusive, of said "Geo. H. Gantz Etal. Add. To Grove City", and partially across said Columbus Street, a distance of 166.99 feet to a point;

Thence North 34° 08' 08" East, across said Columbus Street, a distance of 40.00 to an iron pin set at a corner common to the remainder of said Mill Street Market, LLC tract and that 0.117 acre tract conveyed to City of Grove City by deed of record in Instrument Number 201503310040279, in the northeasterly right of way line of said Columbus Street, being the TRUE POINT OF BEGINNING;

Thence North 55° 51' 52" West, with the southerly line of said Mill Street Market, LLC tract, the northerly right of way line of said Columbus Street and said Mill Street, a distance of 173.65 feet to an iron pin set in the southerly line of the tract conveyed to Baltimore and Ohio Railway by deed of record Deed Book 592, Page 1, now know as CSX Transportation Inc., successor by Merger, whose merger documents were recorded in Official Record 13276A16 and Official Record 13276B15, and re-recorded in Official Record 13283G13, originally conveyed to the Columbus and Cincinnati Midland Railroad Company by deed of record in Deed Book 184, Page 540;

Thence with the line common to the remainder of said Mill Street Market, LLC tracts and said CSX tracts, with the arc of a curve to the right, having a central angle of 22° 23' 55", a radius of 480.51 feet, an arc length of 187.84 feet, a chord bearing of South 77° 22' 35" East, and a chord distance of 186.65 feet to an iron pin set at a corner common to the remainder of said Mill Street Market, LLC tract and said 0.117 acre tract;

Thence South 34° 08' 08" West, with the line common to the remainder of said Mill Street Market, LLC tract and said 0.117 acre tract, a distance of 68.44 feet to the TRUE POINT OF BEGINNING, and containing 0.163 acre of land, more or less, of which 0.003 acre is located within Parcel Number 040-000479, 0.160 acre is located within Parcel Number 040-000070.

The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the southerly right-of-way line of Mill Street, having a bearing of South 55° 51' 52" East, is designated the "basis of bearing" for this survey.

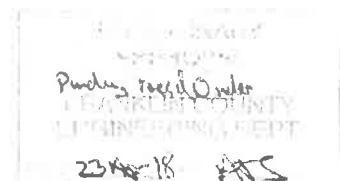
Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

This description was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in May 2002, June 2010, October 2013, October 2014 and November 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.


Joshua M. Meyer
Professional Surveyor No. 8485

9-17-2018
Date





Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
10000 Wilshire Blvd., Suite 1000, Los Angeles, CA 90024
Phone: 614.75.4500 Fax: 614.75.3448
emht.com

SURVEY OF ACREAGE PARCEL

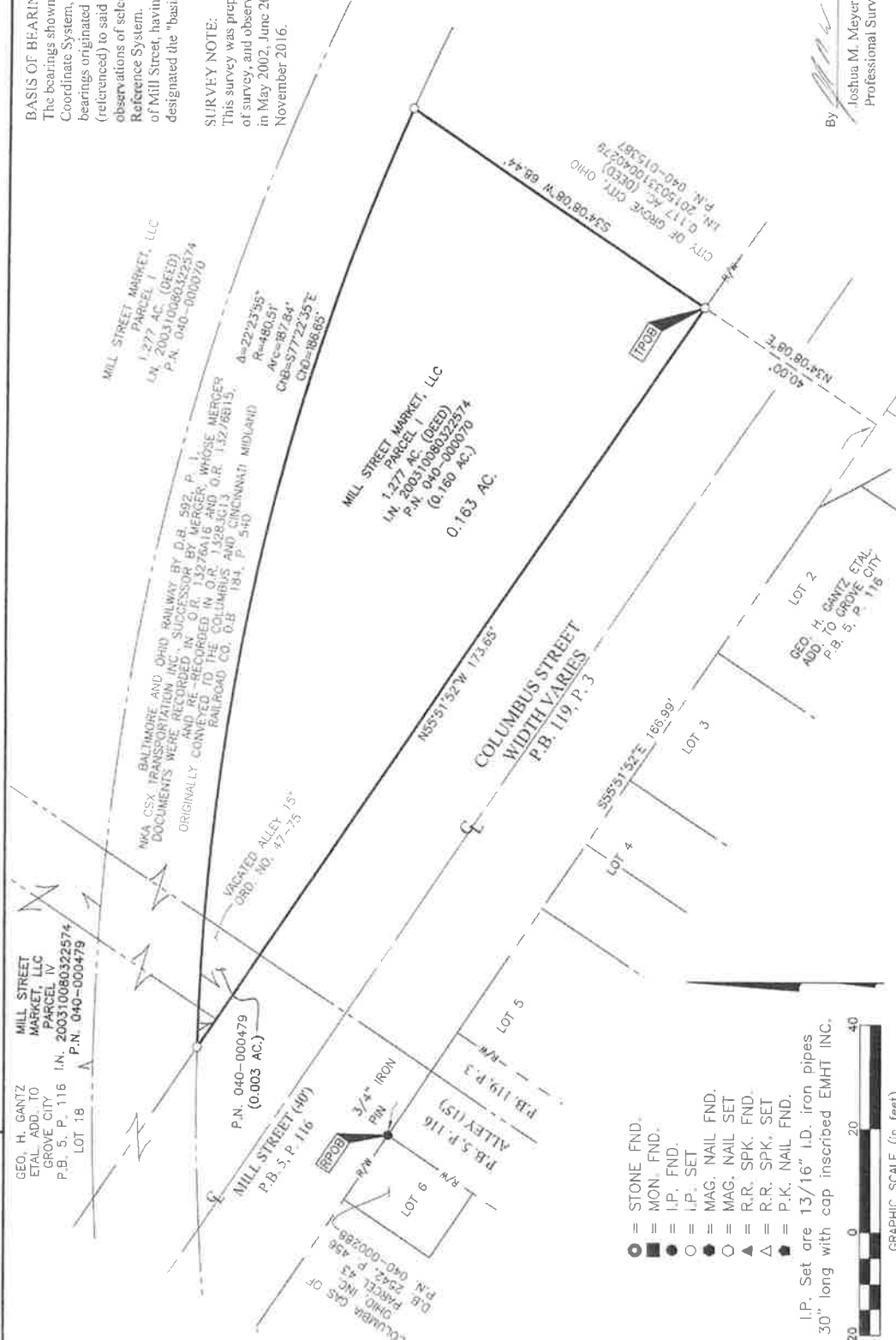
VIRGINIA MILITARY SURVEY NO. 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 17, 2018
Scale: 1" = 20'
Job No: 2016-0121

BASIS OF BEARINGS:
The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the southerly right-of-way line of Mill Street, having a bearing of South 55° 51' 52" East, is designated the "basis of bearing" for this survey.

SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in May 2002, June 2010, October 2013, October 2014 and November 2016.



- = STONE FND.
- = MON. FND.
- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.
- △ = R.R. SPK. SET
- ◆ = P.K. NAIL FND.

I.P. Set are 13/16" I.D. iron pipes 30" long with cap inscribed EMHT INC.



By: *[Signature]* Joshua M. Meyer
Professional Surveyor No. 8485
Date: 4-17-2018

0.003 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey No. 1388, being part of that 0.117 acre tract conveyed to City of Grove City, Ohio by deed of record in Instrument Number 201503310040279 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a 3/4 inch iron pin found at the intersection of the northwesterly right-of-way line of a 15 foot alley with the southwesterly right-of-way line of Mill Street (40 feet wide, as dedicated in that subdivision entitled "Geo. H. Gantz Etal. Add. To Grove City", of record in Plat Book 5, Page 116), being the easterly corner of Lot 6 of said subdivision and the easterly corner of that tract of land conveyed as Parcel 43 to Columbia Gas of Ohio, Inc. by deed of record in Deed Book 2543, Page 456;

Thence South 55° 51' 52" East, with the southwesterly right-of-way line of Columbus Street of record in Plat Book 119, Page 3, with the northeasterly lines of Lots 2 thru 5, inclusive, of said "Geo. H. Gantz Etal. Add. To Grove City", partially across said Columbus Street, a distance of 166.99 feet to a point;

Thence North 34° 08' 08" East, across said Columbus Street, a distance of 40.00 to an iron pin set at a corner common to said 0.117 acre tract and the remainder of that 1.277 acre tract conveyed as Parcel 1 to Mill Street Market, LLC by deed of record in Instrument Number 200310080322574, in the northeasterly right of way line of said Columbus Street, being the TRUE POINT OF BEGINNING;

Thence North 34° 08' 08" East, with the line common to said 0.117 and 1.277 acre tracts, a distance of 11.75 feet to an iron pin set;

Thence across said 0.117 acre tract, with the arc of a curve to the left, having a central angle of 08° 51' 35", a radius of 175.00 feet, an arc length of 27.06, a chord bearing of South 30° 05' 35" East, and a chord distance of 27.03 feet to an iron pin set in the northerly right of way line of said Columbus Street;

Thence North 55° 51' 52" West, with said northerly right of way line, a distance of 24.34 feet to the TRUE POINT OF BEGINNING, and containing 0.003 acre of land, more or less.

The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the southerly right-of-way line of Mill Street, having a bearing of South 55° 51' 52" East, is designated the "basis of bearing" for this survey.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

This description was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in May 2002, June 2010, October 2013, October 2014 and November 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:ld
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4-17-2018
Sgt
0.003 acre
0.003
(040)
15387

MS

23 Apr 18



Evans, Mechwart, Hamilton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
10000 W. 12th Avenue, Suite 100
Denver, CO 80202
Phone: 614.775.4000 Fax: 888.775.3448
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY SURVEY NO. 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

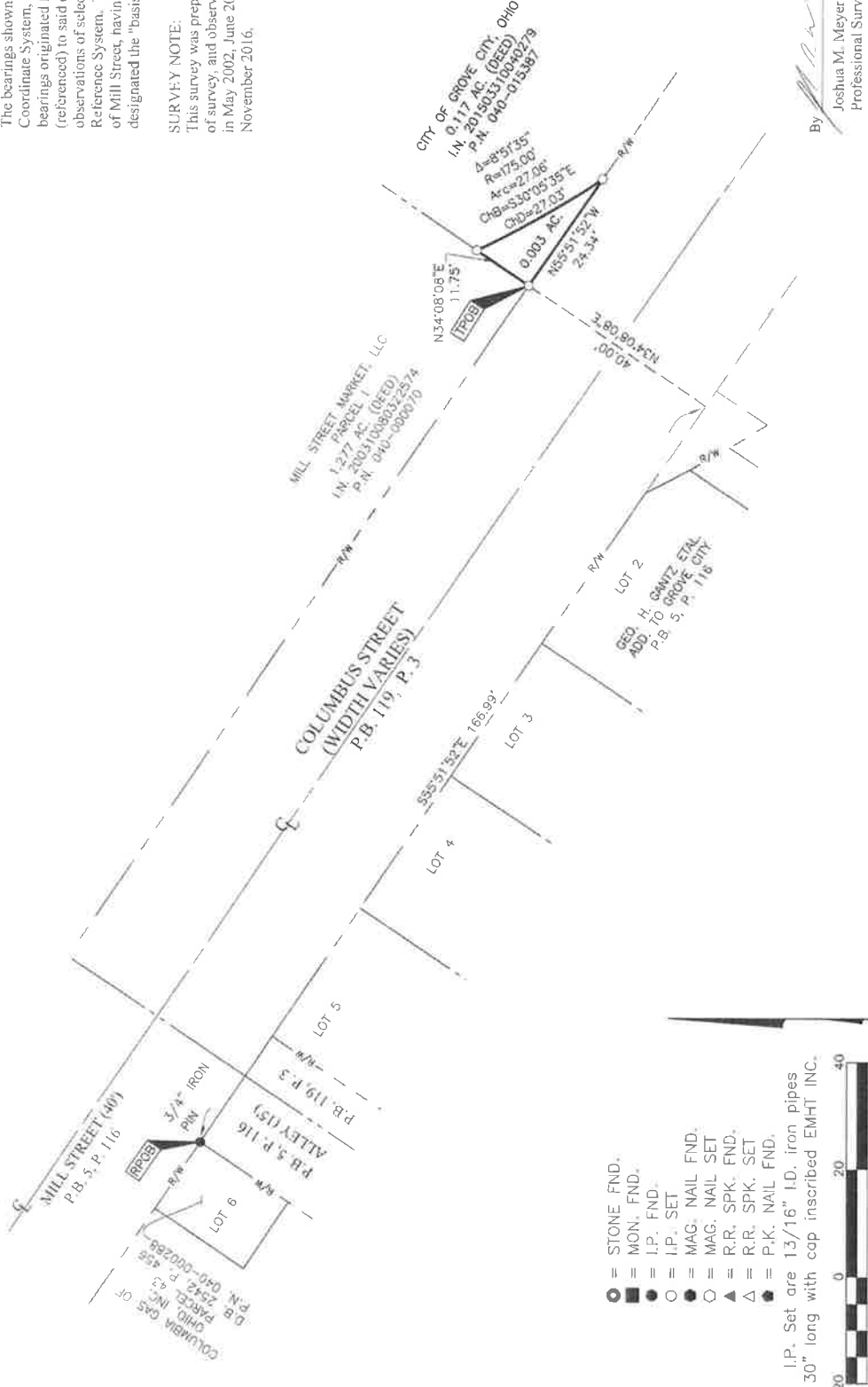
Date: April 17, 2016
Scale: 1" = 20'
Job No: 2016-0121

BASIS OF BEARINGS:

The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the southerly right-of-way line of Mill Street, having a bearing of South 55° 51' 52" East, is designated the "basis of bearing" for this survey.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in May 2002, June 2010, October 2013, October 2014 and November 2016.



By: *Joshua M. Meyer*
Joshua M. Meyer
Professional Surveyor No. 8485
Date: 4/17/2016

0.046 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey No. 1388, being out of the tract conveyed to Baltimore and Ohio Railroad by deed of record in Deed Book 592, Page 1, now known as CSX Transportation Inc, successor by merger, whose documents have been summarized and recorded as Official Record 13276A16 and Official Record 13276B15, subsequently re-recorded as Official Record 13283G13 as originally conveyed to the Columbus and Cincinnati Midland Railroad Co. by deed of record in Deed Book 184, Page 540 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at an iron pin set in the southeasterly line of said CSX Tract at the intersection of, the northwesterly right-of-way line of a 10 foot Alley and the northeasterly right of way line of Grant Avenue, formerly known as Nicholas Street as shown on the plat entitled "Geo Gantz etal. Addition to Grove City" of record in Plat Book 5, Page 116;

Thence North 55° 46' 41" West, across said CSX Tract, with the northeasterly right-of-way line of a Grant Avenue, a distance of 21.99 feet to an iron pin set at a point on a curve on the southerly corner of Reserve "A" of said "Geo H. Gantz Etal. Addition to Grove City";

Thence with the northwesterly line of said CSX Tract, the southeasterly lines of said Reserve "A", and the southeasterly line of the 0.215 acre tract conveyed Mark A. Haughn and Colleen D. Haughn by deed of record in Instrument Number 201506090076493, with the arc of a curve to the right, having a central angle of 11° 30' 20", a radius of 500.51 feet, an arc length of 100.51 feet, a chord bearing of North 63° 59' 33" East and chord distance of 100.34 feet to an iron pin set at a common corner of said 0.219 acre tract and the remainder of that tract conveyed to City of Grove City, Ohio by deed of record in Instrument Number 201501210008389;

Thence South 55° 51' 52" East, across said CSX Tract, a distance of 24.87 feet to an iron pin set in the northwesterly right of way line of said 10 foot Alley;

Thence with the southeasterly line of said CSX Tract and the northwesterly right of way line of said 10 foot Alley, with the arc of a curve to the left, having a central angle of 12° 09' 55", a radius of 480.51 feet, an arc length of 102.02 feet, a chord bearing of South 65° 23' 22" West, and a chord distance of 101.83 feet to the POINT OF BEGINNING, and containing 0.046 acre of land, more or less,

The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the southerly right-of-way line of Mill Street, having a bearing of South 55° 51' 52" East, is designated the "basis of bearing" for this survey.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

This description was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in May 2002, June 2010, October 2013, October 2014 and November 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:td
0_046 ac 20160121-VS-BNDY-06.doc

Split
0.046 acre
04704
(0405)
750

23174-18



Scott, McWhorter, Harkness & Thorpe, Inc.
Engineers • Surveyors • Planners • Architects
5500 New Albany Road, Columbus, OH 43204
Phone: 614.773.4500 • Fax: 614.773.3446
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY SURVEY NO. 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 17, 2018

Scale: 1" = 20'

Job No: 2018-0121

*SUCCESSOR BY MERGER, WHOSE MERGER DOCUMENTS HAVE BEEN SUMMARIZED AND RECORDED AS OFFICIAL RECORD 13276 A16 AND OFFICIAL RECORD 13278 B15, SUBSEQUENTLY RECORDED AS OFFICIAL RECORD 3283 G13, ORIGINALLY CONVEYED TO THE COLUMBUS AND CINCINNATI MIDLAND RAILROAD CO.
D.B. 184, P. 540

BASIS OF BEARINGS:

The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the southerly right-of-way line of Mill Street, having a bearing of South 55° 51' 52" East, is designated the "basis of bearing" for this survey.

SURVEY NOTE:

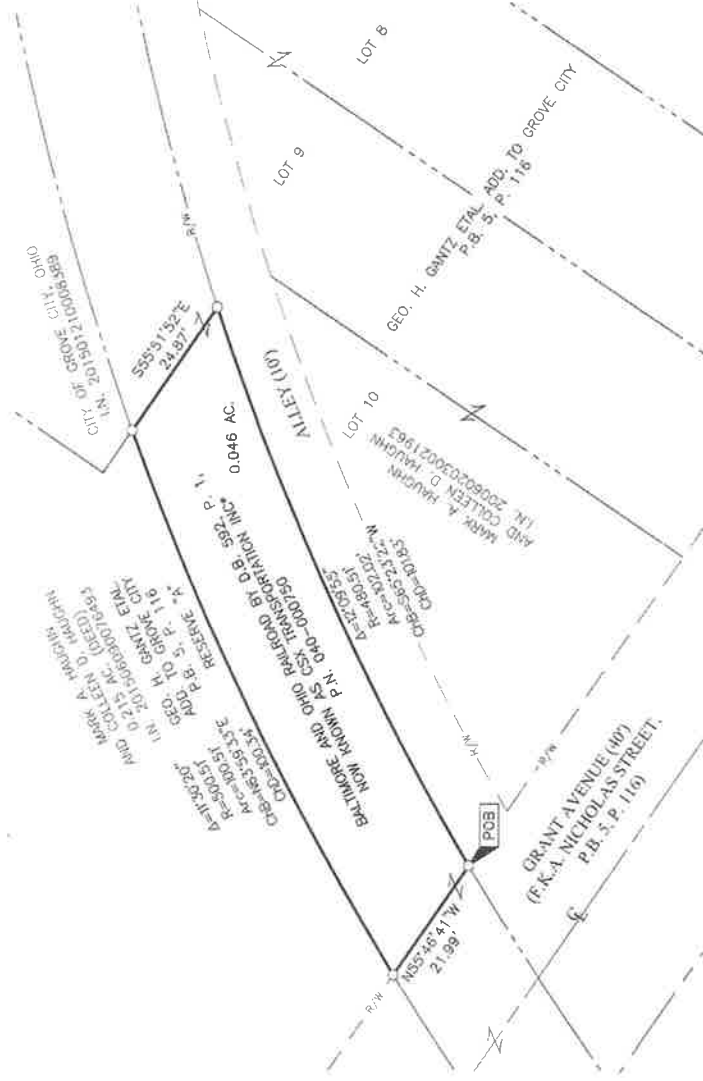
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in May 2002, June 2010, October 2013, October 2014 and November 2016.

- = STONE FND.
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- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.
- △ = R.R. SPK. SET
- = P.K. NAIL FND.

I.P. Set are 13/16" I.D. iron pipes
30" long with cap inscribed EMHT INC.



GRAPHIC SCALE (in feet)



By Joshua M. Meyer Date 4-17-2018
Professional Surveyor No. 8485

0.020 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey No. 1388, being out of the tract conveyed to Baltimore and Ohio Railroad by deed of record in Deed Book 592, Page 1, now known as CSX Transportation Inc. successor by merger, whose documents have been summarized and recorded as Official Record 13276A16 and Official Record 13276B15, subsequently re-recorded as Official Record 13283G13 as originally conveyed to the Columbus and Cincinnati Midland Railroad Co. by deed of record in Deed Book 184, Page 540 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at an iron pin set in the southeasterly line of said CSX Tract at the intersection of the northwesterly right-of-way line of said 10 foot Alley and the northeasterly right of way line of Grant Avenue, formerly known as Nicholas Street as shown on the plat entitled "Geo. H. Gantz et al. Addition to Grove City" of record in Plat Book 5, Page 116:

Thence with the southwesterly line of said CSX Tract and across said Grant Avenue, with the arc of a curve to the left, having a central angle of $05^{\circ} 09' 52''$, a radius of 480.51 feet, an arc length of 43.31 feet, a chord bearing of South $56^{\circ} 43' 29''$ West, and a chord distance of 43.30 feet to an iron pin set in the southerly right of way line of said Grant Avenue and in the northwesterly corner of Lot 17 as shown on the Plat of record Geo. H. Gantz et al Addition to Grove City by deed of record in Plat Book 5, Page 116 as conveyed to Richard A. Burket and Vicki L. Burket by deed of record in Instrument Number 199905130121790;

Thence North $55^{\circ} 46' 41''$ West, with the southerly right of way line of said Grant Avenue, across said CSX Tract, a distance of 21.22 feet to an iron pin set in the northwesterly line of said CSX Tract;

Thence with the northwesterly line of CSX Tract and across said Grant Avenue, with the arc of a curve to the right, having a central angle of $04^{\circ} 55' 30''$, a radius of 500.51 feet, an arc length of 43.02 feet, a chord bearing of North $55^{\circ} 46' 39''$ East, and a chord distance of 43.01 feet to an iron pin set in the northerly right of way line of said Grant Avenue;

Thence South $55^{\circ} 46' 41''$ East, across said CSX Tract, with the northerly right of way line of said Grant Avenue, a distance of 21.99 feet to the POINT OF BEGINNING, and containing 0.020 acre of land, more or less.

The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the southerly right-of-way line of Mill Street, having a bearing of South $55^{\circ} 51' 52''$ East, is designated the "basis of bearing" for this survey.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

This description was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in May 2002, June 2010, October 2013, October 2014 and November 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:ld
0_020 ac 20160121-VS-BNDY-07.doc

Split
0.020
0.1404
60407
750

23 Apr 18



SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY SURVEY NO. 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 17, 2018
Scale: 1" = 20'
Job No: 2018-0121

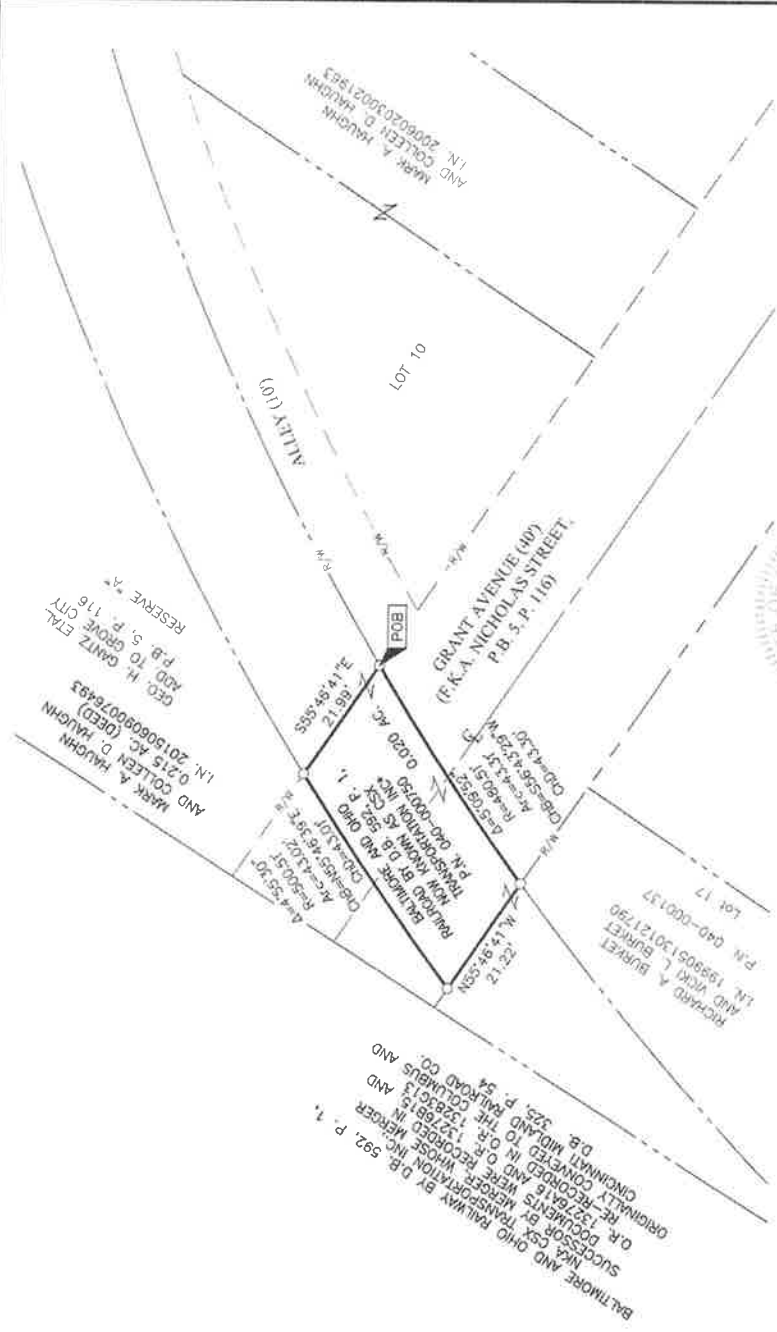
***SUCCESSOR BY MERGER, WHOSE MERGER DOCUMENTS HAVE BEEN SUMMARIZED AND RECORDED AS OFFICIAL RECORD 13276 A16 AND OFFICIAL RECORD 13276 B15, SUBSEQUENTLY RE-RECORDED AS OFFICIAL RECORD 13283 G13. ORIGINALLY CONVEYED TO THE COLUMBUS AND CINCINNATI MIDLAND RAILROAD CO.
D.B. 184, P. 540**

SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in May 2002, June 2010, October 2013, October 2014, and November 2016.

BASIS OF BEARINGS:
The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the southerly right-of-way line of Mill Street, having a bearing of South 55° 51' 52" East, is designated the "basis of bearing" for this survey.

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- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.
- △ = R.R. SPK. SET
- = P.K. NAIL FND.

I.P. Set are 13/16" I.D. iron pipes 30" long with cap inscribed EMHT INC.



By *Joshua M. Meyer*
Joshua M. Meyer
Professional Surveyor No. 8485
Date: 4-17-2018

0.022 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey No. 1388, being out of the tract conveyed to Baltimore and Ohio Railroad by deed of record in Deed Book 592, Page 1, now known as CSX Transportation Inc, successor by merger, whose documents have been summarized and recorded as Official Record 13276A16 and Official Record 13276B15, subsequently re-recorded as Official Record 13283G13 as originally conveyed to the Columbus and Cincinnati Midland Railroad Co. by deed of record in Deed Book 184, Page 540 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at an iron pin set in the southeasterly line of said CSX Tract at the intersection of, the northwesterly right-of-way line of said 10 foot Alley and the northeasterly right of way line of Grant Avenue, formerly known as Nicholas Street as shown on that plat entitled "Geo. H. Gantz et al. Addition to Grove City" of record in Plat Book 5, Page 116;

Thence with the southeasterly line of said CSX Tract and across said Grant Avenue, with the arc of a curve to the left, having a central angle of $05^{\circ} 09' 52''$, a radius of 480.51 feet, an arc length of 43.31 feet, a chord bearing of South $56^{\circ} 43' 29''$ West, and a chord distance of 43.30 feet to an iron pin set in the southerly right of way line of said Grant Avenue and in the northwesterly corner of Lot 17 as shown that plat entitled "Geo. H. Gantz Etal Addition" of record in Plat Book 5, Page 116, as conveyed to Richard A. Burket and Vicki L. Burket by deed of record in Instrument Number 199905130121790, being the TRUE POINT OF BEGINNING;

Thence with the southeasterly line of CSX Tract and with the northwesterly line said Lot 17, with the arc of a curve to the left, having a central angle of $10^{\circ} 44' 07''$, a radius of 480.51 feet, an arc length of 90.03 feet, a chord bearing of South $48^{\circ} 46' 30''$ West, and a chord distance of 89.90 feet to a 1 inch iron pipe found at a common corner thereof;

Thence North $32^{\circ} 38' 48''$ East, with the westerly line of said CSX Tract and with the easterly line of that tract conveyed to Baltimore and Ohio Railway by Deed Book 592, Page 1, now known as CSX Transportation Inc., successor by merger whose merger documents were recorded in Official Record 13276A16 and Official Record 13276B15, and re-recorded in Official Record 13283G13 originally conveyed to the Columbus and Cincinnati Midland Railroad Co. Deed Book 325, Page 54, a distance of 87.05 feet to an iron pin set in the southerly right of way line of said Grant Avenue;

Thence South $55^{\circ} 46' 41''$ East, with the southerly right of way line of said Grant Avenue and across said CSX Tract, a distance of 24.98 feet to the TRUE POINT OF BEGINNING, and containing 0.022 acre of land, more or less.

The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the southerly right-of-way line of Mill Street, having a bearing of South $55^{\circ} 51' 52''$ East, is designated the "basis of bearing" for this survey.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

This description was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in May 2002, June 2010, October 2013, October 2014 and November 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

Date

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split
0.022 acre
out
(0+0)
750

415
23 Apr 13

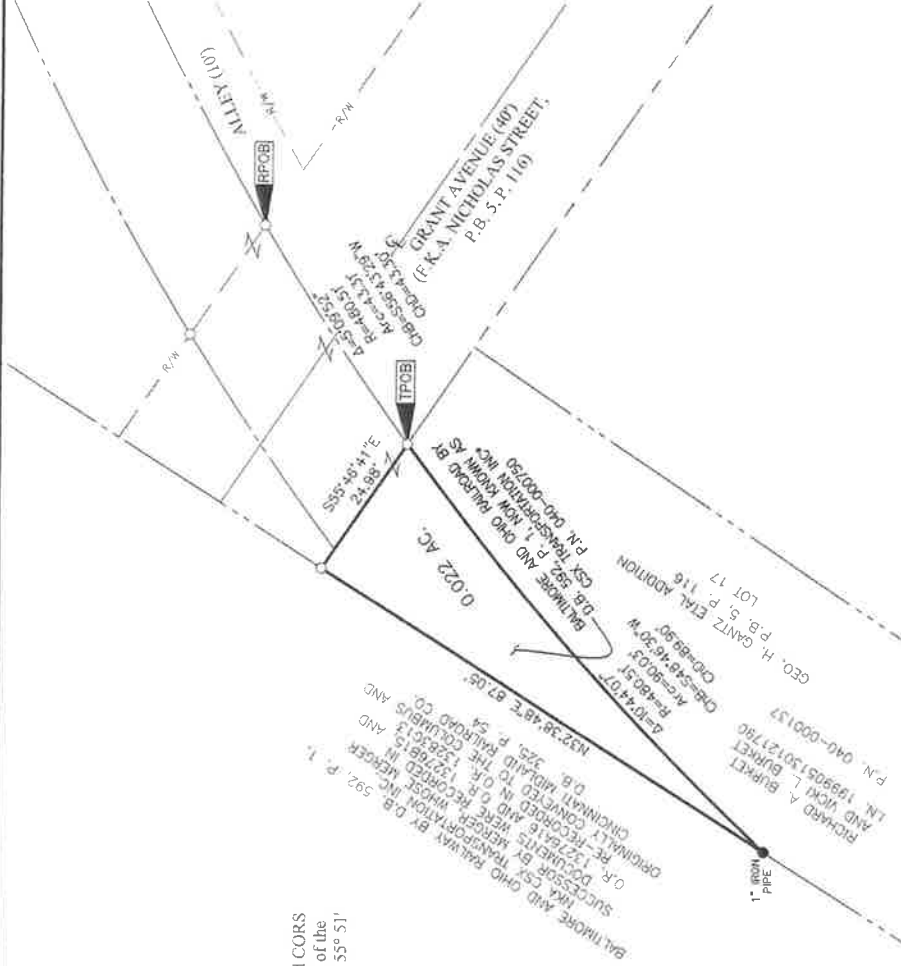


CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Job No: 2016-0121

GRAPHIC SCALE (in feet)

A horizontal graphic scale bar with alternating black and white segments. It is marked with '0', '20', and '40' at the top, indicating distances in feet.



By Joshua M. Meyer Date 4-17-2019
Professional Surveyor No. 8485

CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO ROADWAY IMPROVEMENT FOR COLUMBUS STREET EXTENSION 2018

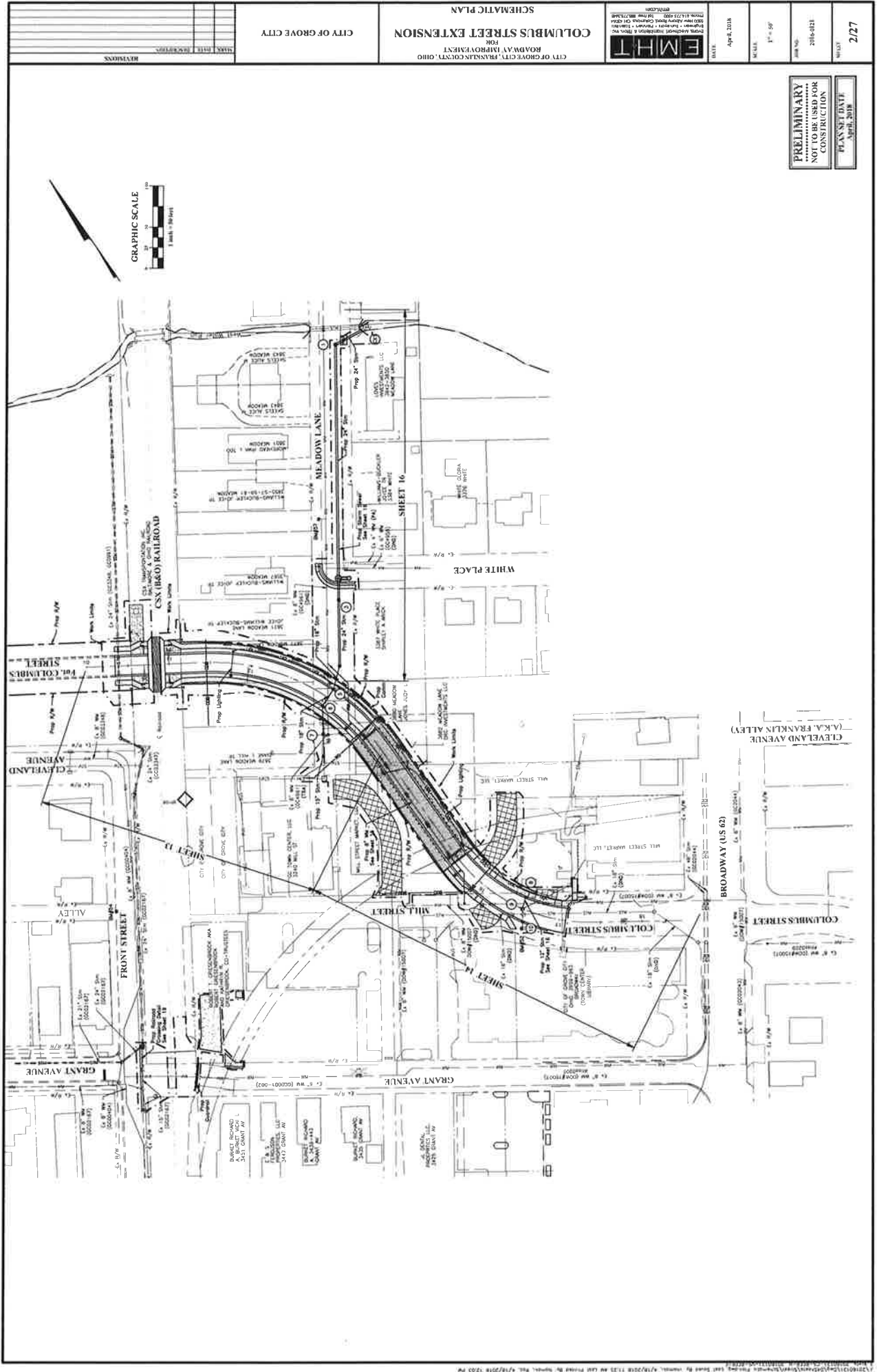
SHEET INDEX

1	The sheet
2	Schematic Plan
3-5	General Notes
6-7	Details
8	Typical Section
9	Summary of Quantities and Legend
10-11	Construction Details
12	Plan and Profile
13-14	Stationing and Elevation
15	Storm Sewer Plan and Profile
16	Storm Sewer Profile
17-18	Drainage Details
19	Related Crossing Details
20-21	Construction Details
22	Section and Elevation
23	Section and Elevation
24	Lighting Plan
25	Lighting Details
26-27	Traffic Control

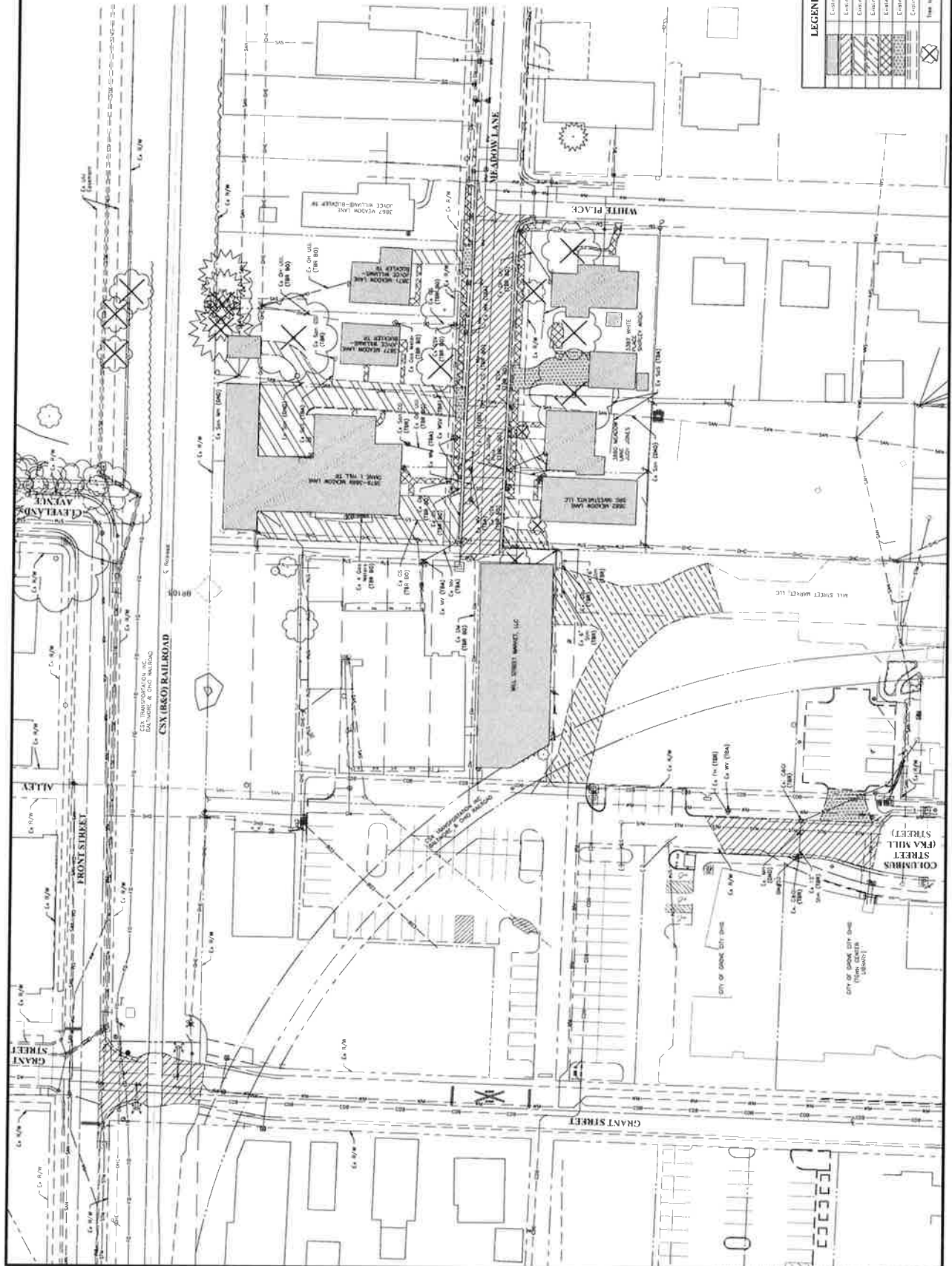
STANDARD CONSTRUCTION DRAWINGS

The Standard Construction Drawings listed on these sheets are to be used in accordance with the following:

CITY OF GROVE CITY, OHIO	
C-00-1	C-00-27
C-00-3	C-00-34
C-00-4	C-00-41A
C-00-8	C-00-48
C-00-11	C-00-42
C-00-12	C-00-50A
C-00-13	C-00-50B
C-00-17	C-00-50C
C-00-18	C-00-50D
C-00-19	C-00-50E
C-00-20	C-00-50F
C-00-28	C-00-50G
C-00-29	C-00-50H
C-00-30	C-00-50I
C-00-31	C-00-50J
C-00-32	C-00-50K
C-00-33	C-00-50L
C-00-34	C-00-50M
C-00-35	C-00-50N
C-00-36	C-00-50O
C-00-37	C-00-50P
C-00-38	C-00-50Q
C-00-39	C-00-50R
C-00-40	C-00-50S
C-00-41	C-00-50T
C-00-42	C-00-50U
C-00-43	C-00-50V
C-00-44	C-00-50W
C-00-45	C-00-50X
C-00-46	C-00-50Y
C-00-47	C-00-50Z
C-00-48	C-00-50AA
C-00-49	C-00-50AB
C-00-50	C-00-50AC
C-00-51	C-00-50AD
C-00-52	C-00-50AE
C-00-53	C-00-50AF
C-00-54	C-00-50AG
C-00-55	C-00-50AH
C-00-56	C-00-50AI
C-00-57	C-00-50AJ
C-00-58	C-00-50AK
C-00-59	C-00-50AL
C-00-60	C-00-50AM
C-00-61	C-00-50AN
C-00-62	C-00-50AO
C-00-63	C-00-50AP
C-00-64	C-00-50AQ
C-00-65	C-00-50AR
C-00-66	C-00-50AS
C-00-67	C-00-50AT
C-00-68	C-00-50AU
C-00-69	C-00-50AV
C-00-70	C-00-50AW
C-00-71	C-00-50AX
C-00-72	C-00-50AY
C-00-73	C-00-50AZ
C-00-74	C-00-50BA
C-00-75	C-00-50BB
C-00-76	C-00-50BC
C-00-77	C-00-50BD
C-00-78	C-00-50BE
C-00-79	C-00-50BF
C-00-80	C-00-50BG
C-00-81	C-00-50BH
C-00-82	C-00-50BI
C-00-83	C-00-50BJ
C-00-84	C-00-50BK
C-00-85	C-00-50BL
C-00-86	C-00-50BM
C-00-87	C-00-50BN
C-00-88	C-00-50BO
C-00-89	C-00-50BP
C-00-90	C-00-50BQ
C-00-91	C-00-50BR
C-00-92	C-00-50BS
C-00-93	C-00-50BT
C-00-94	C-00-50BU
C-00-95	C-00-50BV
C-00-96	C-00-50BW
C-00-97	C-00-50BX
C-00-98	C-00-50BY
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C-01-00	C-00-50CA
C-01-01	C-00-50CB
C-01-02	C-00-50CC
C-01-03	C-00-50CD
C-01-04	C-00-50CE
C-01-05	C-00-50CF
C-01-06	C-00-50CG
C-01-07	C-00-50CH
C-01-08	C-00-50CI
C-01-09	C-00-50CJ
C-01-10	C-00-50CK
C-01-11	C-00-50CL
C-01-12	C-00-50CM
C-01-13	C-00-50CN
C-01-14	C-00-50CO
C-01-15	C-00-50CP
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C-01-38	C-00-50DM
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C-01-41	C-00-50DP
C-01-42	C-00-50DQ
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C-02-47	C-00-50HR
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C-04-18	C-00-50LF
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C-04-33	C-00-50LU
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C-05-12	C-00-50NI
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C-05-34	C-00-50OE
C-05-35	C-00-50OF
C-05-36	C-00-50OG
C-05-37	C-00-50OH
C-05-38	C-00-50OI
C-05-39	C-00-50OJ
C-05-40	C-00-50OK
C-05-41	C-00-50OL
C-05-42	C-00-50OM
C-05-43	C-00-50ON
C-05-44	C-00-50OO
C-05-45	C-00-50OP
C-05-46	C-00-50OQ
C-05-47	C-00-50OR
C-05-48	C-00-50OS
C-05-49	C-00-50OT
C-05-50	C-00-50OU
C-05-51	C-00-50OV
C-05-52	C-00-



- Class "C" concrete may be utilized when machine placing is considered as an alternative to hand placing. Curbs with thicknesses small to Class "C".
1. All exposed concrete surfaces shall receive 2 coats of an approved cure and seal compound.
- See the Project in **SECTION 02200 - Concrete**



LEGEND - PROPOSED

	Existing Building to be Demolished
	Existing Road to be Retained
	Existing Road to be Removed
	Existing Structure to be Retained
	Existing Structure to be Removed
	Existing Utility/Force & Main to be Retained
	Existing Utility/Force & Main to be Removed

PRELIMINARY
NOT TO BE USED FOR
CONSTRUCTION

PLAN SET DATE
April 2018

EMHT
ENGINEERING & ARCHITECTURE
10700 W. 12th Ave., Suite 100
Denver, CO 80202
Tel: 303.733.1000
Fax: 303.733.1001

CITY OF GROVE CITY, OHIO
ROADWAY IMPROVEMENT
COLUMBUS STREET EXTENSION
DEMOLITION PLAN & TREE REMOVAL

CITY OF GROVE CITY

12/27

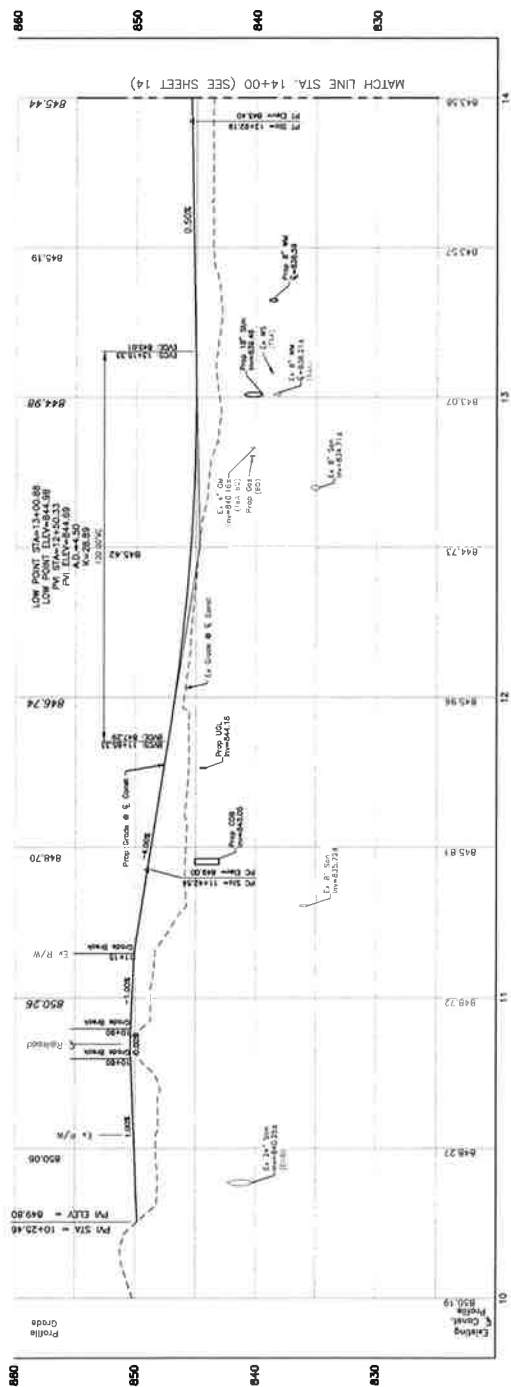
WORK SHEET INFORMATION

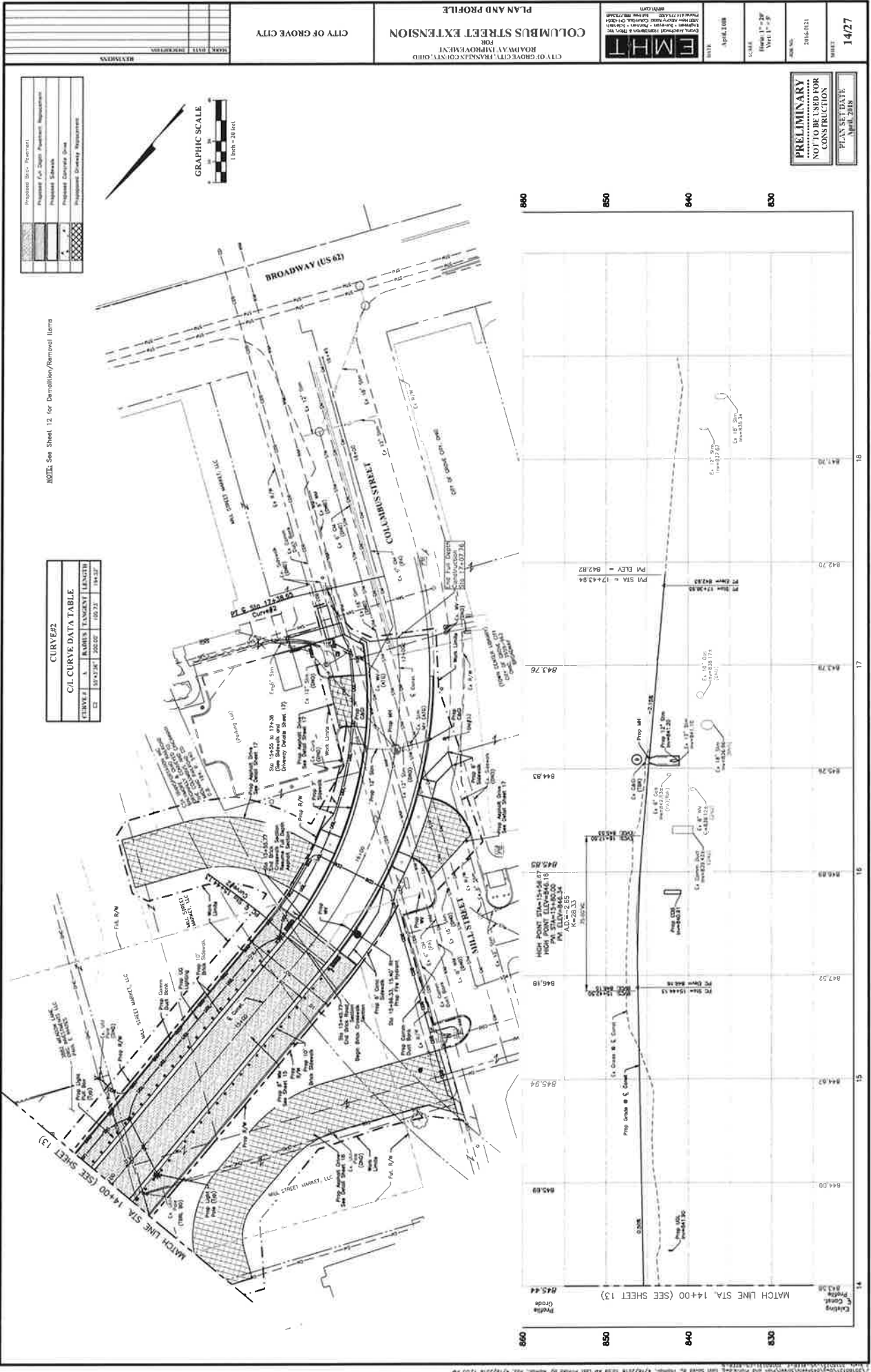
PRELIMINARY

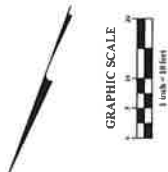
	Proposed Brick Pavement
	Proposed Full Depth Pavement Replacement
	Proposed Gravel
	Proposed Concrete Drive
	Proposed Driveway Replacement



NOTE: See Sheet 12 for Demolition/Removal Items







PROPOSED CURVE TABLE				
CURVE NO	DELTA	TANGENT	RADIUS	LENGTH
C2	42°37'36"	25.53	43.00'	47.58'
C4	51°08'11"	7.83	19.00'	12.34'
C5	34°22'40"	14.26	33.00'	25.93'

NOTE: See Sheet 12 for Demolition/Removal Items

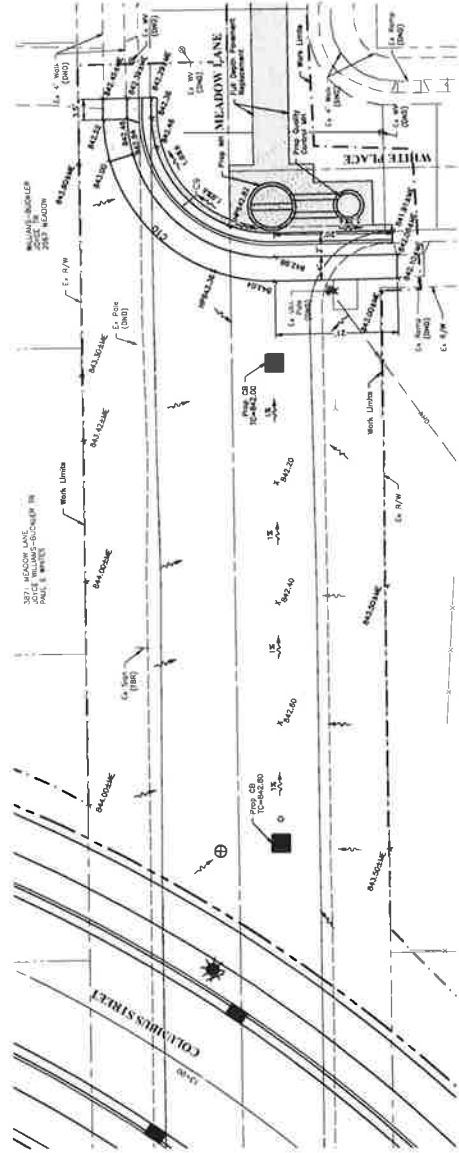
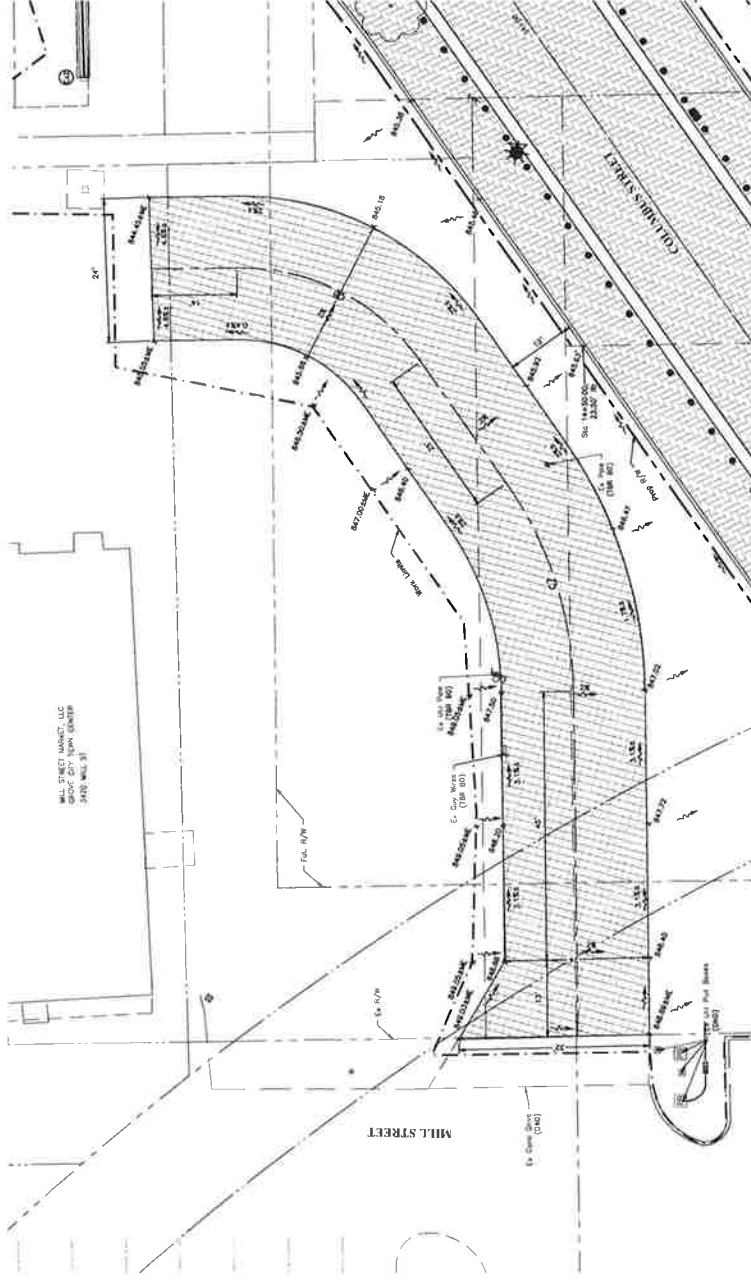
	Repeating Block Pattern
	Repeating Full Depth Pattern
	Repeating Diamond
	Repeating Circular
	Repeating Square
	Repeating Cross
	Repeating Star
	Repeating Triangle
	Repeating Hexagon
	Repeating Octagon
	Repeating Circle
	Repeating Square
	Repeating Diamond
	Repeating Cross
	Repeating Star
	Repeating Triangle
	Repeating Hexagon
	Repeating Octagon
	Repeating Circle
	Repeating Square
	Repeating Diamond
	Repeating Cross
	Repeating Star
	Repeating Triangle
	Repeating Hexagon
	Repeating Octagon
	Repeating Circle
	Repeating Square
	Repeating Diamond
	Repeating Cross
	Repeating Star
	Repeating Triangle
	Repeating Hexagon
	Repeating Octagon
	Repeating Circle
	Repeating Square
	Repeating Diamond
	Repeating Cross
	Repeating Star
	Repeating Triangle
	Repeating Hexagon
	Repeating Octagon
	Repeating Circle
	Repeating Square
	Repeating Diamond
	Repeating Cross
	Repeating Star
	Repeating Triangle
	Repeating Hexagon
	Repeating Octagon
	Repeating Circle
	Repeating Square
	Repeating Diamond
	Repeating Cross
	Repeating Star
	Repeating Triangle
	Repeating Hexagon
	Repeating Octagon
	Repeating Circle
	Repeating Square
	Repeating Diamond
	Repeating Cross
	Repeating Star
	Repeating Triangle
	Repeating Hexagon
	Repeating Octagon
	Repeating Circle
	Repeating Square
	Repeating Diamond
	Repeating Cross
	Repeating Star
	Repeating Triangle
	Repeating Hexagon
	Repeating Octagon
	Repeating Circle
	Repeating Square
	Repeating Diamond
	Repeating Cross
	Repeating Star
	Repeating Triangle

PROPOSED CURVE TABLE				
CURVE NO	DELTA	TANGENT	RADIUS	LENGTH
C-7	34°16'34"	18.32'	82.00'	31.00'
C-8	60°45'20"	18.18'	52.00'	30.88'

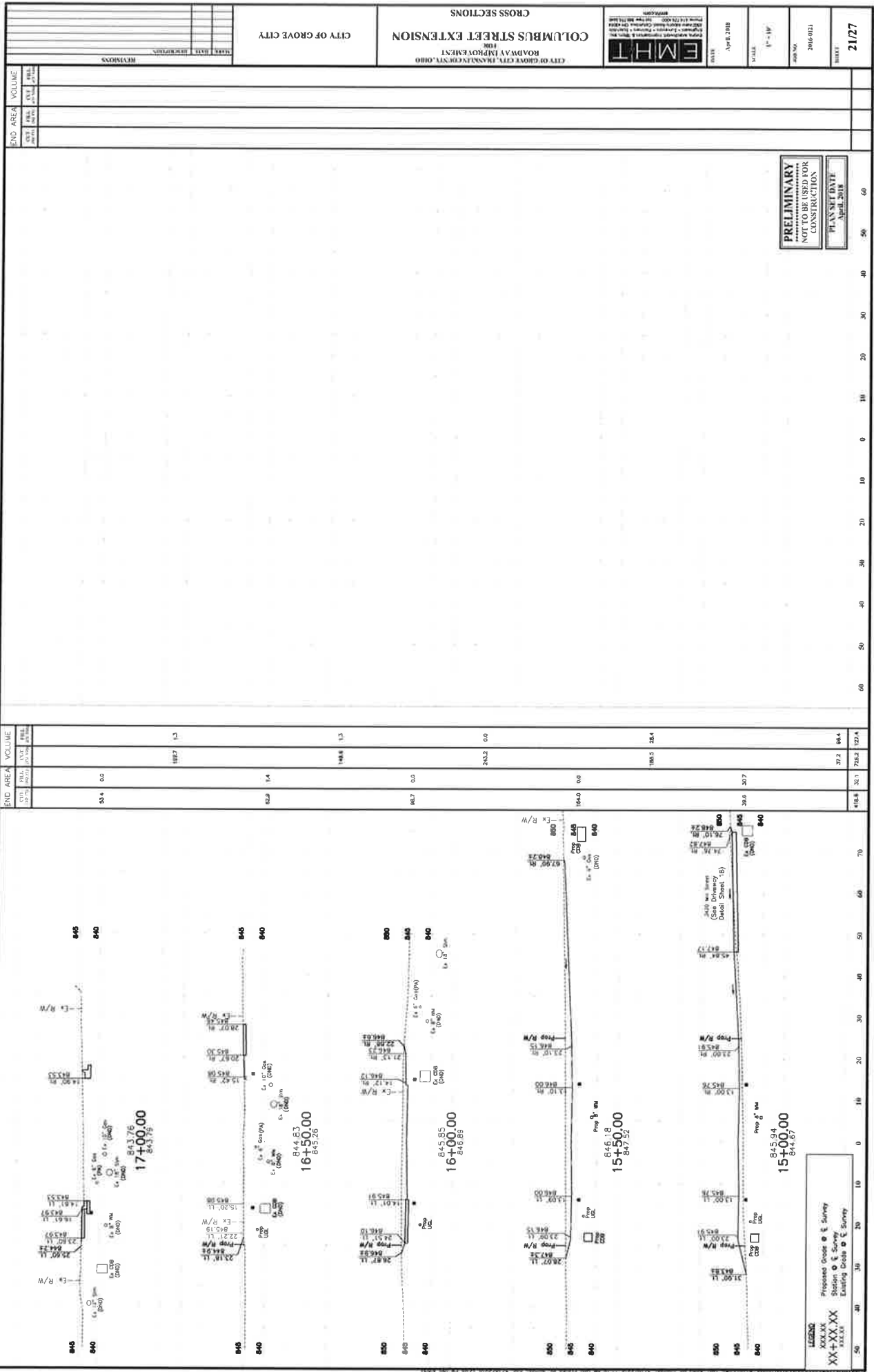
	Proposed Work Program
	Proposed Full-Cost Program, Replacement
	Proposed Upgrade
	Proposed Sample Zone
	Proposed Drilling Program
	Indicates Parental Sites unless Note Otherwise
32X 33	
34X 35	
36X 37	
38X 39	
40X 41	
42X 43	
44X 45	
46X 47	
48X 49	
50X 51	
52X 53	
54X 55	
56X 57	
58X 59	
60X 61	
62X 63	
64X 65	
66X 67	
68X 69	
70X 71	
72X 73	
74X 75	
76X 77	
78X 79	
80X 81	
82X 83	
84X 85	
86X 87	
88X 89	
90X 91	
92X 93	
94X 95	
96X 97	
98X 99	
100X 101	
102X 103	
104X 105	
106X 107	
108X 109	
110X 111	
112X 113	
114X 115	
116X 117	
118X 119	
120X 121	
122X 123	
124X 125	
126X 127	
128X 129	
130X 131	
132X 133	
134X 135	
136X 137	
138X 139	
140X 141	
142X 143	
144X 145	
146X 147	
148X 149	
150X 151	
152X 153	
154X 155	
156X 157	
158X 159	
160X 161	
162X 163	
164X 165	
166X 167	
168X 169	
170X 171	
172X 173	
174X 175	
176X 177	
178X 179	
180X 181	
182X 183	
184X 185	
186X 187	
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192X 193	
194X 195	
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202X 203	
204X 205	
206X 207	
208X 209	
210X 211	
212X 213	
214X 215	
216X 217	
218X 219	
220X 221	
222X 223	
224X 225	
226X 227	
228X 229	
230X 231	
232X 233	
234X 235	
236X 237	
238X 239	
240X 241	
242X 243	
244X 245	
246X 247	
248X 249	
250X 251	
252X 253	
254X 255	
256X 257	
258X 259	
260X 261	
262X 263	
264X 265	
266X 267	
268X 269	
270X 271	
272X 273	
274X 275	
276X 277	
278X 279	
280X 281	
282X 283	
284X 285	
286X 287	
288X 289	
290X 291	
292X 293	
294X 295	
296X 297	
298X 299	
300X 301	
302X 303	
304X 305	
306X 307	
308X 309	
310X 311	
312X 313	
314X 315	
316X 317	
318X 319	
320X 321	
322X 323	
324X 325	
326X 327	
328	

PRELIMINARY

NOT TO BE USED FOR
CONSTRUCTION

PLAN SET DATE
April, 2018

NOTE: See Sheet 12 for Demolition/Removal Items



END AREA	VOLUME	CUT	EST.
416.8	32.1	728.2	127.4
39.6	30.7		
108.5	32.4		
245.2	0.0		
68.7	0.0		
62.9	1.4		
53.4	0.0		
112.7	1.3		

END AREA	VOLUME	CUT	EST.
416.8	32.1	728.2	127.4
39.6	30.7		
108.5	32.4		
245.2	0.0		
68.7	0.0		
62.9	1.4		
53.4	0.0		
112.7	1.3		

PRELIMINARY
NOT TO BE USED FOR
CONSTRUCTION
PLAN SET DATE
April 2018

LEGEND
XXXXXX
Station & E. Survey
XX+XX.XX
Station & E. Survey

EMHT
Engineering & Mapping
10000 E. 10th Ave., Suite 100
Denver, CO 80231
Phone: 303.733.4357
Fax: 303.733.4358
www.emht.com

DATE
April 8, 2018

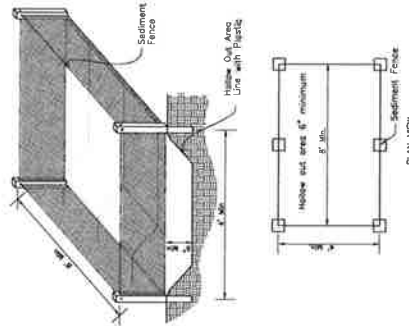
PROJECT
COLUMBUS STREET EXTENSION
ROADWAY IMPROVEMENT
FROM
10000 E. 10th Ave. to
10000 E. 11th Ave.

CITY OF GROVE CITY

CROSS SECTIONS
COLUMBUS STREET EXTENSION
ROADWAY IMPROVEMENT
FROM
10000 E. 10th Ave. to
10000 E. 11th Ave.

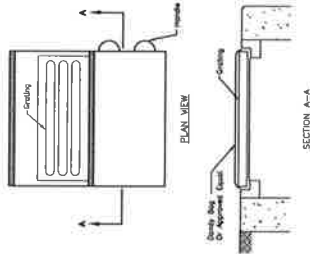
CITY OF GROVE CITY

REVISIONS	DATE	DESCRIPTION



NOTES

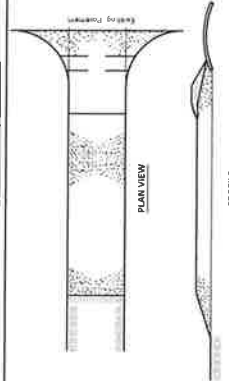
Concrete trucks shall utilize areas to washout trucks. Accumulated concrete shall be removed from the site and disposed of properly. Contractor to locate and remove any specific construction activities on site based upon location of



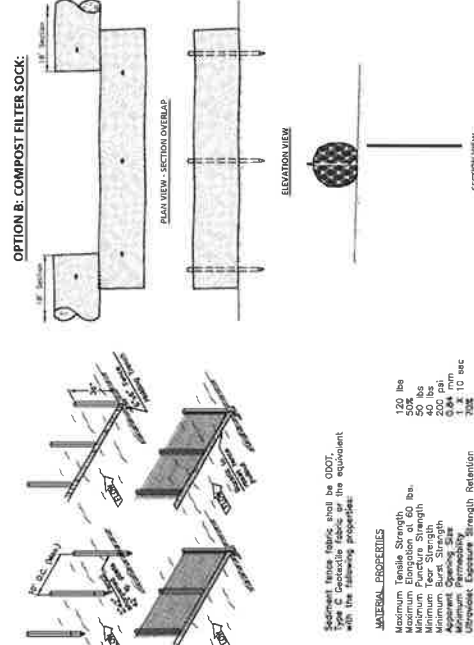
NOTES

INSTALLATION: Stand grille on end. Place Dandy Bag over grille. Flip grille over so that open end is up. Pull up slack. Tuck flap in. Be sure end of grille is completely covered by flap or Dandy Bag will not fit properly. Holding nosecone, carefully place Dandy Bag with grille inserted into Catch Basin frame.

MAINTENANCE: After all has dried, remove it from the surface of Dandy Bag with broom.

[illegible]

LINEAR SEDIMENT BARRIERS DETAIL



Sediment fence fabric shall be ODOT, Type C Geotextile fabric or the equivalent with the following properties:

WATERAL PROPERTIES

NOTE: Compost 11400 sacks may be combined at a 16000 cubic yard site with one 60-cubic yard truck.

ADDITIONAL NOTES:

1. The fabric fabric will be purchased in a continuous roll cut to the length required. The fabric will be spliced together with a splice made with a minimum of 6 ft. joint overlap, and securely sealed.
2. Posts shall be spaced a maximum of 10 feet apart at the barrier location and secure the fabric in the trench (minimum of 12-inches). Wood posts are preferred. The fabric will be secured to the posts with a minimum of 2-inches support fabric, post spacing shall not exceed 8 feet. The fabric will be secured to the posts with a minimum of 2-inches support fabric, post spacing shall not exceed 8 feet.
3. A trench shall be excavated approximately 6-inches wide and 8-inches deep along the line of the posts and upslope from the barrier.
4. When standard strength fiber fabric is used, it was a mesh support fence that will extend along the trench a minimum of 4-inches and shall not be secured to the posts with a minimum of 2-inches support fabric. The mesh shall extend along the trench a minimum of 4-inches and shall not be secured to the posts with a minimum of 2-inches support fabric. The mesh shall extend along the trench a minimum of 4-inches and shall not be secured to the posts with a minimum of 2-inches support fabric.
5. The trench shall be excavated approximately 6-inches wide and 8-inches deep along the line of the posts and upslope from the barrier.
6. The trench shall be excavated approximately 6-inches wide and 8-inches deep along the line of the posts and upslope from the barrier.
7. The trench shall be excavated approximately 6-inches wide and 8-inches deep along the line of the posts and upslope from the barrier.
8. The trench shall be excavated approximately 6-inches wide and 8-inches deep along the line of the posts and upslope from the barrier.
9. The trench shall be excavated approximately 6-inches wide and 8-inches deep along the line of the posts and upslope from the barrier.
10. The trench shall be excavated approximately 6-inches wide and 8-inches deep along the line of the posts and upslope from the barrier.

MAINTENANCE OF LINER SYSTEM BARRIERS:

Section 04720 - Concrete Barrier

1. The barrier shall be inspected immediately after each use. Any damage to the barrier shall be repaired immediately. The barrier shall be inspected immediately after each use. Any damage to the barrier shall be repaired immediately. The barrier shall be inspected immediately after each use. Any damage to the barrier shall be repaired immediately.

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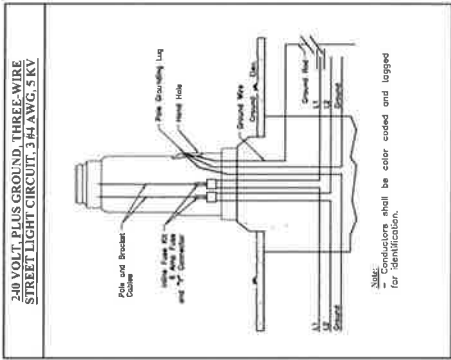
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ITEM NO.		QTY	UNIT	ITEM DESCRIPTION
1	100	1	EA	100
2	200	1	EA	200
3	300	1	EA	300
4	400	1	EA	400
5	500	1	EA	500
6	600	1	EA	600
7	700	1	EA	700
8	800	1	EA	800
9	900	1	EA	900
10	1000	1	EA	1000
11	1100	1	EA	1100
12	1200	1	EA	1200
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14	1400	1	EA	1400
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18	1800	1	EA	1800
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27	2700	1	EA	2700
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33	3300	1	EA	3300
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36	3600	1	EA	3600
37	3700	1	EA	3700
38	3800	1	EA	3800
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72	7200	1	EA	7200
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74	7400	1	EA	7400
75	7500	1	EA	7500
76	7600	1	EA	7600
77	7700	1	EA	7700
78	7800	1	EA	7800
79	7900	1	EA	7900
80	8000	1	EA	8000
81	8100	1	EA	8100
82	8200	1	EA	8200
83	8300	1	EA	8300





Date: 04/30/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Stage
Sponsor: Mr. Schottke
Emergency: 30 Days:
Current Expense:

No.: C-18-19
1st Reading: 05/06/19
Public Notice: 05/07/19
2nd Reading: 05/20/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-18-19

AN ORDINANCE TO APPROPRIATE \$140,000.00 FROM THE GENERAL FUND FOR CURRENT EXPENSE OF A SIDEWALK PROGRAM

WHEREAS, the need for sidewalk repairs in Grove City has been identified; and

WHEREAS, Grove City has successfully completed six (6) annual sidewalk programs replacing over 170,000 square feet of sidewalk resulting in a more vibrant and walkable community; and

WHEREAS, the 2019 Budget includes \$200,000.00 to fund the 7th year of Grove City's 50% matching Sidewalk Program; and

WHEREAS, estimates of the Sidewalk Program have been prepared and additional funding of \$140,000.00 is necessary to continue the safe pedestrian corridor to connect public schools and parks.

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

SECTION 1. There is hereby appropriated \$140,000.00 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund and appropriated to account number 305000.603176 for the 2019 Sidewalk Program.

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

Date: 04/30/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Rauch
Approved: Ms. Houk
Emergency: 30 Days: X
Current Expense:

No.: C-19-19
1st Reading: 05/06/19
Public Notice: 05/07/19
2nd Reading: 05/20/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-19-19

AN ORDINANCE TO AUTHORIZE AN AGREEMENT WITH THE CENTRAL OHIO TRANSIT AUTHORITY AND APPROPRIATE \$180,000.00 FROM THE GENERAL FUND FOR ON-DEMAND MICRO-TRANSIT SERVICES

WHEREAS, the Central Ohio Transit Authority ("COTA") is implementing a pilot project to provide on-demand micro-transit service ("Project") in and within the City commencing in the Summer 2019; and

WHEREAS, this Project will provide "last-mile" connection for workers and businesses located in the City; and

WHEREAS, the City is partnering with COTA on this Project.

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

SECTION 1. Council hereby authorizes the Agreement with the Central Ohio Transit Authority as set forth in Exhibit "A."

SECTION 2. There is hereby appropriated \$180,000.00 from the unappropriated monies of the General Fund to amount number 100120.551300 for the Current Expense of providing on-demand micro-transit service.

SECTION 3. 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

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

C-19-19
Exhibit A

CONTRIBUTION & COOPERATION AGREEMENT

PREAMBLE

The CENTRAL OHIO TRANSIT AUTHORITY, an Ohio regional transit authority with principal offices located at 33 North High Street, Columbus, Ohio 43215 (defined as "**COTA**"), and the CITY OF GROVE CITY, an Ohio municipal corporation with principal offices located at 4035 Broadway, Grove City, Ohio 43123 (defined as "**GROVE CITY**"; COTA & Grove City defined, collectively, as "**PARTIES**"), agree to enter into this Contribution and Cooperation Agreement (defined as "**AGREEMENT**") effective the date last executed by either party.

RECITALS

A. COTA is implementing a one (1) year pilot project to provide on-demand micro-transit service in and within the vicinity of Grove City commencing in the Summer 2019 (defined, collectively, as "**PUBLIC PROJECT**");

B. The Parties entered into a Memorandum of Understanding dated March 15, 2019 (defined as "**MOU**"), outlining the Parties' financial responsibilities to cooperatively fund the Public Project's operation, and this Agreement is the subsequent, formal funding arrangement and project cooperation between the Parties pursuant to Section G of the MOU;

C. The Parties recognize the Public Project's public benefits for both the Parties and the citizens and businesses in the vicinity of Grove City, and the Parties agree it is in their best interests to jointly fund the Public Project and appropriately cooperate to ensure its success;

D. The Parties intend for this Agreement to be the only written agreement between the Parties relating to the Parties' funding of the Public Project, and all prior oral or written agreements, including but not limited to the MOU, between the Parties relating to the Parties' funding of the Public Project are deemed null, void, and terminated; &

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

TERMS & CONDITIONS

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

2. **TERM.** This Agreement is effective on the date of execution of the party last executing this Agreement and will terminate one (1) year after the commencement of the Public Project.

3. **CONSIDERATION.**

3.1. **PUBLIC PROJECT.** In consideration of Grove City's promises set forth in this Agreement, COTA agrees to implement, operate, and manage the Public Project. COTA agrees to operate the Public Project in Zone 1 described in the two (2) page exhibit, **EXHIBIT-A**, which is fully incorporated into this Agreement for reference as if rewritten. The Parties are permitted to work in good faith to increase the Public Project's operations above-and-beyond the parameters and scope of Zone 1 into any other locations otherwise agreed between the Parties (*e.g.*, Zone 2, *etc.*). COTA agrees to comply with all federal, state, and local laws, regulations, and rules regarding its implementation, management, and operation of the Public Project.

3.2. **CONTRIBUTION.** Parties acknowledge the Public Project's estimated annual operating costs is approximately **Three Hundred-sixty Thousand and 00/100 U.S. Dollars (\$360,000.00)** and may be subject to change. In consideration of COTA annually operating the Public Project, Grove City agrees to financially contribute to COTA fifty percent (50%) of the Public Project's annual gross operating costs of the Public Project. Therefore, Grove City will financially contribute to COTA gross operating costs in an amount not to exceed **One Hundred-eighty Thousand and 00/100 U.S. Dollars (\$180,000.00)** – (defined as "**CONTRIBUTION**"). In the event the Parties agree to increase the Public Project's service or scope increasing operating costs, then Grove City agrees to financially contribute to COTA fifty percent (50%) of any additional operations costs, which will amend and increase the Contribution. Grove City agrees to deposit the Contribution, in monthly increments, and any approved additional payment(s) with COTA within **thirty (30) calendar days** of receipt of invoice.

4. **COOPERATION.**

4.1. **PUBLIC USE.** The Parties agree to dedicate the Public Project and all its associated improvements for public use. The Parties agree if, where, and when appropriate or necessary to cooperate in good faith to ensure successful operations of the Public Project. The Parties agree to meet periodically to review the Public Project's efficiency to ensure (i) optimal operations, and (ii) meeting the needs of the community serviced by the Public Project. The Parties agree to work individually and cooperatively to secure funding for the Public Project to ensure its short and long-term success.

4.2. **REAL ESTATE.** Grove City permits COTA for the duration of the Public Project to access, implement, operate, and manage the Public Project on all public right-of-ways and real estate owned by Grove City that is open to the public. The Parties will work in good faith to allow COTA to access, implement, operate, and manage the Public Project on any real estate owned by Grove City that is not open to the Public.

4.3. **MARKETING & PROMOTION.** Grove City will promote the Public Project to the residences and businesses of Grove City in order to increase the Public Project's success. Grove City will actively support the Public Project by attending meetings as requested by COTA, marketing the Public Project in the course of Grove City's routine business, and accounting for the Public Project with respect to any new projects or developments in Grove City.

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

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

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

CITY OF GROVE CITY

4035 BROADWAY, GROVE CITY, OH 43123

ATTN: DAN HAVENER, ECONOMIC DEVELOPMENT MANAGER

[DHAVENER@GROVECITYOHIO.GOV; (614) 277-3014]

CENTRAL OHIO TRANSIT AUTHORITY

33 N. HIGH ST., COLUMBUS, OH 43215

ATTN: ELLIOTT DOZA, PROJECT MANAGER, SERVICE PLANNING, DEVELOPMENT

[dozaec@cota.com; (614) 308-4402]

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

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

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

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

12. **NON-WAIVER.** The Parties agree that a party's refusal to exercise any rights described in this Agreement does not waive any rights the party possess to enforce the other party's obligations through any rights and remedies a party possesses at law or in equity for the enforcement of the other party's obligations. Accordingly, no waiver of any kind is valid against either party unless (i) reduced to writing, (ii) approved and executed by the party's authorized representatives, and (iii) where necessary approved by the Parties' governing bodies.

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

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

15. **ENTIRE AGREEMENT; MEETING OF THE MINDS.** Parties intend for this Agreement to be the only written agreement between the Parties relating to Grove City's contributions for COTA to operate the Public Project, and all prior or contemporaneous oral or written agreement(s), including but not limited to the MOU, between the Parties relating to Grove City's contributions for operating the Public Project are deemed null, void, and terminated. Parties agree and intend this Agreement contains the entire agreement between the Parties regarding Grove City's contributions to operate the Public Project, and any subsequent agreement(s) made between the Parties agree to not change, modify, or discharge any provision of this Agreement, unless the agreement(s) are (i) subsequent to this Agreement, (ii) in writing, and (iii) approved and executed by the Parties' authorized representatives. Accordingly, Parties agree and expressly represent this Agreement is the true written manifestation of the Parties' mutual accord and intent to represent the Parties' voluntary consent to fund the Public Project's operation.

16. **TIME OF ESSENCE & GOOD FAITH.** Parties agree (i) that **time is of the essence** in this Agreement and strictly construe all provisions described and related to this Agreement, and (ii) to execute and apply **good faith and cooperation** to all provisions described and related to this Agreement.

17. **EXECUTION & AUTHORITY.** Parties agree this Agreement may be executed in one or more counterparts, which each are deemed to be a duplicate original and each part, taken together, are required to constitute a single contract instrument. The signatories to this Agreement represent and warrant possessing legal authority to bind themselves and their respective organizations to all provisions of this Agreement. Furthermore, only original manual signatures or facsimile signatures, which includes both faxes and PDF documents sent by email, shall be valid for purposes of this Agreement and any amendments, waivers, or any notices to be delivered in connection with this Agreement.

18. **ATTACHMENTS.** Parties agree to attach the following items to this Agreement incorporating them to be part of this Agreement as if rewritten:

- 1) **EXHIBIT-A.** Public Project mapping & information.

GROVE CITY'S EXECUTION

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

CITY OF GROVE CITY,
OHIO MUNICIPAL CORPORATION

BY: _____
CHARLES W. BOSO, JR., CITY ADMINISTRATOR
EFFECTIVE DATE: _____

COTA'S EXECUTION

The **CENTRAL OHIO TRANSIT AUTHORITY**, an Ohio regional transit authority, by its duly authorized representative, **JOANNA M. PINKERTON, PRESIDENT/CHIEF EXECUTIVE OFFICER**, pursuant to **BOARD OF TRUSTEES' RESOLUTION NUMBER 2019-**_____, does voluntarily acknowledge this Agreement on behalf of COTA on the effective date below.

CENTRAL OHIO TRANSIT AUTHORITY,
OHIO REGIONAL TRANSIT AUTHORITY

BY: _____
JOANNA M. PINKERTON, PRESIDENT/C.E.O.
EFFECTIVE DATE: _____

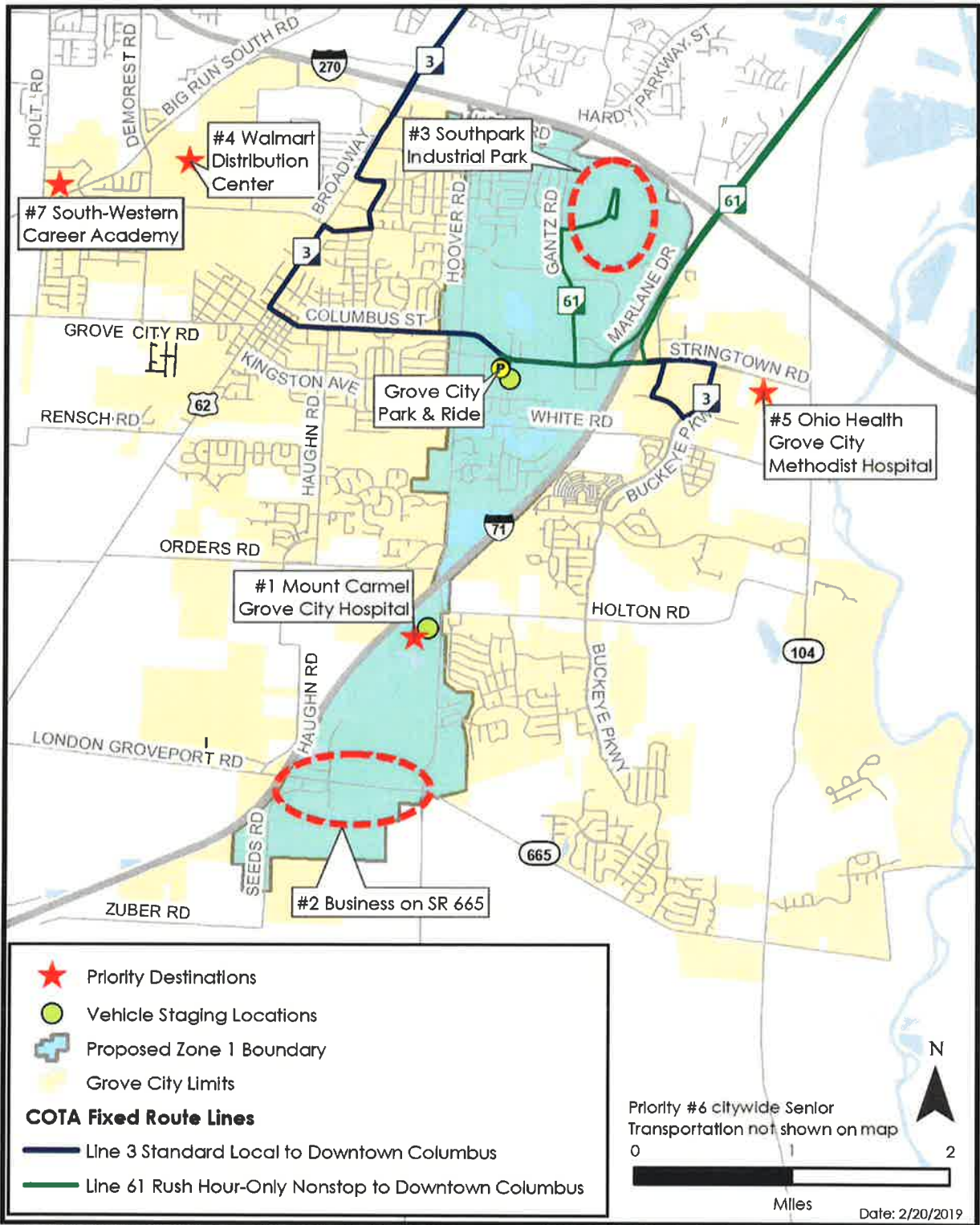
THIS AGREEMENT APPROVED BY:

COTA, LEGAL AFFAIRS

BY: SAM ABDULLAH, SENIOR ASSOCIATE COUNSEL
DATE: MARCH 29, 2019
FOR: DEVELOPMENT (ELLIOTT DOZA)
RE: CONTRIBUTION AGREEMENT – GROVE CITY MICRO-TRANSIT PROJECT

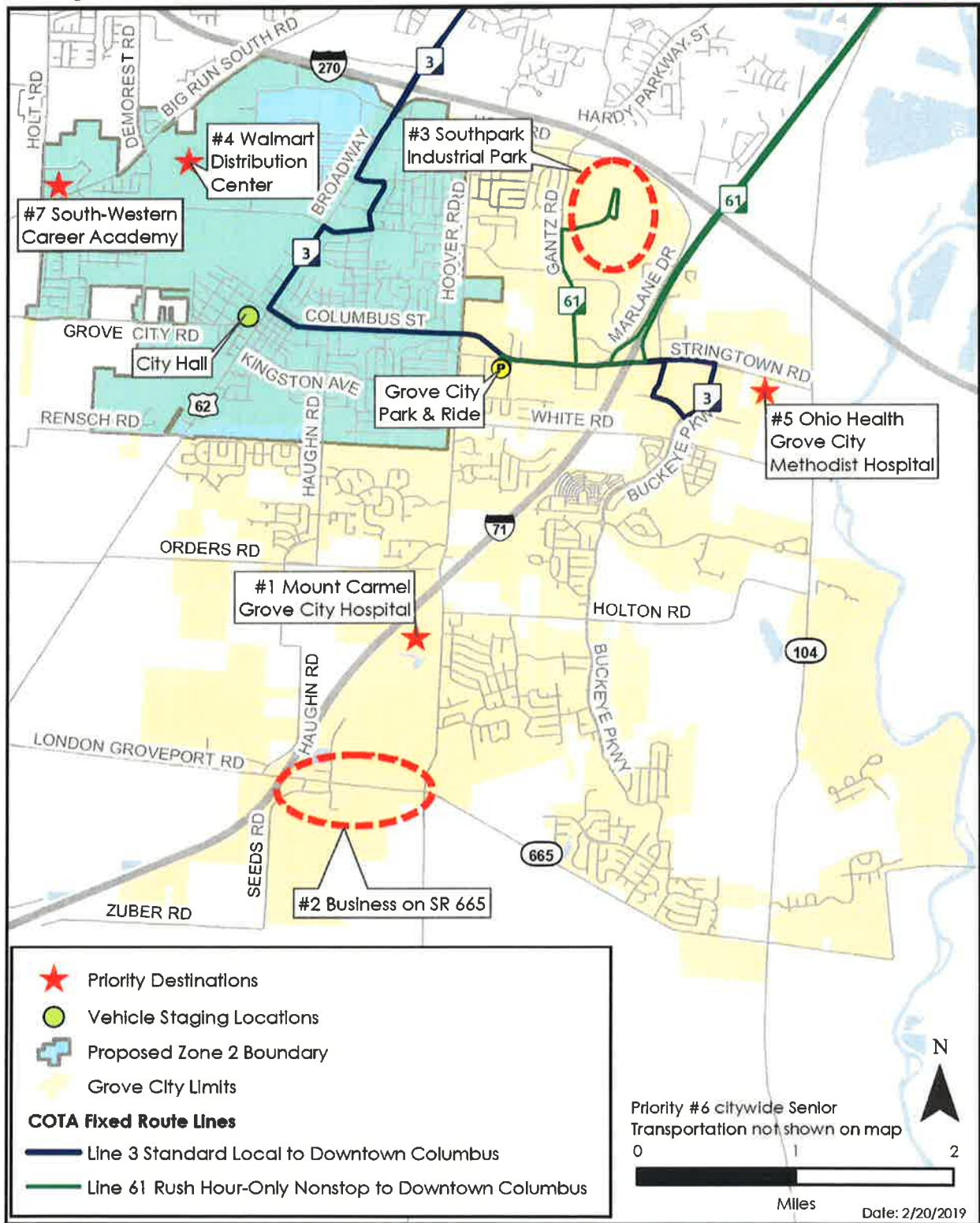
[REMAINDER OF PAGE INTENTIONALLY BLANK; "EXHIBIT-A" BEGINS ON NEXT PAGE]

Proposed Zone 1



Document Path: W:\Capital Projects and Planning\First_Mile_Last_Mile\Zone Analysis\Paper Maps\Grove City Overview\Zone 1.mxd

Proposed Zone 2



Document Path: W:\Capital Projects and Planning\First_Mile_Last_Mile\Zone Analysis\Paper Maps\GroveCityOverviewZone2.mxd

Date: 04/30/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Smith
Sponsor : Ms. Houk
Emergency: 30 Days: X
Current Expense: _____

No.: C-20-19
1st Reading: 05/06/19
Public Notice: 05/07/19
2nd Reading: 05/20/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-20-19

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER
INTO AN AGREEMENT WITH THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES LOCAL 1116, OHIO COUNCIL 8, AFL-CIO

WHEREAS, a new agreement has been negotiated between the City and the American Federation of State, County and Municipal Employees Local 1116, Ohio Council 8, AFL-CIO; and

WHEREAS, the present agreement with AFSCME Local 1116, Ohio Council 8, AFL-CIO expires on at midnight on April 20, 2019; and

WHEREAS, the AFSCME Union ratified the proposed agreement on April 23, 2019.

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

SECTION 1. The City Administrator is hereby authorized to enter into an agreement with the American Federation of State, County and Municipal Employees Local 1116, Ohio Council 8, AFL-CIO. The agreement shall be effective from April 21, 2019 to midnight April 20, 2022.

SECTION 2. 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-20-19



COLLECTIVE BARGAINING AGREEMENT

Between

The City of Grove City

and

Local 1116, Ohio Council 8

American Federation of State, County and Municipal

Employees

AFL-CIO

April 21, 2018 through April 20, 2022

TABLE OF CONTENTS

ARTICLE 1 – AGREEMENT	1
ARTICLE 2-RECOGNITION.....	1
ARTICLE 3-MANAGEMENT RIGHTS	1
ARTICLE 4-PROBATIONARY PERIOD	3
ARTICLE 5-DUES CHECKOFF.....	3
ARTICLE 6-UNION REPRESENTATION	4
ARTICLE 7-LABOR/MANAGEMENT MEETINGS.....	6
ARTICLE 8-NON-DISCRIMINATION	6
ARTICLE 9-DISCIPLINARY PROCEDURE	7
ARTICLE 10-GRIEVANCE AND ARBITRATION PROCEDURE.....	9
ARTICLE 11-STRIKES AND LOCKOUTS	12
ARTICLE 12-SENIORITY.....	12
ARTICLE 13-LATERAL TRANSFERS AND PROMOTION.....	14
ARTICLE 14-LAYOFF AND RECALL	16
ARTICLE 15-WORKDAY/WORKWEEK.....	17
ARTICLE 16-OVERTIME.....	18
ARTICLE 17-LEAVES OF ABSENCE.....	19
ARTICLE 18-SICK LEAVE	23
ARTICLE 19-HOLIDAYS.....	29
ARTICLE 20-VACATION	31
ARTICLE 21-WAGES	32
ARTICLE 22-SAFTY	35
ARTICLE 23-INSURANCE	36
ARTICLE 24-SUBCONTRACTING.....	38
ARTICLE 25-MILEAGE ALLOWANCE	38
ARTICLE 26-MEALS AND LODGING.....	38
ARTICLE 27-WORK RULES.....	38
ARTICLE 28-UNIFORMS (APPAREL, SHOES AND PPE)	39
ARTICLE 29-LONGEVITY.....	39
ARTICLE 30-BULLETIN BOARDS.....	40
ARTICLE 31-WAIVER IN CASE OF EMERGENCY	40
ARTICLE 32-TUITION REIMBURSEMENT	41

ARTICLE 33-SEVERABILITY	42
ARTICLE 34-COMPLETE AGREEMENT CLAUSE.....	43
ARTICLE 35-DURATION	43
ARTICLE 36-CERTAIN CERTIFICATIONS.....	43

ARTICLE 1 – AGREEMENT

This contract is made and entered into this 21st day of April, 2013, between the City of Grove City, hereinafter referred to as the “City”, and Local 1116, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union.”

ARTICLE 2-RECOGNITION

In accordance with certification of the State Employment Relations Board, Case No. 85-RC-04-3363, and all subsequent amendments, the City recognizes the Union as the sole and exclusive collective bargaining agent for wages, hours, terms, and other conditions of employment, for service, clerical, and maintenance employees of Grove City including Account Clerk, Account Specialist, Service Technician, and excluding all sworn Police Officers and Communication Dispatchers in the Police Department, casual and seasonal employees, technical employees, management level employees, confidential employees, and supervisors as defined in Chapter 4117 of the Ohio Revised Code. The term “Member” as used herein shall be interpreted to mean any employee eligible to join the Union, whether they chose to do so or not.

ARTICLE 3-MANAGEMENT RIGHTS

Section 1. Except as specifically limited by the terms and provisions of this Agreement, the City and the City Administrator shall retain all rights, powers, and authorities vested in it prior to the date of this Agreement, regardless of whether such rights have been exercised in the past.

Section 2. The rights, powers, and authorities mentioned in Section 1 above shall include, but shall not be confined to, the following:

A. The right to manage and control the business and operation of the city and to determine all locations for city facilities and equipment, the equipment to be used, the processes, techniques, methods, and means to be used in servicing the city, the right to determine all schedules, schedules of events, assignments of Members, including overtime, and the right to establish and maintain standards of quality and workmanship, to establish, maintain and amend occupational classifications, to establish working rules and regulations, to layoff and recall Members whenever necessary, to determine the size and composition of the work force including the right to relieve Members from duty or to abolish positions.

B. The power to establish rules and regulations governing all Members, the administration of the city, use of city property, attendance at meetings and the compensation and reimbursement of expenses therefore.

C. The authority to manage and direct its Members, to select, hire, rehire, promote, assign, and reassign Members, to maintain discipline and efficiency, discharge Members, and to determine shift schedules.

D. All rights, powers, and authorities granted at any time to the City of Grove City and City Administrator by the laws of the State of Ohio, as well as such rights, powers, and authorities which can reasonably be inferred therefrom except as specifically limited by the terms of this Agreement.

Section 3. Where the rights, powers, and authorities itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein.

ARTICLE 4-PROBATIONARY PERIOD

Newly hired Members are required to successfully complete a 180 day probationary period beginning on the first day for which a Member receives compensation from Grove City. Probationary Members are not subject to the terms of this Agreement and are not covered by the applicable provisions to the extent the Agreement conflicts with, minimizes or affects the City's rights under the probationary period – including but not limited to the rights to terminate, remove, discipline, transfer, promote, demote or any other management action to be taken with or without cause or any appeal.

ARTICLE 5-DUES CHECKOFF

Section 1. The City agrees to deduct the uniform monthly dues from the wages of all Members covered by this Agreement who become or are Union members; provided, however, that such Member shall first have signed a written "Authorization for Payroll Deductions of Union Dues" (copy attached to this Agreement as Appendix A), in accordance with state law and given the authorization to the City for such deduction.

Section 2. Union dues deduction shall be made in each pay period of each month. The total amount of dues deducted will be submitted to the Comptroller of Ohio Council 8 AFSCME, 6800 North High Street, Worthington, Ohio 43085, within ten (10) days following the second pay period in each month, accompanied by a computer printout showing each Member and the amount of dues deducted. The City shall also send a list of Members whose names have been omitted and reasons for omission. It is expressly understood that although dues are to be deducted from each pay, they shall be remitted to the Union only once a month.

Section 3. The Union shall notify the City in writing of any increase in the current dues being deducted in accordance with the Union's Constitution and Bylaws. Such increase of

dues shall be deducted in the second pay period of the month following notification of any increase in dues.

Section 4. Ohio Council 8, AFSCME and Local 1116 herewith agree to indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability or reprisal that may or shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any provision of this Article. Further, it is expressly understood that in no event will the City be expected to comply with the deduction of Union imposed special fines, assessments, initiation fees or other non-uniformly applied charges levied upon members.

Section 5 Union Membership Revocation/Maintenance Membership: Members who are Members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of Union membership does not revoke dues authorization, which may only be revoked as set forth below.

Union Dues Revocation: Any Member who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the Member or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of the Members' dues checkoff authorization cards are available from the Union upon request.

ARTICLE 6-UNION REPRESENTATION

Section 1. Members selected by the Union to act as Union Representatives for the purpose of processing grievances and attending hearings shall be known as "Stewards." The City shall recognize three Stewards, with the President acting as one of the three Stewards.

Stewards shall not process grievances during working hours except in emergency situations. A Steward having an individual grievance in connection with the Steward's own employment may ask for a Union Representative to assist the Steward in adjusting the grievance with the Steward's supervisor.

Section 2. Nonemployee representatives of the Union may enter the premises of any operation of the City upon request to the City Administrator or City Administrator's designee, for the purposes of ascertaining whether or not this contract is being observed and attending meetings at Step Three (3) of the Grievance Procedure. Such visit(s) shall be made by appointment with the City Administrator or City Administrator's designee.

The Union shall furnish the City with a written list of the names of the Union President, Vice President, Recording Secretary, Treasurer, and Stewards, (indicating locations to which each Steward is assigned). Further, the Union shall promptly notify the City in writing of any changes therein.

Section 3. Stewards and Union officers shall adhere to the following procedure in processing grievances and in carrying out all other functions of their offices:

A. Except in emergency situations, all grievances shall be processed outside of working hours. The City Administrator shall have the discretion to permit grievance meetings during work hours in which case there shall be no loss of pay. If such meetings are held outside of working hours, these shall be scheduled by mutual agreement.

B. A Member having a grievance as defined herein shall notify the Member's immediate supervisor and may request the supervisor to call the Member's Steward. If necessary, the supervisor shall make arrangements to have the Steward available when processing the grievance.

C. When it is necessary for a Steward to enter a department (or a section of a department) supervised by a supervisor other than the Steward's own, the Steward shall report first to the supervisor in charge and advise the Steward of the purpose of the Steward being there.

ARTICLE 7-LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, once every six months, if requested by either the Union or the City, the City Administrator shall meet on a mutually agreeable day and time with no more than two (2) Member representatives of the Union and one (1) representatives of AFSCME Ohio Council 8 to discuss those matters addressed in Section 2 of this Article. Additional representatives may attend by mutual, advance agreement.

Section 2. An agenda will be furnished at least seven calendar days in advance of a labor/management meeting by whoever requests such meeting. The purpose of such meeting shall be to:

- A. Discuss administration of this Agreement.
- B. Disseminate general information of interest to the parties.
- C. Discuss ways to increase productivity and improve efficiency.
- D. Discuss other matters mutually agreed to by the parties.

Section 3. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible. Labor/management meetings are not negotiation sessions and cannot alter or amend this Agreement.

ARTICLE 8-NON-DISCRIMINATION

The parties to this contract agree that they shall not discriminate against any person on the basis of race, color, religion, national origin or ancestry, disability, age, sex, union activity, military service or veteran status.

All references to Members in this contract designate both sexes and wherever the male or female gender is used, it shall be understood to include male and/or female Members. The term "Member" shall be defined as a person whose position is included in the bargaining unit except as otherwise provided herein.

ARTICLE 9-DISCIPLINARY PROCEDURE

Section 1. A Member shall have the right to be represented by the Union, if requested by the Member, at any disciplinary meeting where the Member is suspended or dismissed.

Section 2. All written reprimands contained in a Member's personnel file shall be removed from the Member's file after one (1) year if no other reprimands have been received in said year.

All suspensions contained in a Member's personnel file shall be removed from the Member's file after eighteen (18) months if no other suspensions have been received in said eighteen (18) months.

Members shall be suspended or discharged for just cause following such hearing as may be required by law. The City agrees to follow the standard schedule of penalties set forth below relating to minor offenses, only when possible, however, the City shall have the right to determine the appropriate discipline and may take more severe action against Members for more severe offenses.

- A. Oral warning
- B. Written warning
- C. Suspension
- D. Dismissal

A Member may appeal any disciplinary action through the grievance procedure set forth in this contract however; a grievance relating to an oral or written warning may not be taken to arbitration or appealed beyond Step 2 of the Grievance and Arbitration Procedure, Article 10.

Section 3. A Member shall have the right to inspect the Member's own employee personnel record provided ample notification is given to the City. The Member may receive copies of the materials placed in the Member's personnel record, if the Member asks for copies.

Section 4. All Members of the Service Department and Parks Department shall be required to obtain and maintain the appropriate Commercial Driver's License (CDL) as required by law. Members who fail to comply with this Section shall at the sole option of the City to either be terminated, which termination is agreed to be for just cause, or reassigned to another position.

Section 5. The City may perform all necessary drug testing and other requisite inquiries and reporting for those Members required to maintain a CDL per law and Department of Transportation regulations. The City and the Union acknowledge such testing is necessary and have adopted and implemented such a policy addressing these and other issues (copy attached to this Agreement as Appendix B). For purposes of administering the drug testing policy, the term "new hire period" as used in the policy shall be defined as the first 120 days that a Member is required to maintain a CDL as a member of the AFSCME Bargaining Unit.

The City has the right to develop, implement and/or revise any procedures or forms that it determines are necessary to effectively administer the drug testing policy. Like other work rules, the provisions of Article 27 of this Agreement shall apply to this policy.

The City will use reasonable means, determined in its discretion, to keep Member drug testing information and records, such as testing results and referrals, confidential. Information

will be disclosed within the City on a need-to-know basis only. Information will be disclosed outside the City only as needed to carry out this policy or as required by law.

ARTICLE 10-GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The term “grievance” shall mean any dispute between the City, a Member or Union concerning the application or interpretation of this contract. A grievance must be presented under this section within fourteen (14) calendar days from the date the grievant knew or should have known of the event(s) upon which the grievance is based. It is expressly understood that this grievance and arbitration procedure is the sole means of settling disputes between the parties, as to the interpretation or application of any provision of this Agreement.

The time limits provided in this Grievance Procedure shall be strictly adhered to as maximums for each grievance to ensure rapid resolution of problems and issues concerned. Where an aggrieved party fails to adhere to the time limits set forth in this Grievance Procedure, the grievance shall not be entitled to consideration and such grievance or a demand for arbitration shall be forfeited and void. Time limits may be extended only by mutual agreement of all parties concerned.

The written grievance shall state on the grievance form the specific article and section of this contract alleged to have been violated, a brief set of facts and the relief requested and the date the grievance is filed. If deemed necessary by the Union, an accredited nonemployee representative of the Union may be present at any formal step of this procedure.

Section 2. Each grievance shall be processed in the following manner:

Preliminary Step (Optional): A Member having an individual grievance may first attempt to resolve it informally in a meeting with the Member’s immediate supervisor. Such attempt at informal resolution shall be made by the Member-grievant within fourteen (14)

calendar days following the events or circumstances giving rise to the grievance having occurred or were first know by the Member-grievant. Grievances brought to the attention of the supervisor beyond the fourteen (14) calendar day time limit shall not be considered. At this Step, there is no requirement that the grievance be submitted or responded to, in writing, however, a Grievance Representative may accompany the grievant to the meeting with the supervisor should the grievant request the attendance of the Grievance Representative. If the member is not satisfied with the oral response from the immediate supervisor at this Step, the grievant may pursue the formal Steps which follow. Before a grievance is placed in writing pursuant to Step I, such grievance shall be reviewed the Grievance Chair and the appropriate Grievance Representative.

Step I. A Member having a grievance shall present the grievance in writing to the appropriate supervisor within fourteen (14) calendar days from the date the grievant knew or should have known of the event(s) upon which the grievance is based or else the grievance shall be void. The grievance shall be signed by the Member.

The supervisor shall meet with the Member-grievant and the Union Steward within five (5) calendar days after the grievance is submitted in an attempt to resolve the grievance. The supervisor shall submit an answer in writing to the Member-grievant and Union Steward within five (5) calendar days after this meeting.

Step II. If the grievance is not satisfactorily settled at Step I, the grievance may be appealed to the Public Service Director or the Member's appropriate department head within five (5) calendar days after receipt of the Step I answer. The Public Service Director or the appropriate department head shall, within seven (7) calendar days of the receipt of the appeal, meet with the aggrieved Member, the Union President, and any witnesses necessary to arrive at a

resolution. The Public Service Director or the appropriate department head shall render a decision in writing within fourteen (14) calendar days subsequent to such meeting.

Step III. If the grievance is not satisfactorily settled at Step 2, the grievance may be appealed to the City Administrator. Such an appeal must be filed in writing with the City Administrator within seven (7) calendar days of receiving the decision from the Public Service Director or the Member's appropriate department head. The City Administrator may schedule a meeting to meet with the grievant and the grievant's representative prior to rendering any decision. The City Administrator shall have 14 days from the date the grievant is filed with the City Administrator's office to render a decision.

Step IV. If the grievance is not satisfactorily settled at Step III, the Union may, within fourteen (14) calendar days after the receipt of the Step III answer, submit the issue to arbitration by notifying the City in writing of its intent to appeal the grievance to arbitration. The Union will contact the Federal Mediation and Conciliation Service to request a panel of seven (7) arbitrators and the arbitrator shall be chosen by alternatively striking panelists, the first to strike being chosen by the City during odd numbered years and the Union during even numbered years. Each party has the right to strike one panel in its entirety and request a new panel. The fees and expenses of requesting a new panel shall be borne by the party making the request. The fees and expenses of the arbitrator shall be borne equally by the parties.

The arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement raised in the grievance, and shall be without power or authority to make any decision:

- (a) Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws.

- (b) Add to, detract from, alter or modify in any way any provisions of this Agreement.

The written decision of the arbitrator resulting from any arbitration of grievances under this provision shall be binding on the parties.

Section 3: Retaliation. No Member shall be removed, disciplined, harassed or discriminated against because the Member has filed, pursued or assisted in the process of a grievance under the procedure.

ARTICLE 11-STRIKES AND LOCKOUTS

Section 1. The Union agrees that during the life of this Agreement there shall be no strikes, work stoppages, slowdowns, interruptions or delays of work of any nature for any reason whatsoever. The City agrees that it will not lockout Members during the life of this Agreement.

Section 2. In the event of any such actions the Union, on receiving notice thereof, shall immediately make every effort to persuade its Members to refrain from such action, and as soon as possible shall notify the City in writing that the actions of its Members or agents have not been authorized by the Union.

Section 3. The City shall have the right to discipline any Member participating in or responsible for any activity prohibited by the provisions of Section I of this Article up to and including discharge. Nothing in this Article limits the City's other legal remedies in the event of a strike during the term of this Agreement.

ARTICLE 12-SENIORITY

Section 1. Seniority shall be a Member's uninterrupted length of continuous service within the AFSCME Bargaining Unit. After April 20, 2007, any Member entering or re-entering the AFSCME Bargaining Unit will have seniority calculated by using the length of service in the

AFSCME Bargaining Unit. A Member shall have no seniority for the probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 2. Within thirty (30) days after the signing of the Agreement and, if requested by the Union, every six (6) months thereafter the City shall provide the Union with one (1) copy of the current seniority lists. The Union and City may meet whenever necessary to correct any errors. Seniority lists shall be made up by job department and shall contain, in order of seniority, the name, and date of hire of each Member.

Section 3. Seniority shall be broken when a Member:

- A. Quits or resigns;
- B. Is discharged;
- C. Is laid-off for more than a period of twelve (12) consecutive months;
- D. Is absent without leave for three (3) or more workdays unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice is provided;
- E. Fails to report for work when recalled from layoff within ten (10) workdays from the date on which the City sends the Member notice by registered mail (to the Member's last known address as shown on the City's records) unless satisfactory excuse is shown;
- F. Fails to return to work within six (6) months following an absence resulting from illness or injury, work related or otherwise, after the Member has exhausted sick leave and vacation credits; or
- G. Leaves the AFSCME Bargaining Unit.

ARTICLE 13-LATERAL TRANSFERS AND PROMOTION

Section 1. When a job vacancy occurs or if new positions are created within the bargaining unit, a notice shall be posted on the bulletin boards for a period of seven (7) calendar days. Each vacancy notice shall specify the hours, location, rate of pay, department, and job duties for each job vacancy. If a current Member wishes to place a bid on the vacant job, the Member shall do so in writing to the City Administrator during the seven (7) day posting period. The City shall attempt to fill a vacancy from bids submitted by current Members, however, if in the discretion of the City, no current Members are qualified, then the City shall have the right to fill the job vacancy from outside the bargaining unit pursuant to Chapter 155 of the City Code. If, in the discretion of the City, two or more current Members who bid on a vacancy or new position are qualified, then the City has sole discretion to select which Member will fill the vacancy or new position based on a consideration of the Member's seniority, experience, skill set, leadership and overall performance.

Section 2. If a current Member is selected for a job vacancy or new position in accordance with Section 1 of this Article, but fails to adequately perform that position after a 60-day qualifying period, then the Member shall be allowed to return to Member's former position. This section does not impair or affect the ability of the City to return a selected Member to the Member's former position at any time during the 60-day qualifying period.

Section 3. A Member who performs the duties of a temporarily or permanently vacant position shall receive the hourly wage for that position for every hour spent performing the duties of the vacant position. The City retains the sole right to determine whether and when to fill any such vacancy. Only when a Member is specifically selected by the City to perform the duties of the vacant position will the Member receive the hourly wage for performing the duties

of that position. In no circumstance will such a Member receive a decrease in hourly wage for performing the duties of a vacant position.

Section 4. If the City creates a new classification within the departments set forth in Article 14, Layoff and Recall, the City agrees to meet and discuss whether such classification shall be included or excluded from the bargaining unit.

Section 5. Within the Service Technician classification, there shall be created certain specialty-skilled positions to be filled by the City – the positions of “mechanic technician,” “sewer technician,” “electric technician,” and “urban forestry specialist.” All Members selected to fill these positions will receive specialty pay as described in Article 21, Section 5 of this Agreement.

These specialty technician positions are subject to the following qualifications:

A. The City has the sole discretion to select who will fill these positions based on the criteria listed in Section 1 of this Article.

B. If no current Service Technician or Urban Forestry Specialist applies for these positions or, if in the discretion of the City, no current Members are qualified, then the City shall have the right to assign the position to a Member of its choosing or to fill the position from outside the bargaining unit.

C. An annual reassessment of these positions may be, but is not required to be, conducted by the City every March (with any changes effective April 21 of each year). The annual reassessment may only result in reassignment of the position if the incumbent has been given a prior “performance improvement notice” that the Member’s performance needs to improve or else the Member may face reassignment.

D. The City's decisions regarding selection into and reassignment of these positions can be grieved to the City Administrator but cannot be arbitrated or further appealed or challenged in any manner.

ARTICLE 14-LAYOFF AND RECALL

Section 1. Bargaining Unit Members may only be laid off due to lack of funds, lack of work and job abolishment. The City shall layoff Members by departmental seniority with the least senior Member laid off first within job classifications.

Section 2. The City agrees to give a written 14-day notice to all Members prior to any layoffs indicating the circumstances which make the layoff necessary.

Section 3. Names of Members laid off shall be placed on departmental recall lists in accordance with the above sections of this Article. When positions within a department become available, Members shall be recalled with the Members having the most seniority on the departmental recall list having the first opportunity to be recalled, provided each Member has qualifications to perform the job. Members shall maintain their seniority and the recall list shall remain active for a period of one year following the layoff. The City shall not hire any new Members or contract out laid off Members' services while any Members are on a valid recall list unless all Members laid off have refused the positions of recall.

Section 4. In case a layoff of Members covered by this Agreement is anticipated, the City shall notify the Union of impending layoff. The Union may suggest possible alternatives to the layoff, however, such suggestions shall not be construed as negotiations and the City shall not be bound by such suggestions.

Section 5. A laid off Member shall be paid for all accrued vacation hours in accordance with Article 20 of the Contract. Members laid off shall have the first thirty (30) days

of insurance premiums paid and shall have the right to convert the group insurance coverage pursuant to the Consolidated Budget Reconciliation Act (COBRA) immediately thereafter, at their own expense.

ARTICLE 15-WORKDAY/WORKWEEK

Section 1. For all Members in the bargaining unit employed on or before April 21, 2014, a standard workweek shall consist of five consecutive 8-hour days or four consecutive 10-hour days, Monday through Friday. For all Members hired after April 21, 2014, the Monday through Friday restriction shall not apply. Nothing shall prevent a member hired prior to April 21, 2014 from voluntarily accepting a work schedule or work week that is not Monday through Friday.

Section 2. A Member who reports to work on a regularly scheduled workday without previous notice not to report shall receive a minimum of four (4) hours of work or four (4) hours of pay in lieu thereof at the applicable straight time hourly rate.

Section 3. The City shall have discretion to determine an inclement weather day. Members shall make every effort to report to work. However, if conditions are so hazardous that it is not possible, the Member shall contact the Member's immediate supervisor, who must authorize the Member's absence or late arrival. Those who arrive late will not be docked, up to the time approved and designated by the City.

This designation will be made prior to the noon hour of the day designated as inclement. Members who contact their supervisor, but are unable to get to work, can use vacation time.

Section 4. Members, including those who operate equipment or drive a truck in their assignment, shall not be required to work more than twelve (12) consecutive hours or more than sixteen (16) hours in a twenty-four (24) hour period.

ARTICLE 16-OVERTIME

Section 1. Members shall receive time and one-half their regular rate for the following situations:

- (a) Hours worked in excess of eight hours in a day in an 8-hour work schedule;
- (b) Hours worked in excess of ten hours in a 10-hour work schedule;
- (c) Hours worked in excess of forty (40) hours in a week;
- (d) Hours worked on the sixth or seventh day of a five day, 8-hour a day workweek, or hours on the fifth, sixth, and seventh days of a four day, 10-hour a day workweek; or
- (e) City approved paid leave times shall count as hours worked for determining overtime.

The City shall include annual longevity payments in Members' regular rates of pay for purposes of overtime calculations. Longevity payments shall not be included in Members' rates of pay for any purpose other than overtime calculations. Such timing of payments shall be made at the City's reasonable discretion.

Section 2. The City shall attempt to distribute overtime equally among Members within a classification, provided the Member has the skills to perform the work. Members who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for purposes of the administration of overtime distribution only. The City will offer overtime in the order of bargaining unit Members first, non-bargaining unit members that are full-time employees second, and then seasonal part-time employees last. The City will provide the Union, upon request, with a summary of all overtime worked by Members.

Section 3. A Member who is called into work, at a time when the Member is not regularly scheduled, may receive a minimum of three (3) hours call-in-pay for such unscheduled overtime. A Member who may be called into work again during the initial three (3) hour call-out shall not receive an additional three (3) hour minimum. Such call outs must be totally disconnected from the Member's normal working hours. Members who are required to report in to work less than three hours before their regular starting time may also qualify for the three (3) hour minimum. Members who are required to continue their normal work day and thus qualify for overtime pay, shall not qualify for the three (3) hour minimum.

Section 4. Good faith efforts will be made consistent with efficient and effective operation of the City to rotate pre-scheduled overtime and to distribute in a fair and efficient manner unscheduled overtime among all qualified members. Both pre-scheduled overtime and unscheduled overtime are obligations of the member and due to the nature of the job necessary requisites. Certain emergencies, acts of nature and/or other unplanned events may at times require such unscheduled overtime and the member shall work with management to be on notice when required and staff the same. The City will make reasonable attempts to post and/or pre-schedule overtime when possible. This provision shall under no circumstances be interpreted as limiting the City's right to schedule and assign overtime, or infringe on any management rights. Failure to abide by this Section can lead to discipline.

ARTICLE 17-LEAVES OF ABSENCE

Section 1. Military Leave

All Members who are Members of the Ohio National Guard, the Ohio Defense Corps., the State and Federal Militia, or Members of other reserve components of the Armed Forces of the United States are entitled to a leave of absence from their respective duties without loss of

pay, and without any offset for receipt of military pay, for the time they are performing service in the uniformed services, as defined in Section 5903.01 of the Ohio Revised Code, for periods of up to one hundred and seventy-six (176) hours within one (1) calendar year. This military leave policy will remain consistent with the Ohio Revised Code.

Members are required to submit to the City an Order or statement from the appropriate military commander as evidence of such duty. There is not a requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred and seventy-six (176) hours. Members of those components listed in paragraph one above will be granted emergency leave for mob, riot, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Members who are called or ordered to active duty service by the President of the United States or an act of Congress for periods beyond the authorized military leave for the calendar year shall be paid the difference of the military wage and their city wages for active duty military leave beyond the one hundred and seventy-six (176) hours granted each calendar year. If the military wage is higher than the City wage, no difference will be paid. Members will be responsible for all regularly deducted payments for benefits.

Periods of paid military leave shall not reduce the Member's seniority status, vacation, sick leave, or other benefits. The Member does have the option of requesting vacation time for use with military leave or for military purposes.

Section 2. Jury and Witness Duty

A Member called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service and will be compensated for the difference between the Member's regular pay and jury duty pay or witness pay for work

absences necessarily caused by the jury duty or witness duty, unless the City obtains the Member's release from jury service or witness service for a period of up to 4 weeks. To be eligible for jury duty pay or witness pay, a Member shall turn into the City a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of the jury pay or witness pay received.

Section 3. Educational Leave

Members required by the City to attend work related classes shall not lose time or pay for attending such classes.

Section 4. Personal Leave

A Member may request an unpaid personal leave for any personal reason for a duration of no more than six (6) months. This six-month period shall be inclusive of all other leaves received for the same reason of absence, including FMLA. A Member shall request such leave in writing no less than two weeks prior to the requested time frames of the leave. The City, in its sole discretion, may grant or deny the Member's request. The City's decision regarding the grant or denial of personal leave may not be grieved, arbitrated or otherwise appealed.

Section 5. Medical or Disability Leave

A disabled Member may request an unpaid leave for medical or disability reasons after exhausting all sick leave and vacation credits. The requested leave shall be for a duration of no more than six (6) months. This six-month period shall be inclusive of all other leaves received for the same reason of absence, including FMLA. A Member shall request such leave in writing no less than two weeks prior to the requested time frames of the leave. The City, in its sole discretion, may grant or deny the Member's request. The City's decision regarding the grant or denial of medical or disability leave may not be grieved, arbitrated or otherwise appealed.

Section 6. Retention of Seniority

Members shall retain all seniority rights with the City while on leaves of absences which are authorized under this Article of this Agreement. However, Members on personal leave, medical leave and/or military leave shall not be permitted to exercise their seniority rights until two weeks before they return from leave.

Section 7. Injury Leave

Members who sustain an injury while performing City functions in a non-negligent line of duty may be granted up to 30 work days of injury leave per injury. Such injury must be reported immediately to the Member's supervisor. All requests for injury leave must be filed with and approved by the City Administrator. Injury leave requests must also include a physician's report that indicates that the Member cannot perform the essential functions of the Member's position and indicates the recovery time. The City reserves the right to request and to pay for its own medical examination as a "second opinion." While on injury leave, the Member cannot work at another place of employment. Any payments for lost wages from the Bureau of Workers' Compensation received by the Member while on the injury leave, must be returned to the City. The City also reserves the right to make a temporary light duty assignment.

Section 8. Family and Medical Leave Act

A. Members shall have such right and options as are guaranteed to them by the Family and Medical Act and the City shall have such rights and options as are allowed to it by the Family and Medical Leave Act and may exercise them without need for further bargaining.

B. A member utilizing FMLA leave must first use paid sick time (if applicable) concurrently with FMLA leave before going on unpaid FMLA leave. Employees are permitted to use vacation time concurrently with FMLA leave after the exhaustion of accrued sick leave.

C. Members who take FMLA leave because of their own serious health condition shall be required to obtain and present a certification from a licensed physician or other appropriate medical professional that the Member is fit to return to work.

ARTICLE 18-SICK LEAVE

Section 1. Members shall accumulate sick leave at the rate of 4.6 hours for each completed 80 hours of service. Members shall have unlimited accumulation of sick leave. Each Member shall furnish a satisfactory, written signed statement to justify the use of sick leave. If medical attention is required, or if an absence lasts longer than three (3) consecutive days, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. The City reserves the right to require any Member to provide a doctor's statement releasing the Member for full duty or the right to send any Member to a City-appointed doctor for examination to evaluate the legitimacy of an absence or the Member's ability to return to work. In the event of a conflict in medical opinions, the Member shall be examined by a third doctor, mutually selected. Falsification of a verbal statement, a written, signed statement or a physician's certificate is grounds for immediate discharge.

When a Member is going to be off work using sick leave, they shall call and report off to their immediate supervisor prior to their scheduled starting time. If a Member fails to report off timely, they shall not be able to use sick leave for the absence. When a Member plans to take sick leave for a foreseeable, scheduled medical appointment and medical leaves, the Member must provide the City with written notice at least thirty (30) days before the appointment or leave is to begin. If it is not possible to give thirty (30) days advance notice, the Member must give as much advance notice as the Member can under the circumstances. The City shall have discretion to grant or deny such requests.

Members shall accumulate sick leave with pay only for service as a Member of the City of Grove City, except as provided otherwise herein.

Members with employment service time with another public agency in the State of Ohio may be credited with any unused sick leave from previous public employment up to one hundred and twenty (120) hours. A letter certifying that sick leave balance from the former employer must be furnished to the City. Sick leave from another public agency cannot be converted to cash and can only be used when any sick leave earned while employed with Grove City has been exhausted.

Section 2. When a Member having one or more years of continuous service with the City retires or resigns the Member shall be entitled to receive pay for one-half of all accumulated sick leave hours earned while employed by Grove City in excess of 360 hours, at the Member's current hourly rate. A retiring Member is guaranteed a payout equal to one-fourth (1/4) of the total number of sick leave hours accumulated. In the event of death as a direct result of an injury sustained in the course of employment with the City, the Member's sick leave accumulation shall be paid to the estate of the Member at the Member's final base rate of pay. A Member who is terminated from employment with the City shall not be eligible to receive payment for any unused sick leave.

Section 3. A Member may use sick leave only for the following reasons:

- A. Illness or injury of the Member or a member of the Member's immediate family.
- B. Disability arising from pregnancy and/or childbirth and other related conditions.
- C. Death in the immediate family up to a maximum of five (5) days.
- D. Death in the non-immediate family up to a maximum of one day.

For the purposes of this section, immediate family shall include spouse, child, stepchild, brother, sister, parents, grandparents, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepsister, stepson, stepdaughter, half-brother, and half-sister.

Section 4. Sick leave shall be charged in minimum units of one-half (1/2) hour. A Member shall only be charged and paid for sick leave that the Member has requested. The City will furnish each Member with a written statement showing the amount of employee accumulated paid sick leave each pay period.

Section 5. At any time, an eligible Member who has accumulated and maintains three hundred sixty (360) or more hours of unused sick leave shall be given the option of converting unused sick leave earned with the City for paid compensation of fifty percent of the total hours at the employee's regular base rate of pay; (for example, one hundred (100) hours will yield a total of fifty (50) hours of pay multiplied by the employee's regular base rate). No Member conversion per this section may result in such Member maintaining less than a minimum of three hundred sixty (360).

Section 6. Members shall be allowed to carry over any unused and unpaid sick leave from service in the State of Ohio or any political subdivision in Ohio. This sick leave that is carried over shall not be paid out upon termination or resignation and shall not be eligible for purposes of the yearly conversion in the Section 5.

Section 7. At the City's discretion, a Member shall furnish a satisfactory written signed statement to justify the use of sick leave, a statement from the Member's health care provider or fully completed applicable City forms including those relating to FMLA or other

leaves then in use by the City. Falsification of a verbal statement, a written, signed statement or a physician's certificate is grounds for immediate discharge.

No Member may receive payment from the City for sick leave if the Member is receiving workers' compensation for the same purpose.

Section 8. Donated Sick Leave

A. Eligibility - Any member may apply to the Human Resources Coordinator or the City Administrator's designee, to receive donated sick leave, if the Member requesting such donated sick leave:

(1) Has a non-work related serious illness or serious injury, as documented in writing by a medical doctor, which renders the Member unable to perform the essential functions of the Member's position for a minimum of four (4) consecutive weeks;

(2) Has exhausted all leave balances and does not have a sufficient amount of accrued and unused paid leave to cover the estimated period of absence.

(3) Has not been offered non-work related Transitional Duty; and

(4) Has no record of ever being disciplined for sick leave abuse.

B. Procedure:

(1) A Member qualifying for sick leave donation hereunder shall make a written request for such leave by completing the necessary form and submitting same to the Human Resources Coordinator or the City Administrator's designee. Written documentation from a medical doctor of the Member's serious illness or injury must be attached to the request. The City Administrator shall have the discretion to approve or deny such request. Copies of the written request and written documentation from a medical doctor shall be provided to Human Resources.

(2) Upon approval of a request for sick leave donation, the Human Resources Coordinator or City Administrator's designee shall complete the necessary form and forward copies of same to the Member requesting sick leave donation.

(3) A Member wishing to donate sick leave to a fellow Member eligible for donation shall complete the necessary form and forward same to the City Administrator or City Administrator's designee, who shall provide a copy to Human Resources.

C. **Approval** - Upon approval of a Member's request for donated sick leave, the City Administrator or City Administrator's designee shall:

(1) Notify all eligible Members of the Member's need for donated sick leave, while respecting the Member's right of privacy;

(2) Approve payment of any such donated sick leave to the requesting Member on a pay period by pay period basis up to the amount of donated leave, or the hours necessary to provide the member with their regular, straight-time pay for such pay period, whichever is greater.

D. **Donating Sick Leave** -Members may donate accrued and unused sick leave to their credit to any other Member who has been approved to receive donated sick leave if the donating Member:

(1) Retains a sick leave balance of at least two hundred forty (240) hours after deduction of the hours offered for donation; and

(2) Voluntarily elects to donate sick leave to the Member approved for donation, understanding that any such leave donated and not used shall be returned.

E. **Terms and Conditions** - The following additional terms and conditions shall apply to the Sick Leave Donation Program:

(1) All donation of sick leave shall be in eight (8) hour increments, with eight (8) hours being the minimum donation;

(2) A Member receiving donated sick leave shall be paid at the Member's regular, straight-time rate of pay, regardless of the rate of pay of the Member donating such leave.

(3) Sick leave shall be deducted from donating Member proportionately from all donated hours and credited to the receiving member's account on pay day up to the amount necessary for the Member to be paid their regular two (2) week's pay. No sick leave shall accumulate in the account of a receiving Member or be converted to cash or compensatory time. Any sick leave donated by a Member that is not used shall remain in the account of the donating Member;

(4) A Member using donated sick leave shall be in active pay status and shall accrue sick and vacation leave, and be entitled to any benefits they would normally receive. All paid leave provided to or accrued by a Member while using donated sick leave shall be used in the following pay period before donated sick leave is used.

(5) Members receiving donated sick leave shall be eligible to receive such leave only until the Member's estimated date of return to duty, or until the first pay period during which the receiving Member fails to receive enough donated leave to receive their full two (2) weeks pay. Members who have continued to receive full donations and whose physicians extend their estimated date of return will be eligible for notification for the need for further donation.

(6) No Member receiving donated sick leave will be permitted to be off work on such leave more than twelve (12) consecutive calendar months. A Member may not apply for donated leave more than once in any twelve (12) month period.

(7) No Member may donate more than 40 sick leave hours to another Member in a calendar year.

(8) The City Administrator or City Administrator's designee shall ensure that no Member is forced or coerced into donating sick leave for a fellow Member. Donation shall be strictly voluntary. Only the Human Resource Coordinator shall directly solicit donations of sick leave from another Member.

ARTICLE 19-HOLIDAYS

Section 1. All bargaining unit Members shall receive the following holidays off with pay:

New Year's Day	First day in January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth day of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday in November
Day Following Thanksgiving Day	Fourth Friday in November
Christmas Eve Day	Twenty-fourth day of December

Christmas Day

Twenty-fifth day of December

Member's Birthday

Section 2. If any of the above holidays fall on a Sunday, the holiday is observed on the following Monday; if it falls on a Saturday, it is observed on the preceding Friday. If a recognized holiday occurs during a Member's vacation, that day is not charged as vacation used. Members required to work on a recognized holiday shall receive one and a half (1½) times their regular rate of pay for all hours worked in addition to their regular compensation.

Section 3. In order to receive holiday pay, the Member must work the Member's regularly scheduled shift immediately preceding the holiday and the regularly scheduled shift immediately following the holiday, unless the Member is on vacation or has a written doctor's excuse.

Section 4. Members must observe the "Member's Birthday" on a day mutually advantageous to the Member and the City within the calendar year. This holiday cannot be carried forward to the next calendar year.

Section 5. Members required to work on Christmas Eve, Christmas Day, New Year's Day, the Fourth of July (or the City's celebrated day) or Thanksgiving Day shall receive double time for all hours actually worked on the holiday. This would be for hours worked only on the actual holiday itself and not the day that might be observed by the City. Such payment for the hours worked shall be in addition to the 8 hours of holiday time provided for these holidays in Section 1.

ARTICLE 20-VACATION

Section 1.

A. All bargaining unit Members, after one year of service, shall be entitled to the following weeks of vacation with pay annually:

Years of Service	Paid Vacation Hours per Year	Vacation Hours Per Pay Period
1 year through & including 3 yrs.	80 hours	3.0769
4 yrs. through & including 8 yrs.	120 hours	4.6153
9 yrs. through & including 13 yrs.	160 hours	6.1538
14 yrs. through & including 17 years	200 hours	7.6923
18 yrs. or more	240 hours	9.2307

B. Members who accrue more vacation hours than the maximum number of hours allowed shall receive their regular rate of pay for each hour in excess of the maximum number of hours allowed.

C. Bargaining unit Members, shall be allowed to accrue vacation hours up to a maximum number of hours according to their years of service, as follows:

Years of Service	Maximum Accrual of Vacation Hours
1 year through & including 3 yrs.	240 hours
4 yrs. through & including 8 yrs.	360 hours
9 yrs. through & including 13 yrs.	480 hours
14 yrs. through & including 17 years	600 hours
18 yrs. or more	720 hours

D. At any time during the calendar year, an employee may request to be paid for any vacation balance in excess of eighty (80) hours at the employee's most recent base hourly rate. At the end of each calendar year, each employee shall be paid for any vacation balances in

excess of the maximums fixed by this section at the employee's base hourly rate at the end of the calendar year. Such payments shall be made by January 31 of the next calendar year.

E. Vacation scheduling and approval is not automatic. Members must request their vacation leave in advance and have it pre-approved by the Director of the Department (or the Director's designee). The Director (or the Director's designee) has sole discretion for granting or denying the scheduling of vacation leave based on what the Director deems most advantageous for the service and the interest of the City. Any Member who is separated from the City service through removal, resignation, retirement or lay-off and who has unused vacation leave shall be entitled to compensation at the Member's then current rate of pay for all lawful accrued and unused vacation leave.

Section 2. In case of the death of a Member any earned but unused vacation shall be paid to the Member's beneficiary or the Member's estate at the Member's then current rate of pay.

Section 3. Vacation leave may be requested in one-half (1/2) hour increments. Vacation leave is compensated at your current rate of pay.

Section 4. "Years of Service" generally is defined to be the total of all periods of employment for the City of Grove City and periods of employment with other public agencies in the State of Ohio.

Members shall not earn vacation credits while in a no pay status for 8 or more hours. A Member shall not earn vacation credits if the Member is on donated sick leave.

ARTICLE 21-WAGES

Section 1. The following wage schedules shall apply for the life of this agreement:

Job Classification	Step	EFFECTIVE 4/21/2018	EFFECTIVE 4/21/2019 2.50%	EFFECTIVE 4/21/2020 2.00%	EFFECTIVE 4/21/2021 2.00%
ACCOUNT CLERK	Step 1	\$15.98	\$16.38	\$16.71	\$17.04
	Step 2	\$17.65	\$18.09	\$18.45	\$18.82
	Step 3	\$19.35	\$19.83	\$20.23	\$20.64
	Step 4	\$21.03	\$21.56	\$21.99	\$22.43
	Step 5	\$22.73	\$23.30	\$23.76	\$24.24
	Step 6	\$24.36	\$24.97	\$25.47	\$25.98
	Step 7	\$26.09	\$26.74	\$27.28	\$27.82
ACCOUNT SPECIALIST	Step 1	\$17.32	\$17.75	\$18.11	\$18.47
	Step 2	\$19.37	\$19.85	\$20.25	\$20.66
	Step 3	\$21.49	\$22.03	\$22.47	\$22.92
	Step 4	\$23.48	\$24.07	\$24.55	\$25.04
	Step 5	\$25.60	\$26.24	\$26.76	\$27.30
	Step 6	\$27.64	\$28.33	\$28.90	\$29.48
	Step 7	\$29.76	\$30.50	\$31.11	\$31.74
SERVICE TECH/URBAN FORESTRY	Step 1	\$19.15	\$19.63	\$20.02	\$20.42
	Step 2	\$20.96	\$21.48	\$21.91	\$22.35
	Step 3	\$22.77	\$23.34	\$23.81	\$24.28
	Step 4	\$24.60	\$25.22	\$25.72	\$26.23
	Step 5	\$26.38	\$27.04	\$27.58	\$28.13
	Step 6	\$28.22	\$28.93	\$29.50	\$30.09
	Step 7	\$30.04	\$30.79	\$31.41	\$32.03

All Members not at the top step shall move to the next applicable step on the anniversary of the contract.

Section 2. Pension Pick-Up (Salary Reduction Method)- For tax deferment purposes, the full amount of the statutorily required Employee contribution to the Public

Employees Retirement System (“The Fund”) shall be withheld from the gross pay of bargaining unit members. No bargaining unit member subject to this “pick-up” shall have the option of choosing to receive the statutorily required Employee contribution to the fund or of being excluded from the “pick-up.” The parties agree that the City will not incur any additional costs in the deferment of said federal and state income taxes. Should the Rules and Regulations of the Internal Revenue Service of the fund change, making this procedure unworkable, the parties agree to return to the former contribution method followed by the City.

Section 3. An Account Clerk who is temporarily assigned and/or required to accept the responsibilities and carry out the duties of Account Specialist for any eight (8) hour workday of a classification that is paid above that which the Member normally holds, shall receive payment consistent with the higher classification while so acting, at the equivalent step the Member is currently at for all hours actually worked but excluding hours in paid status while on approved leaves. If the duty is performed in overtime status, overtime payment shall be made at the overtime rate of pay for the higher classification.

Payments to be made consistent with the provisions of this section will be the difference in the Member’s base salary and base salary of the higher pay classification for the hours actually worked in a bi-weekly basis. Any hours in paid status while on approved leave during said assignment will be paid at the Member’s original base rate. Any calculations of severance pay or other similar pays shall be made using a Member’s original base rate.

Section 4. A Service Technician or Urban Forestry Specialist who is temporarily assigned and/or required to accept the responsibilities and carry out the duties of a higher classification for any eight (8) hour workday of a classification that is paid above that which the Member normally holds, shall receive an additional payment of \$1.00 per hour while so acting,

added to the step the Member is currently at for all hours actually worked but excluding hours in paid status while on approved leaves. If the duty is performed in overtime status, overtime payment shall be made at the overtime rate of pay including the additional \$1.00 per hour.

Payments to be made consistent with the provisions of this section will be the difference in the Member's base salary and the base salary including the additional \$1.00 per hour for the hours actually worked in a bi-weekly basis. Any hours in paid status while on approved leave during said assignment will be paid at the Member's original base rate. Any calculations of severance pay or other similar pays shall be made using a Member's original base rate.

Section 5. Members selected by the City as mechanic, sewer and urban forestry specialists and electric technicians shall receive an additional \$1.00 per hour.

ARTICLE 22-SAFETY

Section 1. The Union agrees to comply with reasonable safety rules and regulations established by the City. Safety is a prime responsibility of both parties. Where necessary, safety equipment shall be provided by the City. Reasonable rules shall be established to regulate the use of such equipment.

Section 2. At no time shall any work of an emergency nature involving an element of hazard or danger be performed without a minimum of two (2) persons. The supervisor or person in charge shall have sole authority to determine if such an emergency exists.

Section 3. A Safety Committee shall be maintained to review safety issues and to make recommendations as necessary to the City for the improved safety of all workers. Such committee shall meet twice a year and be composed of three (3) members chosen by the Union and three (3) representatives of management so designated by the City. Attendance at such

meetings may be during the regular work hours but in no case can such meetings result in any overtime pay. The scheduling of such meetings shall be determined by the City.

ARTICLE 23-INSURANCE

Section 1: Group Health Insurance and Pharmacy Program. The City will provide group health insurance and a pharmacy program for all Members. Currently, the City provides health insurance and a pharmacy program for all Members in accordance with the Central Ohio Health Care Consortium plan or plans adopted by such Consortium. The City retains the right to seek out alternative health insurance and pharmacy program providers throughout the term of this Contract. In the event the City determines that the Consortium Plan is no longer an economical plan for the City and the Members, the City will provide the same level of health insurance and pharmacy program coverage in a manner which is at least equivalent to the Consortium Plan through the term of this Contract.

Section 2: High Deductible Plan Funding. The City will fund any High Deductible Plan at eighty percent (80%)

Section 3: Vision Care Plan. The City shall provide vision care coverage for each Member.

Section 4: Dental Care Plan. The City shall provide dental care coverage for each Member.

Section 5: Life Insurance. The City shall provide Seventy Five Thousand (\$75,000) Dollars of life insurance for all full-time Members.

Section 6: Payment for Coverage. The City shall pay eight-five percent (85%) of the monthly premiums for medical coverage, vision coverage, and dental coverage. All participating Members shall pay fifteen percent (15%) of the monthly premiums for such

coverage. These percentages will not be changed for the life of this contract. The amounts paid by a Member for medical coverage, vision coverage, and dental coverage will be deducted from the Member's gross salary for tax purposes as permitted by law. Effective April 22, 2019, any Member hired after April 22, 2019, shall pay twenty percent (20%) of the cost of all insurance set forth in this Section.

Section 7. Members who elect health care coverage under the High Deductible Healthcare Plan (HSHP) are eligible to participate in the health savings account (HSA). For those Members who elect to participate in the HSA, the City shall make an annual payment to the Member's HSA with the HSA provider selected by the City. The Member has the option to contribute to the Member's HSA account pre-tax through the Grove City Cafeteria Plan. For new employees enrolling in the plan after January 1st of a given year, the City's contribution will be prorated based on months of employment remaining in the current year.

Section 8: Employees Declining Health Insurance, Major Medical and Hospitalization. Members electing to decline City insurance coverage and who are not covered under any other City insurance policy for the entire calendar year shall receive the following payment in December for that calendar year:

- (1) Employees eligible for family coverage but taking no coverage \$2,000;
- (2) Employees eligible for family coverage but taking single coverage \$1,000;
- (3) Employees eligible for single coverage but taking no coverage \$1,000.

Section 9: Other Benefits. Other benefits may be authorized from time to time by the City Administrator if there is no cost to the City. Notwithstanding the foregoing, the City Administrator is authorized to make adjustments to benefits to ensure that all employees in a Department or Division are treated in a similar fashion.

ARTICLE 24-SUBCONTRACTING

The City shall have the right to subcontract; provided, however, that in the event a decision to subcontract would reduce the number of bargaining unit Members below the level of Members existing at the time of the execution of this Agreement, then, in that situation only, the City agrees to notify the Union and allow the Union an opportunity to discuss the subcontracting decision for a period of 45 days before any bargaining unit members are released. Despite these discussions, the City shall have the sole discretion to determine whether to subcontract during and after the 45-day period, so long as no bargaining unit members are reduced until the end of the 45-day period.

ARTICLE 25-MILEAGE ALLOWANCE

When a Member is required to drive the Member's personal vehicle to transact business of the City, the Member shall be reimbursed at a mileage rate equal to the current IRS rate in effect each year of the agreement.

Parking charges and highway tolls related to business are reimbursed at cost.

ARTICLE 26-MEALS AND LODGING

When a Member is on authorized business for the City and overnight lodging is required, said Member shall be compensated pursuant to the City's Administrative Order, Regulations Governing Travel Expenses.

ARTICLE 27-WORK RULES

The City will provide the Union with any written work rules fourteen (14) days prior to implementation. Any charges by a bargaining unit Member that a work rule is a violation of this contract, or has not been applied or interpreted uniformly to all Members, shall be a proper subject for grievance.

The City will provide the Union copies of all revised or new written work rules in advance of their intended effective date.

ARTICLE 28-UNIFORMS (APPAREL, SHOES AND PPE)

Members in the Service Technician function that are required to wear uniforms shall have uniforms provided directly by the City or a selected uniform service company. Specific uniform items and the amount issued shall be determined by the City. The City will provide all clothing expected to be worn as an outer-layer. The Service Director or designee shall conduct an inspection of uniforms, twice a year. Damaged or worn uniforms shall be replaced on a one-for-one exchange. The uniform service company would generally provide for the cleaning and repair of such uniforms.

For all Members affected by the above, all uniform payments and/or credits shall be made in accordance with IRS regulations and will be subject to withholding for tax purposes.

ARTICLE 29-LONGEVITY

A. All bargaining unit Members of the City, after the completion of five years of service with the City, shall receive a longevity bonus in accordance with the schedule set forth below:

Years of Service	Annual Longevity Lump Sum Payment
5 th through 10 th	\$1,075 per year
11 th through 15 th	\$1,325 per year
16 th through 20 th	\$1,550 per year
21 st and thereafter	\$1,900 per year

B. The longevity payment shall be made, in accordance with the above schedule, in a separate lump-sum payment on the first pay period ending after each anniversary date of each

year. Upon termination for any reason, Members who are eligible for longevity pay under this section (or, in the event of death, the estate of the deceased) shall be paid, as part of their terminal pay, the final partial year of longevity pay, prorated to the number of hours worked during such partial year since the Member's last anniversary date. The Director of Finance shall establish the rules and regulations for the distribution of this bonus.

ARTICLE 30-BULLETIN BOARDS

The City will provide space for four (4) bulletin boards for exclusive use by the Union. These bulletin boards shall be located in a conspicuous place where they are available to all Members.

One (1) bulletin board shall be located in an agreed upon area in City Hall. One (1) bulletin board shall be located in an agreed upon area in the Service Department. One (1) bulletin board shall be located in an agreed upon area in the Police Department. One (1) bulletin board shall be located in an agreed upon area in the Mayor's Court.

ARTICLE 31-WAIVER IN CASE OF EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Grove City Council, the Legislature, or the Mayor, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended:

- A. Time limits for management or the Union replies on grievances.
- B. Selected work rules and/or agreements and practices relating to the assignment of the Members.

Section 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure

and shall proceed from the point in the Grievance Procedure to which they (the grievant(s)) had properly progressed.

ARTICLE 32-TUITION REIMBURSEMENT

Each Member who has one (1) year of continuous City service shall be eligible for a reimbursement of tuition in courses of instruction voluntarily undertaken by him or her. The tuition reimbursement program shall be subject to the following conditions:

A. All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the City Administrator or the City Administrator's designee. All courses are subject to approval by the City Administrator. There must be a correlation between the Member's duties and responsibilities and the courses taken. All scheduled times of courses must be approved by the City Administrator. Any situation which, in the discretion of the City Administrator, would require a Member's presence on the job shall take complete and final precedence over any time schedule for courses.

B. Members shall not receive tuition reimbursement from the City for more than necessary to cover their actual out-of-pocket cost for tuition. Therefore, any financial assistance from any governmental or private agency made available to a Member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the Member is eligible for under this Section. For example: If tuition costs \$3,500.00, and the Member receives \$2,000.00 in scholarship assistance, then the Member is only entitled to receive payment from the City in the amount remaining to be paid by the Member, i.e. \$1,500.00. If a Member's tuition is fully covered by another governmental or private agency, then the Member is not entitled to payment from the City.

C. Reimbursement for tuition shall be made when the Member satisfactorily completes a course and presents an official certificate or its equivalent and a receipt of payment or copy of the unpaid bill from the institution confirming completion of the approved course to the City Administrator. Reimbursement shall be made within sixty (60) days from the date the Member complies with the provision of this Section.

D. Reimbursement shall be granted up to a maximum of forty two hundred dollars (\$4,200) per year and shall be for reimbursement of tuition costs only. Reimbursement shall be granted for tuition and books in courses of instruction voluntarily undertaken.

E. Any Member participating in the tuition reimbursement program or in the pursuit of a degree program shall be required to stay with the City for the two (2) years following completion of the course work.

F. The City Administrator is responsible for establishing rules, devising forms, and keeping records for the program.

G. A Member must timely complete all coursework in the regularly scheduled course schedule and receive a grade of "C" or better to be reimbursed per this program.

ARTICLE 33-SEVERABILITY

Should any portion of this Agreement be hereafter determined to be void or unenforceable as the result of any law or court decision or tribunal determination, such determination shall not affect the remainder of the Agreement, the terms and conditions hereof being severable in nature.

The parties hereto agree to recognize and adhere to all laws, state and/or federal, which are required. In the event a law is changed and/or a new law is enacted that could affect this

contract, the parties shall meet to negotiate a new Article and/or Section to replace the abrogated Article and/or Section.

ARTICLE 34-COMPLETE AGREEMENT CLAUSE

Agreements reached between the City and the Union during negotiations shall constitute the whole and entire Agreement between the parties concerning any and all matters within the scope of collective bargaining. The City and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of the Agreement.

ARTICLE 35-DURATION

This Agreement shall become effective on April 21, 2019, and shall continue in full force and effect until midnight April 20, 2022. Unless either party shall notify the other in writing of a desire to terminate or modify this Agreement no later than ninety (90) calendar days of the date set forth above, this Agreement shall continue in effect in its entirety from year to year after April 20, 2013, and such failure of timely notice shall constitute an absolute and complete waiver of the right to negotiate for the year following such failure.

ARTICLE 36-CERTAIN CERTIFICATIONS

All Members who achieve a "Certified Permit Technician" or "Certified Mayors' Court Clerk" level, shall receive an additional thirty-five cents (\$.35) per hour to their base rate of pay.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement on the day and year first above written.

For the Employer:

For the Union:

Richard Ike Stage
Mayor, City of Grove City

Eric Boyd
AFSCME Representative

Charles W. Boso, Jr.
City Administrator, City of Grove City

Sean Gabriel, Team Member

0127128.0608324 4811-3348-3927v1

Date: 04/30/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Robinette
Sponsor : Mr. Davis
Emergency: 30 Days: X
Current Expense: _____

No. : C-21-19
1st Reading: 05/06/19
Public Notice: 05/07/19
2nd Reading: 05/20/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-21-19

AN ORDINANCE TO AMEND SECTION 139.05 OF THE CODIFIED ORDINANCES OF THE CITY OF GROVE CITY, OHIO TITLED BIDDING PURCHASES AND PROCEDURES

WHEREAS, the City of Grove City desires to be transparent in the purchasing of its goods and services; and

WHEREAS, the City of Grove City has implemented measures to improve public transparency to include, but not limited to, live and recorded council meetings, and public access to the city's financial records; and

WHEREAS, the City believes in supporting the businesses within the City of Grove City; and

WHEREAS, the City desires to give purchasing preference to businesses within Grove City when they can provide comparable quality and price.

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

SECTION 1. Section 139.05 (b) is hereby amended, in part, as follows:

- (b) When any contract for the construction of a public improvement or the purchase of equipment, supplies, or materials is estimated to be in excess of \$50,000, the contract shall be awarded through an open competitive bidding process unless an exception or alternative is otherwise provided by Council. The Administrative Assistant may, without competitive bidding, enter into contracts for expenditures of less than \$50,000 for which funds have already been appropriated. The City shall award a contract to the lowest and/or best bidder, provided that the City may reject any and all bids in whole or by items. The City shall give preference to businesses located within Grove City provided they can provide comparable quality and price. No contract shall be divided to avoid the requirements of competitive bidding. (Ord. C36-12. Passed 8-6-12.)

SECTION 2. Section 139.05 (c)(1) is hereby amended in part, as follows:

- (c)(1) Professional Services. Contracts for professional services shall not be subject to the competitive bidding requirements of this section. When professional services of a like kind are estimated to be above \$100,000.00 annually, the Administrative Assistant shall seek requests for proposals at least once every four (4) years, beginning in 2020. Request for Proposals shall be advertised in the same manner as the City has, or may establish, for advertising competitive bids. The Administrative Assistant shall present the findings to Council by November 15 of the required year. Final selection of professional service providers and shall not require authorization of Council.

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