GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

April 04, 2022 | 6:30 Caucus | 7:00 p.m. Regular Meeting

Call to Order: President Berry | Roll Call: Clerk of Council | Approval of Minutes

Welcome & Reading of Agenda: Pres. Berry | Presentation: Historical Society – Steve Jackson

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LANDS: Mr. Schottke

Ordinance C-18-22	Accept the Plat of Meadow Grove Estates, Section 9, located east of Buckeye Parkway and North of Silverlawn Dr. Second reading and public hearing
Ordinance C-19-22	Accept the Plat of Farmstead, Subarea H, Phase 3, located west of S.R. 104. Second reading and public reading.

SAFETY: Mr. Sigrist

Ordinance C-20-22	Amend Section 161.15 of the Codified Ordinances titled Discrimination and Harassment Prohibited. Second reading and public hearing.
Ordinance C-21-22	Amend Chapter 339 titled Commercial and Heavy Vehicles to Impose Fines for Overweight Loads carried without the required Local Permit. First reading.

SERVICE: Ms. Houk

Resolution CR-22-22	Authorize Participation in the ODOT Contract for Road Salt.

FINANCE: Mr. Holt

Ordinance C-22-22	Authorize the City Administrator to enter into an Agreement for Dispatching and Communication Services with Pleasant Township. First reading.
Ordinance C-23-22	Authorize the City Administrator to enter into an Agreement for Dispatching and Communication Services with Prairie Township. First reading.
Ordinance C-24-22	Providing for the Issuance and Sale of Notes in the maximum principal amount of $9,000,000.00 in anticipation of the issuance of Bonds for the purpose of paying the costs of improving the City's Parks and Recreational Facilities by constructing the Beulah Community Park to include, among other improvements, an Amphitheater, various utility, roadway and pedestrian related improvements, fitness areas together with related equipment, a splash pad, various structures, landscaping, street lighting, signage and parking, together with all other necessary appurtenances thereto. First reading.

Call for New Business: Call for Dept. Reports & Closing Comments; Adjourn

ON FILE: Minutes of: 03/212 Council

Date: 03/14/22	No.: C-18-22
Introduced By: Mr. Schottke	1st Reading: 03/21/22
Committee: Lands	Public Notice: 3/22/22
Originated By: Plan Comm	2nd Reading: 04/04/22
Approved:	Passed: ___ Rejected: ___
Emergency: ___ 30 Days: X	Codified: ___ Code No: ___
Current Expense: ___	Passage Publication: ___

ORDINANCE C-18-22

AN ORDINANCE TO ACCEPT THE PLAT OF MEADOW GROVE ESTATES SECTION 9 LOCATED EAST OF BUCKEYE PARKWAY AND NORTH OF SILVERLAWN DR

WHEREAS, Meadow Grove Estates, Section 9, a subdivision containing lots 114 – 121, 134 – 140, 143- 149, 154 – 159, 164 – 177 and Reserve "K" inclusive, has been submitted to Council for their consideration.

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

SECTION 1. The Plat of Meadow Grove Estates, Section 9, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 6840, containing 16.303 acres of land, more or less. Said 16.303 acres being all out of that 84.480 acre tract of land conveyed to Rockford Homes, Inc., by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

SECTION 2. Easements, where indicated on the plat, are hereby accepted for operation and maintenance of public utility services including but not limited to water, sanitary sewers, electricity and telephone, and to companies providing cable television and cable signal transmission services and for storm water drainage systems for the construction, operation and maintenance of the facilities to provide such services and systems above and beneath the ground.

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

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 03/14/22	No.: C-19-22
Introduced By: Mr. Schottke	1st Reading: 03/21/22
Committee: Lands	Public Notice: 3/22/22
Originated By: Plan Comm	2nd Reading: 04/04/22
Approved:	Passed: ___ Rejected: ___
Emergency: ___ 30 Days: X	Codified: ___ Code No: ___
Current Expense:	Passage Publication: ___

ORDINANCE C-19-22

AN ORDINANCE TO ACCEPT THE PLAT OF FARMSTEAD SUBAREA H, PHASE 3 LOCATED WEST OF STATE ROUTE 104

WHEREAS, Farmstead Subarea H, Phase 3, a subdivision containing lots 24 – 46 inclusive, and areas designated as Reserve "H-D" & "H-E" has been submitted to Council for their consideration.

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

SECTION 1. The Plat of Farmstead Subarea H, Phase 3, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 1105 & 6115, containing 4.889 acres of land, more or less. Said 4.889 acres being part of a 207.933 acre tract of land conveyed to Grand Communities, LLC, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

SECTION 2. Easements, where indicated on the plat, are hereby accepted for operation and maintenance of public utility services including but not limited to water, sanitary sewers, electricity and telephone, and to companies providing cable television and cable signal transmission services and for storm water drainage systems for the construction, operation and maintenance of the facilities to provide such services and systems above and beneath the ground.

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

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 03/15/22	No.: C-20-22
Introduced By: Mr. Sigrist	1st Reading: 03/21/22
Committee: Safety	Public Notice: 03/22/22
Originated By: Law	2nd Reading: 04/04/22
Approved: Ms. Houk	Passed:____ Rejected:
Emergency:___ 30 Days: x	Codified:___ Code No:
Current Expense:_________	Passage Publication:

ORDINANCE C-20-22

AN ORDINANCE TO AMEND SECTION 161.15 OF THE CODIFIED ORDINANCES OF GROVE CITY TITLED DISCRIMINATION AND HARASSMENT PROHIBITED

WHEREAS, the City of Grove City is a community comprised of a diverse population of individuals; and

WHEREAS, recognition and appreciation of that diversity is vital to our community's growth and success; and

WHEREAS, equal opportunity and respect for all persons is critical to the health of the workplace; and

WHEREAS, there is currently no Federal or Ohio Law providing express protections based on sexual orientation, gender identity or gender expression.

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

SECTION 1. Section 161.15 is hereby amended as follows:

(a) Discrimination and Harassment Prohibited. The City expressly prohibits any form of unlawful discrimination or harassment based on race, color, religion, sex, national origin, age, disability, military status, status as a veteran or special disabled veteran, ancestry, **familial status, pregnancy, sexual orientation, gender identity, or gender expression** or any other characteristic protected by applicable federal, state, or local laws.

(b) Policy. In compliance with Title VII of the Civil Rights Act of 1964 as amended, and Ohio Revised Code 4112.01 et seq., it is the policy of the City:

(1) To provide equality of opportunity in employment with the City for all persons.

(2) To carry out all programs and activities in such a manner that no person shall, on the grounds of race, color, religion, sex, national origin, age, disability, military status, status as a veteran or special disabled veteran, ancestry, **familial status, pregnancy, sexual orientation, gender identity, or gender expression** be excluded from participation in, be denied the benefits of, or be subjected to discrimination or harassment with respect to such programs or activities.

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

____

Ted A. Berry, President of Council

Date: 03-29-22	No.: C-21-22
Introduced By: Mr. Sigrist	1st Reading: 4/04/22
Committee: Safety	Public Notice: 04/05/22
Originated By: Mr. Smith	2nd Reading: 04/18/22
Approved: Mr. Boso	Passed:____ Rejected:___
Emergency:___ 30 Days: X	Codified:___ Code No:___
Current Expense:__________	Passage Publication:____

ORDINANCE C-21-22

AN ORDINANCE TO AMEND CHAPTER 339 TITLED COMMERCIAL AND HEAVY VEHICLES TO IMPOSE FINES FOR OVERWEIGHT LOADS CARRIED WITHOUT THE REQUIRED LOCAL PERMIT

WHEREAS, Section 4513.34 of the Ohio Revised Code authorizes local authorities to issue special hauling permits regarding highways under local jurisdiction to permit movement of loads in excess of the size and weight requirements established in Chapters 5577 and 4513 of the Ohio Revised Code; and

WHEREAS, movement of all vehicles and loads through the City of Grove City that exceed the maximum allowable width, height, length, or weight as described in Chapters 5577 and 4513 of the Ohio Revised Code is not permitted without a local special hauling permit required by Chapter 339.01 of the Codified Ordinances; and

WHEREAS, the Council of the City of Grove City determines it is in the best interest of the City to adopt the fine schedule imposed by Section 5577.99 of the Ohio Revised Code for such weight violations so that residents and visitors can operate on the roads of Grove City in a safe and healthy manner.

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

SECTION 1. Chapter 399 is hereby amended to include Section 339.12 as follows:

339.12 STATEMENT OF GROSS VEHICLE WEIGHT

(a) No person shall issue or aid in issuing any bill of lading or other document of like nature in lieu thereof, which bill or document is to accompany a shipment of goods or property by truck, trailer, semitrailer, commercial tractor, or any other commercial vehicle used for the transportation of property, the gross weight of which, with load, exceeds three tons, with intent to defraud by misrepresenting thereon the weight of such goods or property to be so transported.

(b) Any driver or operator of a commercial car, trailer, or semitrailer may obtain from any person, firm, partnership, corporation, or association, including the owner, lessee, or operator of such commercial car, trailer, or semitrailer, owning and operating sealed scales in this state, a written "statement of gross vehicle weight" showing the gross weight of the vehicle including the cargo on the vehicle, the name and address of the person issuing the statement, and the date and place where the vehicle and its cargo were weighed. The driver or operator of the commercial car, trailer, or semitrailer shall retain such statement of gross vehicle weight on his person, and any law enforcement officer of this state may request that such driver or operator exhibit it to him. If, upon examining the statement of gross vehicle weight, the law enforcement officer has reason to believe that the information contained therein is correct in every respect, he shall indorse it with his name and the date and place where it was exhibited to him. The law enforcement officer may then permit such driver or operator to proceed without weighing by a law enforcement officer of this state. No person shall willfully issue a written statement of gross vehicle weight and knowingly give any false information in such statement.

SECTION 2. Section 339.99 shall be amended as follows:

339.99 PENALTY.

(a) In addition to violations of this Chapter identified as misdemeanors, any party who operates without a permit required by Section 339.01 and violates the weight provisions of Ohio R.C. 5577.01 to 5577.07, or the weight provisions in regard to highways under Ohio R.C. 5577.04 shall be fined $80 for the first two thousand pounds, or fraction thereof, of overload; for overloads in excess of two thousand pounds, but not in excess of five thousand pounds, such person shall be fined $100, and in addition thereto $1 per one hundred pounds of overload; for overloads in excess of five thousand pounds, but not in excess of ten thousand pounds, such person shall be fined $130 and in addition thereto $2 per one hundred pounds of overload, or imprisoned not more than thirty days, or both. For all overloads in excess of ten thousand pounds such person shall be fined $160, and in addition thereto $3 per one hundred pounds of overload, or imprisoned not more than thirty days, or both. Whoever violates the weight provisions of vehicle and load relating to gross load limits shall be fined not less than $100. No penalty prescribed in this division shall be imposed on any vehicle combination if the overload on any axle does not exceed one thousand pounds, and if the immediately preceding or following axle, excepting the front axle of the vehicle combination, is under-loaded by the same or a greater amount. For purposes of this division, two axles on one vehicle less than eight feet apart, shall be considered as one axle. Such fines shall be deposited into the treasury of the City and credited to any fund for the maintenance and repair of municipal roads, highways, bridges, or culverts.

(b) Whoever violates Section 339.12 of the Codified Ordinances shall be fined not more than five thousand dollars ($5,000.00) or imprisoned for not less than thirty days nor more than six months, or both.

SECTION 3. That this Ordinance shall take effect at the earliest date provided by law.

Ted Berry, President of Council

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 03/29/22	No.: CR-22-22
Introduced By: Ms. Houk	1st Reading: 04/04/22
Committee: Service	Public Notice:
Originated By: Ms. Fitz.	2nd Reading:
Approved: Houk	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

RESOLUTION NO. CR-22-22

A RESOLUTION TO AUTHORIZE PARTICIPATION IN THE ODOT CONTRACT FOR ROAD SALT

WHEREAS, the City of Grove City, Ohio, County of Franklin, (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's annual winter road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the road salt contract; and

d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract's effective period; and

f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April 29, by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email:

Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

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

SECTION 1. This participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract.

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

____
Ted A. Berry, President of Council

____
Richard L. Stage, Mayor

Passed:
Effective:

Attest:

____
Tami K. Kelly, Clerk of Council

I Certify that this
resolution is correct as to form.

____
Stephen J. Smith, Director of Law

Date:	03-29-22	No.:	C-22-22
Introduced By:	Mr. Holt	1st Reading:	04/04/22
Committee:	Finance	Public Notice:	04/05/22
Originated By:	Mr. Smith	2nd Reading:	04/18/22
Approved:	Mr. Boso	Passed:____ Rejected:	
Emergency:___	30 Days: X	Codified:___ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE C-22-22

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

WHEREAS, in 2021 the City provided dispatching and communication services for Pleasant Township; and

WHEREAS, the Parties wish to enter into a new Agreement for an additional five (5) year term; 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 new multi-year dispatching and communication services agreement with Pleasant Township upon the terms and conditions set forth in Exhibit A.

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

Ted A. Berry, 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-22-22

AGREEMENT

Agreement to provide communication services ("Agreement") for the Pleasant Township ("Township") Fire Department by the City of Grove City ("City") is made and entered into on the _____ day of _____________, 2022, by and between the City, an Ohio Municipal Corporation, and the Township, an Ohio Political Subdivision.

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

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

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

WHEREAS, the one - year expired on December 31, 2021; and

WHEREAS, the Parties wish to enter into a new Agreement for an additional five (5) year term; and

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

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

1) Providing the Township access to the City's computer aided dispatch ("CAD") network for the purpose of accessing CAD call reports;

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

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

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

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

II. Additionally, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

V. The current agreement in which the Township pays the City $25,023.24 expired on December 31, 2021.

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

1) For calendar year 2022 the township shall pay to the City $25,773.94 annually for such communication services.

2) For calendar year 2023 the township shall pay to the City $26, 547.16 annually for such communication services.

3) For calendar year 2024 the township shall pay to the City $27, 343.57 annually for such communication services.

4) For calendar year 2025 the township shall pay to the City $28,163.88 annually for such communication services.

5) For calendar year 2026 the township shall pay to the City $29,008.80 annually for such communication services.

6) Township payments to the City shall be made quarterly.

VII. This Agreement shall be for a period of five (5) years commencing on January 1, 2022, and ending on December 31, 2026 unless otherwise terminated earlier, as provided for herein.

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

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

1) The City shall give notice to the Township thirty (30) days prior to the one hundred and eighty (180) day extension request period described below in paragraph 2.

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

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

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

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

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

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

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

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

CITY OF GROVE CITY, OHIO

____
Charles W. Boso, Jr.
City Administrator

PLEASANT TOWNSHIP, OHIO

____
Randi Good
Trustee

____
Ed Sheets
Trustee

____
Nancy Hunter
Trustee

Approved as to form:

____
Stephen J. Smith, Law Director

Approved as to form:

____

Date: 03-29-22	No.: C-23-22
Introduced By: Mr. Holt	1st Reading: 04/04/22
Committee: Finance	Public Notice: 04/05/22
Originated By: Mr. Smith	2nd Reading: 04/18/22
Approved: Mr. Boso	Passed:____ Rejected:
Emergency:___ 30 Days: X	Codified:___ Code No:
Current Expense:________	Passage Publication:

ORDINANCE C-23-22

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

WHEREAS, on July 6, 2017, this Council enacted Ordinance C-28-17 which approved a multi-year dispatching and communication services agreement with Prairie Township that expired on December 31, 2019; and

WHEREAS, the Parties wish to enter into a new Agreement for an additional five (5) year term; 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 new multi-year dispatching and communication services agreement with Prairie Township upon the terms and conditions set forth in Exhibit A.

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

Ted A. Berry, 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-23-22

AGREEMENT

Agreement to provide communication services ("Agreement") for the Prairie Township ("Township") Fire Department by the City of Grove City ("City") is made and entered into on the _____ day of _____________, 2022, by and between the City, an Ohio Municipal Corporation, and the Township, an Ohio Political Subdivision.

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

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

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

WHEREAS, the original three - year agreement was signed on May 24, 2017 and an additional one – year agreement expired on December 31, 2021; and

WHEREAS, the Parties wish to enter into a new Agreement for an additional five (5) year term; and

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

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

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

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

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

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

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

II. Additionally, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

V. The current agreement in which the Township pays the City $218,355.06 expired on December 31, 2021.

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

1) For calendar year 2022 the township shall pay to the City $224,905.71 annually for such communication services.

2) For calendar year 2023 the township shall pay to the City $231,652.88 annually for such communication services.

3) For calendar year 2024 the township shall pay to the City $238,602.64 annually for such communication services.

4) For calendar year 2025 the township shall pay to the City $245,769.71 annually for such communication services.

5) For calendar year 2026 the township shall pay to the City $253,142.53 annually for such communication services.

6) Township payments to the City shall be made quarterly.

VII. This Agreement shall be for a period of five (5) years commencing on January 1, 2022 and ending on December 31, 2026 unless otherwise terminated earlier, as provided for herein.

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

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

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

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

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

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

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

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

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

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

CITY OF GROVE CITY, OHIO

Charles W. Boso, Jr.
City Administrator

Approved as to form:

Stephen J. Smith, Law Director

PRAIRIE TOWNSHIP, OHIO

Allen Scott, OFE
Township Fire Chief

Approved as to form:

CERTIFICATION OF FUNDS

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

Sherry Henning, Fiscal Officer

Date

Date: 03-29-22	No.: C-23-22
Introduced By: Mr. Holt	1st Reading: 04/04/22
Committee: Finance	Public Notice: 04/05/22
Originated By: Mr. Smith	2nd Reading: 04/18/22
Approved: Mr. Boso	Passed: ___ Rejected:
Emergency: ___ 30 Days: X	Codified: ___ Code No:
Current Expense: ___	Passage Publication:

ORDINANCE NO. C-24-22

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF $9,000,000, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE CITY'S PARK AND RECREATIONAL FACILITIES BY CONSTRUCTING THE BEULAH COMMUNITY PARK TO INCLUDE, AMONG OTHER IMPROVEMENTS, AN AMPHITHEATER, VARIOUS UTILITY, ROADWAY AND PEDESTRIAN RELATED IMPROVEMENTS, FITNESS AREAS TOGETHER WITH RELATED EQUIPMENT, A SPLASH PAD, VARIOUS STRUCTURES, LANDSCAPING, STREET LIGHTING, SIGNAGE AND PARKING, TOGETHER WITH ALL OTHER NECESSARY APPURTENANCES THERETO

WHEREAS, pursuant to Ordinance No. C-22-21 passed May 17, 2021, notes in anticipation of bonds in the aggregate principal amount of $9,000,000, dated July 8, 2021 (the "*Outstanding Notes*"), were issued for the purpose described in Section 1 to mature on July 7, 2022; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other funds available to the City; and

WHEREAS, this Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 1, the estimated maximum maturity of the Bonds described in Section 1 and the maximum maturity of the Notes described in Section 3; and

WHEREAS, the Director of Finance has certified to this Council that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five (5) years, the estimated maximum maturity of the Bonds described in Section 1 is at least twenty (20) years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is July 8, 2041;

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

SECTION 1. It is necessary to issue bonds of this City in the maximum principal amount of $9,000,000 (the "*Bonds*") for the purpose of paying the costs of improving the City's park and recreational facilities by constructing the Beulah Community Park to include, among other improvements, an amphitheater, various utility, roadway and pedestrian related improvements, fitness areas together with related equipment, a splash pad, various structures, landscaping, street lighting, signage and parking, together with all other necessary appurtenances thereto (the "*Improvement*").

SECTION 2. The Bonds shall be dated approximately June 1, 2023, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in twenty (20) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds, in any fiscal year in which principal is payable, shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2023.

SECTION 3. It is necessary to issue and this Council determines that notes in the maximum principal amount of $9,000,000 (the "*Notes*") shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 1 and to retire, together with other funds available to the City, the Outstanding Notes and to pay any financing costs. The principal amount of Notes to be issued (not to exceed the stated maximum amount) shall be determined by the Director of Finance in the certificate awarding the Notes in accordance with Section 6 of this Ordinance (the "*Certificate of Award*") as the amount which, along with other available funds of the City, is necessary to provide for the retirement of the Outstanding Notes and to pay any financing costs. The Notes shall be dated the date of issuance and shall mature not more than one year following the date of issuance; *provided* that the Director of Finance shall establish the maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award in accordance with Section 6 of this Ordinance.

SECTION 4. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose or at the office of the Director of Finance if agreed to by the Director of Finance and the original purchaser (the "*Paying Agent*"). The Director of Finance is authorized, to the extent necessary or appropriate, to enter into an agreement with the Paying Agent in connection with the services to be provided by the Paying Agent after determining that the signing thereof will not endanger the funds or securities of the City.

SECTION 5. The Notes shall be signed by the Mayor and the Director of Finance in the name of the City and in their official capacities, *provided* that one of those signatures may be a facsimile. The Notes shall be issued in minimum denominations of $100,000 (and may be issued in denominations in such amounts in excess thereof as requested by the original purchaser and approved by the Director of Finance) and with numbers as requested by the original purchaser and approved by the Director of Finance. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Ohio Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

"*Book entry form*" or "*book entry system*" means a form or system under which (a) the ownership of beneficial interests in the Notes and the principal of and interest on the Notes may be transferred only through a book entry, and (b) a single physical Note certificate in fully registered form is issued by the City and payable only to a Depository or its nominee as registered owner, with the certificate deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

"*Depository*" means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of and interest on the Notes, and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"*Participant*" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (a) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (b) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (c) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (d) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

SECTION 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the Director of Finance in accordance with law and the provisions of this Ordinance. The Director of Finance shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Mayor, the City Administrator, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Ohio Revised Code.

SECTION 7. The proceeds from the sale of the Notes received by the City (or withheld by the original purchaser or deposited with the Paying Agent, in each case on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. The Certificate of Award may authorize the original purchaser to (a) withhold certain proceeds from the sale of the Notes or (b) remit certain proceeds from the sale of the Notes to the

Paying Agent, in each case to provide for the payment of certain financing costs on behalf of the City. If proceeds are remitted to the Paying Agent in accordance with this Section 7, the Paying Agent shall be authorized to create a fund in accordance with the Certificate of Award for that purpose. Any portion of those proceeds received by the City (after payment of those financing costs) representing premium or accrued interest shall be paid into the Bond Retirement Fund.

SECTION 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

SECTION 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the four-mill limitation imposed by the Charter of the City, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Notes or the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Notes or the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and the laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Notes and the Bonds.

SECTION 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the "*Code*") or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Notes, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Notes, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes. The Director of Finance or any other officer of the City having responsibility for issuance of the Notes is specifically authorized to designate the Notes as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Each covenant made in this Section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure the exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Notes.

SECTION 11. The Director of Finance is authorized to request a rating for the Notes from Moody's Investors Service, Inc. or S&P Global Ratings, or both, as the Director of Finance determines is in the best interest of the City. The expenditure of the amounts necessary to secure any such ratings as well as to pay the other financing costs (as defined in Section 133.01 of the Ohio Revised Code) in connection with the Notes is hereby authorized and approved and the amounts necessary to pay those costs are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

SECTION 12. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Notes and securities issued in renewal of the Notes and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. To the extent they are not paid or reimbursed pursuant to the Certificate of Award, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

SECTION 13. The services of Baker Tilly Municipal Advisors, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. To the extent they are not paid or reimbursed pursuant to the Certificate of Award, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

SECTION 14. The Clerk of Council is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance to the County Auditor of Franklin County, Ohio.

SECTION 15. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no charter, statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

SECTION 16. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 17. This Ordinance shall be in full force and effect on the earliest date permitted by law.

____
Ted A. Berry, President of Council

Passed: ____________, 2022

____
Richard L. Stage, Mayor

Effective: ____________, 2022 Attest:

____
Tami K. Kelly, MMC, Clerk of Council

I certify that this Ordinance is correct as to form.

____
Stephen J. Smith, Director of Law