

GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

April 03, 2023

6:30 Caucus

7:00 p.m. Regular Meeting

Call to Order: Pres. Berry / Roll Call: Clerk of Council / Approval of Minutes / Welcome & Reading of Agenda: Pres.

LANDS: Mr. Schottke

Ordinance C-63-22 Approve the rezoning of 144.27+ acres located North of S.R. 665 and East of S.R. 104 from SF-1 (single-family residential) to PUD-R (planned unit development – residential) with Zoning Text. Second reading and public hearing.

Ordinance C-11-23 Approve a Special Use Permit for a Day Care for Daystarz Child Care LLC located at 5968 Hoover Road. First reading.

Resolution CR-56-22 Approve the Development Plan for Communities at Plum Run located North of S.R. 665 and East of S.R. 104.

SERVICE: Ms. Houk

Ordinance C-12-23 Accept a Public Easement for a Shared Use Path from First Baptist Church of Grove City. First reading.

FINANCE: Mr. Holt

Ordinance C-10-23 Authorize the City Administrator to enter into an Agreement with Adopt-A-Highway Litter Removal Service of America, Inc. Second reading and public hearing.

Ordinance C-13-23 Appropriate \$4,250,000.00 from the Pinnacle Tax Increment Financing Fund and \$4,250,000.00 from the General Fund for the Current Expense of Improvements to Holton Road and declaring an emergency.

Ordinance C-14-23 Appropriate \$479,300.00 from the Local Fiscal Recovery Fund for the Current Expense of Engineering Services for the Columbus Street Wet Weather Sanitary Relief Sewer and Storm Relief Sewer. First reading.

Ordinance C-15-23 Authorize the City Administrator to enter into a Memorandum of Understanding amending the current Agreement with the Fraternal Order of Police/Ohio Labor Council, Inc., Police Dispatchers. First reading.

Call for New Business

Call for Dept. Reports & Closing Comments

Adjourn

ON FILE: Minutes of: 03/20 Council; 03/22 Plan. Comm.

Date: 09/12/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-63-22
1st Reading: 09/19/22
Public Notice: 09/20/22
2nd Reading: 11/07/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

Postponed
to 12/5
12/19
02/21/23
03/06/23
04/03/23

ORDINANCE C-63-22

AN ORDINANCE FOR THE REZONING OF 144.27+ ACRES
LOCATED NORTH OF STATE ROUTE 665 AND EAST OF
STATE ROUTE 104 FROM SF-1 TO PUD-R WITH ZONING TEXT

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

WHEREAS, the Planning Commission approved the rezoning on Sept. 06, 2022; and

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

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

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

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 1105 *and being all of that tract of land as conveyed to S & W Huggett Ohio LLC, as recorded in Official Records, Instrument No. 200809300146421, Recorder's Office, Franklin County, Ohio*, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

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

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

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

Zoning Description

144.27 Acres

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey No. 1105 and being all of that tract of land as conveyed to S & W Huggett Ohio LLC of record in Instrument Number 200809300146421, all deed references refer to the records of the Recorder's Office Franklin County, Ohio and described as follows:

Beginning at the northeasterly corner of said S & W Huggett Ohio LLC tract at the intersection of the southerly line extended of that plat entitled Scioto Meadows Section 1 Part 1 of record in Plat Book 89, Page 3, with the centerline of State Route 665;

Thence South $5^{\circ}34'09''$ East with said centerline a distance of 2567.35 feet to an angle point in said centerline;

Thence North $82^{\circ}15'14''$ West continuing with said centerline a distance of 2215.35 feet to the southeasterly corner of a 2.204 acre tract as conveyed to Steve M. and Sharon Doersam of record in Instrument Number 201101070004133;

Thence with the perimeter of said 2.204 acre tract the following courses:

North $7^{\circ}25'40''$ East a distance of 481.11 feet to a corner thereof;

North $82^{\circ}34'20''$ West a distance of 200.00 feet to a corner thereof;

South $7^{\circ}25'39''$ West a distance of 480.00 feet to a corner thereof in the centerline of said State Route 665;

Thence North $82^{\circ}15'14''$ West with said centerline a distance of 1629.33 feet to the southeasterly corner of a 1.520 acre tract as conveyed to Kip A. and Barbara R. Thompson of record in Instrument Number 200506210120647;

Thence with the perimeter of said 1.520 tract the following courses:

North $7^{\circ}46'04''$ East a distance of 290.74 feet to a corner thereof;

North $80^{\circ}15'21''$ West a distance of 180.18 feet to a point in the easterly right-of-way line of State Route 104;

Thence North $3^{\circ}41'08''$ East with said easterly right-of-way line a distance of 543.33 feet to an angle point in said right-of-way line;

Thence North $86^{\circ}26'33''$ West with said easterly right-of-way line a distance of 54.70 feet to a point in the centerline of said State Route 104;

Thence North $3^{\circ}41'45''$ East with said centerline a distance of 113.01 feet to a point;

Zoning Description

144.27 Acres

Thence partly with the southerly line of a 1.0614 acre tract as conveyed to Daniel Riffe of record in Instrument Number 200309110290430 and partly with the southerly line of Scioto Meadows Section 1 Part 2 (Plat Book 89, Page 3) the following courses:

North 84°47'39" East a distance of 2928.35 feet to a corner thereof;

North 3°52'11" East a distance of 686.51 feet to a corner thereof;

North 85°01'11" East a distance of 950.27 feet to the **Point of Beginning** and containing **144.27 acres** of land more or less.

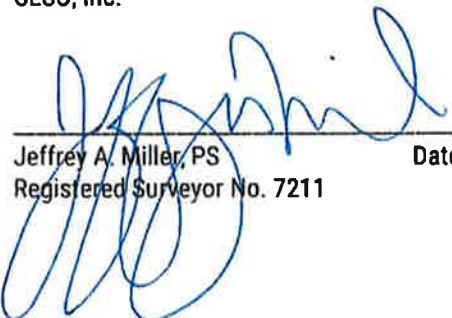
Subject to all covenants, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared for Zoning Purposes only.

The Basis of Bearing for this description is South 05°34'09" East for a portion of State Route 665.



CESO, Inc.

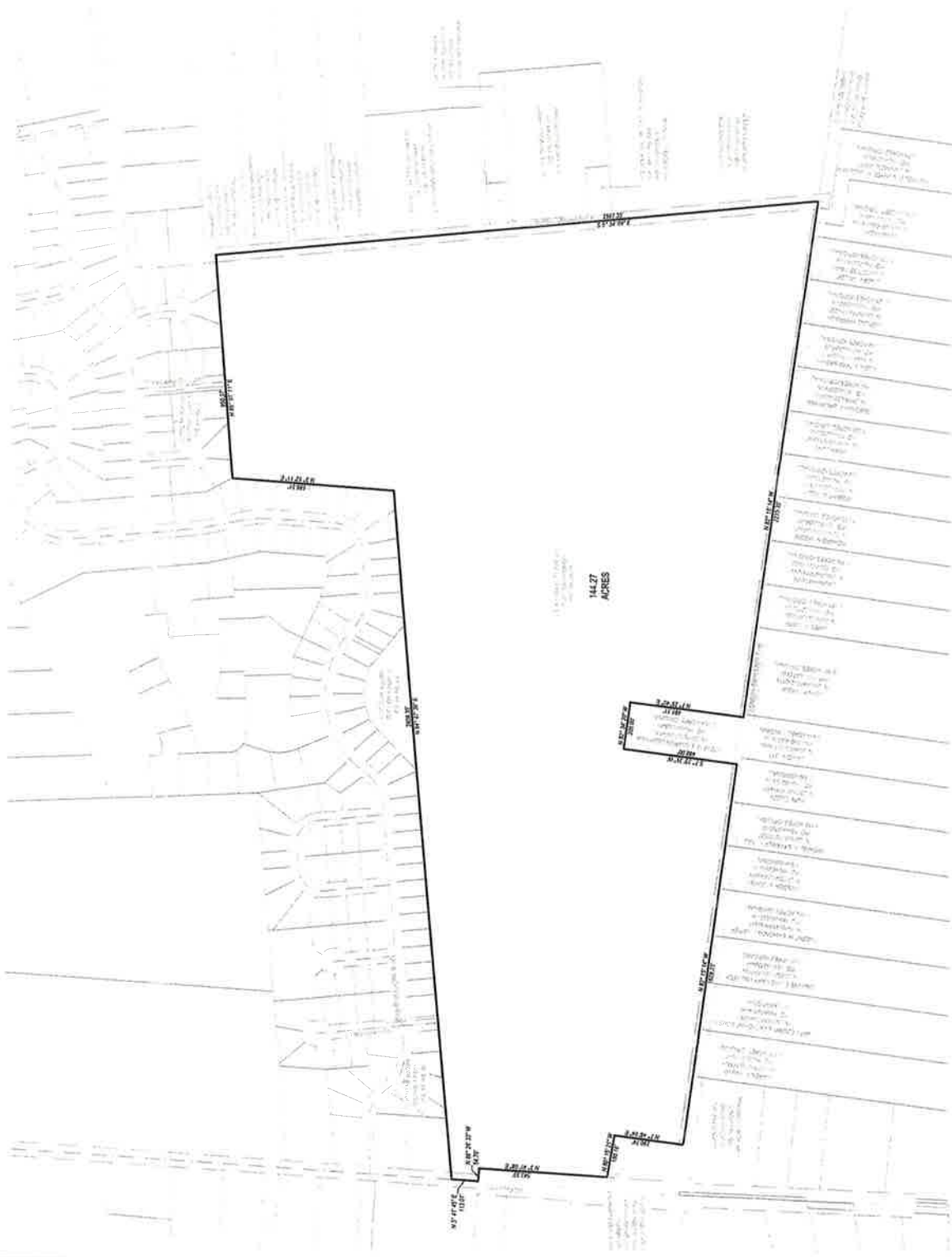
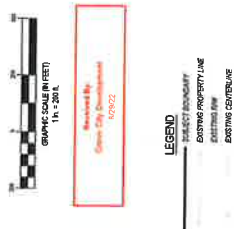

Jeffrey A. Miller, PS
Registered Surveyor No. 7211

9-1-21
Date 09/01/2021



PULTE HOMES OF OHIO, LLC
COMMUNITIES AT PLUM RUN
(HUGGETT PROPERTY)
FRANKLIN COUNTY, OH
CITY OF GROVE CITY

DATE	7/23/98
NOT FOR CONSTRUCTION	
DATE	SEPTEMBER 2021
SHEET NO.	7533H
BY	DAC
CHECKED	APC
DATE	5/98



05.06.22
PULTE – COMMUNITIES AT PLUM RUN
(Huggett Property)
Development Standards and Zoning Text
Grove City, Ohio

CURRENT ZONING: SF-1 (SINGLE FAMILY)

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

Property Owners: S & W Huggett Ohio LLC
14337 US Rte. 23
Ashville, OH 43103

Applicant: Pulte Homes of Ohio LLC
475 Metro Place S. Ste. 200
Dublin, OH 43017

Authorized Representative: Thomas L. Hart
Painter and Associates
5029 Cemetery Road
Hilliard, OH 43026

I. PROPERTY

The property ("Property") consists of approximately 144.27 acres± acres north and west of London-Groveport Road (S.R. 665) and east of Jackson Pike (S.R. 104) as further described on the attached Final Development Plan, legal description (Exhibit A) and Survey (Exhibit B).

II. INTRODUCTION

The proposed community will consist of a mixture of single-family homes designed for families with children and free-standing patio/condominium homes designed with a minimum of two bedrooms on the first floor and no more than 50% of the first-floor area permitted on the second floor (if a second-floor option is chosen by the customer). The patio/condominium homes are designed for buyers seeking "first floor living" and typically appeal to the active adult consumer who desires community lifestyle services such as lawn/landscape maintenance and snow removal. Patio home lifestyle living is in high demand in the area as active adults continue to downsize but prefer to stay in their own community. The community is designed as an enclave opportunity for this type of living in an area with access to parks and trails in close proximity to children and grandchildren living nearby. The style, size and types of conventional single-family homes are consistent with the adjacent

communities, but include updated home designs, features and enhanced values.

The site plan will activate and allow regional access to the Plum Run stream corridor by providing scenic overlooks as well as by locating the regional multi-use path within the property and near the stream.

III. GENERAL PROVISIONS

- a. The provisions outlined within these development standards zoning text and the Subarea Map/Illustrative Plan(Exhibit C) shall apply to the 144.27 +/- acres of land as described in Exhibit A unless otherwise approved by Grove City Council. Other provisions of the Grove City Code (the "Code"), including the Standard drawings and other policies shall only apply to the extent that this zoning text does not address such matters. Any deviations from the standards outlined in the text may be granted by City Council, through the development plan.
- b. This PUD-R development is divided into three Subareas A, B, and C with applicable standards for each described herein.
- c. All provisions of this text are severable. If a court of competent jurisdiction 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 affected by that decision.
- d. Where there is or appears to be a conflict between the approved text and development plan, the more restrictive requirements shall apply. Where there is or appears to be a conflict between the text and the Code, the zoning text shall control.

IV. PERMITTED AND ACCESSORY USES

- a. The Communities at Plum Run PUD will be a residential neighborhood that shall contain detached single-family homes on public streets (Plum Run Ridge) and detached Patio/Condominium Homes (Plum Run Preserve) on private streets.
- b. A maximum number of detached single-family homes shall be permitted at three-hundred sixty (360) with lot standards and governed by regulations as further provided herein.
- c. Open spaces for the purpose of recreation, stormwater management and stream corridor protection zones, as estimated on plan exhibits and are to be confirmed with final engineering, surveying and construction plan review.

- d. Other permitted uses shall include entry features, site landscape fences or walls, signs, columns, related landscape lighting, multi-use paths and scenic overlooks to incorporate natural views, playground/tot lot, landscaping structures and benches to enhance open space, signage, trees and other plantings, protected natural areas of the stream corridor, model homes and related operations and other features incidental to detached single-family housing.
- e. Accessory uses shall be regulated in accordance with the Grove City Zoning Code.
- f. Model homes under City Code and with standards provided herein. Off- street parking for model homes may be permitted on one or more lots.
- g. Each home in Subareas A and B shall be on fee-simple platted lots. Homes in Subarea C are intended to be owned in a condominium form of ownership under ORC 5311.

V. GENERAL DEVELOPMENT STANDARDS

- a. Density. The density of the site shall not exceed Three Hundred Sixty (360) units, with a maximum gross density of +/-2.50 dwelling units per acre.
- b. Entryways. Landscaped entry features to the site will be located on London-Groveport Road (SR 665, two entrances for single family subareas) and Jackson Pike (SR 104) with lesser landscaping provided at Ravines End Drive and Ann Arundal Lane for the single-family Subareas A and B. . Separate entrances and entry features to the patio homes/condominium Subarea C from London-Groveport Road are also provided. The entrances shall incorporate design elements as depicted on exhibits and site plans and may include fencing, landscaping walls, signage, columns/piers, fountains, and related landscaping and lighting within open spaces. Entry signage is permitted at all entrances off Jackson Pike and London Groveport Road and shall meet signage requirements and setbacks of Chapter 1145 and the landscaping requirements of Section 1136.09(a)(1).
- c. Streets.
 - 1. All Public Streets shall be a minimum of 28 feet in width (as measured from face to face).
 - 2. All Private Streets shall be a minimum of 24 feet in width (as measured from face to face), owned and maintained by the Condominium or Homeowners Association. Private streets shall be permitted to deviate from the public roadway standards as part of the Final Development Plan for the patio/condominium subarea. Such deviations shall be approved as part of the

Final Development Plan.

3. The Developer shall work with the City staff to devise traffic calming measures and strategies to slow traffic on longer street runs, with special attention to Street A, from Jackson Pike and through Subarea A. Review of such traffic calming strategies shall be subject to the city's standards and may include the following: narrowing with mid-block curb "pinch points", especially at key pedestrian crossings, landscape street islands at key mid-street points, raised pavement at pedestrian or other street intersections, and striping techniques that create the driver perception of narrowing at the same pedestrian and street crossings.
- d. Sidewalks and Multi-Use Paths. Each street shall have a path and/or sidewalk on each side. An 8-foot-wide regional path shall be constructed and dedicated for public use to provide recreational opportunity to the residents of the neighborhood as well as the larger community and to access the natural areas bordering Plum Run as depicted on the Final Development Plan. Final sidewalk and path locations shall be approved on the Final Development Plan with allowance for the balancing of aesthetics, construction feasibility, maintaining grade, topography and drainage, and/or existing vegetation.
- e. Open Space. Open space is estimated on plan exhibits and is subject to final engineering, surveying and construction plan review.
 1. Open space is to be reserved for passive activities, as well as recreation, and will include benches and other seating areas, along with connecting paths and sidewalk accesses as generally shown on the Final Development Plan.
 2. Open space calculations may vary from the calculations provided on Final Development Plan Exhibits based on minor site plan adjustments for final engineering, utility and other field location decisions as shown on the final engineering plan/plats provided such final open space calculations meet the requirements of Section 1101.09(b) and such adjustments are approved by the City.
 3. Open space, including stormwater ponds, structures, facilities and paths shall be owned and maintained by the owners' associations, unless otherwise agreed with the City under an approved Development Agreement or if approved by Council at the time of platting.
 4. The Plum Run stream corridor and associated floodplain shall be preserved and may contribute to the required open space per Section 1101.09(b) provided that the area is activated by a path system and scenic overlooks.
 - i. Open space amenities and specific open space acreages shall be depicted on the Final Development Plan as determined by final engineering. Open

space shall include Playgrounds and related facilities as depicted on plan exhibits and may also include elements such as bicycle racks and trash receptacles for the convenience of homeowners and guests.

- f. Site Lighting. Site lighting on the public streets shall meet the current requirements of Grove City Code and the lighting fixtures will match the fixtures in the adjacent community of Scioto Meadows. The Private Street lighting will be similar to the fixtures in the Public Street area but will be owned and maintained by the owners' association (or via a "lease lighting" program entered into by the condominium association and the local utility provider, e.g., AEP). Street intersections shall be lighted with more limited lighting and spacing of lights on streets away from intersections.
- g. Fencing.
 - 1. Site landscape fencing ("off-lot") as depicted in plan exhibits, may be located at entry features and within perimeter setback areas along Jackson Pike and London Groveport Road and is to be white three-rail of a white vinyl, composite or weather resistant material.
 - 2. All "on-lot" fencing shall not exceed the following heights: unless otherwise specified: 48" for yard fences. 72" for privacy fences around patios, hot tubs, etc.
 - 3. In addition to the standards set forth in this text, all on-lot fence heights and styles are subject to written approval of the owners' association prior to installation.
 - 4. Pool fencing shall be as required by applicable governmental rules and regulations and owners' association documents.
 - 5. Yard fencing may be permitted within subareas A and B, **Single Family** homes under the following standards:
 - i. All fences must be located on a property owner's property line(s) or setback a minimum of twenty-four inches (24") from the property line. Placement of a fence on the property line constitutes the acknowledgement of the property owner that a fence on a neighboring property may be erected to "tie-in" to such fence so that duplicate, parallel fences on adjacent properties can be avoided.
 - ii. No fence may be erected within four feet (4') of an existing fence on an adjacent property except where such fences "come together" to form a connection point of such fences.
 - iii. If the erection of an approved fence would result in the creation of an area

on a property owner's lot that cannot be accessed for maintenance purposes other than from an adjacent owner's property, a gate must be erected in such fence so that the property owner can maintain his/her entire lot without trespassing/entering upon such neighbor's property.

- iv. No fence may be erected closer to any street than the platted building setback line relative to such street. In the case of corner lots, the setbacks from BOTH streets shall apply.
 - v. Fences may not be erected to "clip a corner" or otherwise "box out" utility junction boxes that are located on the lot on which the fence is being erected. An Application that has been "Conditionally Approved" and which shows a fence alignment that results in such utility junction boxes being 'outside' of the fenced area of the yard are understood to require a change in alignment, such that the proposed fence follows property lines around the utility junction boxes, or runs parallel to property lines and is adequately set back from property lines to meet all of the foregoing requirements (including the requirement for one or more gates, if appropriate).
 - vi. All fences must be installed 'beauty-side out,' with all structural members (stringers) located on the side of the fence visible from the enclosed part(s) of the lot.
 - vii. Fences are required to comply with any and all height limitations established in City Code or community deed restrictions, whichever is more stringent.
 - viii. Fences must be erected along straight lines at consistent heights so as to provide a clean, professionally installed appearance; and all fence approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the fence in good condition, including replacement of damaged, broken or missing fence boards, and painting/staining as appropriate from time-to-time (including gate hardware visible from the outside of the fenced yard). The 'standard' for fence maintenance and appearance is the general appearance of other fences and improvements within the same subdivision.
 - ix. Fences intended to enclose the rear yard of a Lot ("Rear-Yard Fencing") shall adhere to the style of fence as depicted on Exhibit F-1 attached hereto or substantially similar to style depicted in Exhibit F-1.
6. Yard fencing may be permitted within Subarea C **Patio Homes** under the following standards:
- i. Fences are required to comply with any and all height limitations

established in City Code or the applicable deed restrictions, whichever limitations are stringent.

- ii. Fences must be erected along straight lines at consistent heights so as to provide a clean, professionally installed appearance; and all fence approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the fence in good condition, including replacement of damaged, broken or missing fence boards, and painting/staining as appropriate from time-to-time (including gate hardware visible from the outside of the fenced yard). The 'standard' for fence maintenance and appearance is the general appearance of other fences and improvements within the same condominium.
7. Patio privacy fencing may be permitted with subarea C Patio Homes under the following standards:
- i. Privacy screening fences may not fully enclose a lot or patio. The privacy screening fence is only to be installed adjacent to patios and shall only be located along one side of any patio.
 - ii. Privacy screening is not to exceed 6' in height and should not extend longer than 20' beyond the depth of the structure.
 - iii. Unless otherwise permitted by the Design Review Board as established by the owners' association documents, the privacy screening is to be white vinyl with an open lattice style top as generally depicted on Exhibit "F-2".
- h. Retention Ponds. Retention Ponds shall comply and be constructed in accordance with Grove City's Stormwater Design Manual, unless otherwise permitted by this text.
- i. Landscaping, Screening, and Tree Preservation.
- 1. Screening of Service Structures
 - a. Service structures shall be screened per Code (Section 1136.08).
 - 2. Unit Trees
 - a. There shall be three (3) trees planted per single-family residence.
 - b. Trees may be small, medium or large species and shall be a minimum of two (2) inches in caliper at installation or a minimum of six (6) feet in height, if evergreen.
 - c. Multi-stem and evergreen trees are permitted to account for trees required

for Subarea C.

- d. Trees shall be arranged within the front, side or rear yard areas with emphasis on the front facades in all Subareas. In addition, trees required for Subarea C may be located within any open space or setback area of any Subarea.
- e. In the case that trees die, trees shall be re-installed by the developer or the HOA per the final development plan.

3. Foundation Plantings

- a. A minimum of one-third (1/3) of the façade, or facades in the case of corner lots, fronting the public or private street shall be landscaped adjacent to the foundation with a minimum of five (5) shrubs, ground cover or ornamental plantings.
- b. The average height of foundation plantings at installation shall be twenty-four (24) inches minimum.

4. Perimeter Landscape Treatment

- a. A landscape treatment shall be provided in the open space reserve areas between residential lots and London-Groveport Road (SR 665) and Jackson Pike (SR 104) as detailed in the Final Development Plan, including the following:
 - i. Mounding shall vary in height and slope to create a rolling, natural appearance. Mound heights may range up to eight (8) feet, with average heights ranging from four (4) to six (6) feet. Slopes may range from 3:1 to 10:1. Mounding shall be located outside the public right-of-way and shall not obstruct site distance at any driveways or public intersections.
 - ii. Plantings at a rate of seven (7) evergreen trees, two (2) large deciduous trees and one (1) ornamental tree per one hundred (100) linear feet of lot perimeter.
 - iii. Evergreen trees shall be installed at a minimum height of six (6) feet. Deciduous trees shall be installed at a minimum caliper of two and one-half (2½) inches.
 - iv. Ornamental trees shall be installed at a minimum height of seven (7) feet, and shall be a minimum of 1.75" caliper at time of installation.

5. Street Trees

- a. Street trees shall be located along all streets within the Communities at Plum Run development and be spaced per chapter 1136.09(b) of City code. Street trees shall be owned and maintained by the Homeowners/Condominium Association, unless located on owner's lots. If trees die, street trees shall be replaced by the Homeowners/Condominium Association.
- b. Street trees shall vary in species to prevent a monoculture so long as they are in accordance with the City's planting list as approved by the City's Urban Forester. Invasive plant species - as listed by the Ohio Department of Natural Resources (ODNR) shall be prohibited and the use of native plants will be encouraged. The amount and type of trees shall be approved by the City's Urban Forester.
- c. At time of installation, all street trees shall have a clear canopy height of at least five feet (5') above the ground for traffic safety purposes.
- d. The minimum distance between the tree and the back of the street curb shall be two and one-half feet (2-1/2'). In the areas where a sidewalk exists or is proposed, the minimum distance between the tree trunk and both the edge of the street and the sidewalk shall be two feet.
- e. The minimum trunk caliper measured at six inches above the root ball for all street trees shall be no less than two (2) inches.

6. Retention Area Planting

- a. There shall be one (1) tree planted on site for every fifty (50) lineal feet of retention area perimeter. Required trees are not required to be evenly spaced around the perimeter and can be grouped within the reserve containing the retention area provided that design meets the overall design intent of planting requirements and appropriate character for the development.
- b. Retention areas may be planted to provide natural character in areas adjacent to the Plum Run stream corridor in order to maintain and enhance the native character.
- c. Jute matting is permitted as an option for shoreline protection.

7. Preservation of Trees and Wooded Areas

- a. A 'No Disturb Zone' shall be placed on lots over the twenty (20) feet adjacent to the existing Scioto Meadows subdivision. No building or

storage shall be placed and no removal of plantings of any kind shall be permitted, but the clearing of plant material that is dead, dying or posing a hazard or threat may be allowed as determined by the Urban Forester for The City of Grove City. Any portion of those areas designated as a tree preservation zone which do not contain trees or existing vegetation other than grass shall be maintained per the Grove City Property Maintenance Code. Alteration of grade is prohibited, except as approved by the City of Grove City, for utility placement, rear yard storm sewers or structures, path or street placement and in keeping with positive drainage practices and subdivision grading requirements.

- b. Existing healthy trees with a minimum of 4" diameter as measured at DBH within the 100-year floodplain or Stream Corridor Protection Zone of Plum Run shall be preserved with the exception of the need for utilities, pedestrian path, scenic overlooks, accesses and/or road crossings. Ash Trees shall be removed as directed by the City's Urban Forester.

8. Grass and Groundcover

- a. Any open space along a prominent corridor, such as Jackson Pike and London Groveport Road, shall be maintained as turf grass established by seed. Sod installations and irrigation systems shall be utilized at entries from Jackson Pike and London Groveport Road where such entries include added planting and landscape features as depicted on final development plans.
- b. Other areas of the Development not covered by landscaping shall be planted per Code (Section 1136.11).

j. Parking.

- 1. Four parking spaces shall be provided for each dwelling unit with a minimum of two spaces in an attached garage of each home and two spaces in each driveway.
- 2. On-Street parking will be restricted to one side of the street on public streets (Non-Fire Hydrant side of the street). "No Parking" signs shall be installed as directed by the fire department or public service. On-Street parking shall be prohibited on private streets within Subarea C that are less than 28 feet in width. Parking on one side of the street opposite hydrants shall be allowed in Subarea C where streets are wider than 28 feet.
- 3. The parking or storage of boats, trailers, or recreational vehicles in a driveway within the subdivision shall be prohibited.

k. Signage.

1. Project signage including temporary signage, model home signage, and marketing signage is permitted under this PUD and shall comply with City Code standards, unless otherwise defined/requested with Final Development Plans. Any additional signage not approved with the Final Development Plan proposed on site shall meet code requirements and shall be approved by sign permit.

l. Utilities. All new utilities shall be located underground except for pedestals for electricity, cable, phone, or similar utilities.

m. No trash dumpsters shall be used except during construction, alteration, or repair of a home. Each resident shall be responsible for trash pickup and have individual trash containers.

n. Mailboxes and locations shall meet standard postal service requirements.

1. CBUs shall be located in appropriate areas as depicted on site plans, and/or as determined by the USPS and City during the site construction process.
2. All mailboxes or CBUs shall have a uniform and consistent design. These fixtures shall be decorative in appearance and shall match the quality and theme of other site fixtures within the community.
3. Landscaping shall be installed around CBUs as permitted by the USPS.

o. Playgrounds are as depicted and located on site plan exhibits.

VI. LOT STANDARDS AND AREA REQUIREMENTS

a. Subarea Standards

Sub-Area	Min. Lot Width*	Ranch / One-Story	1-1/2 & Two-Story	Sample Home Types Anticipated for Each Subarea***
A	70'	2,200	2,400	Greenfield, Hilltop, Riverton, Westchester, Allison II
B	70'	1,600	2,200	Greenfield, Hilltop, Riverton, Westchester, Allison 11, Newberry, Linwood, Mercer, Continental, Prosperity, Mystique
C	52'	1,300		Trailblazer, Discover, Blue Rock, Passport

*Minimum lot widths shall be measured at the building line.

**A minimum of 7% of the lots in the single-family subareas shall accommodate side-

loaded garages.

***The sample home types are provided for illustration and are not the only models to be built. Other models, home elevations, and house plans are approvable subject to Section VIII of this text.

- b. The following standards shall apply to the Subareas A and B single family lots, known as Plum Run Ridge.

Min. Lot size.....	8,400 sf Sub. A and B
Max. building coverage	35%
Max. height	35'
Min. parking	4 spaces, including garages
Min. side yard setback	7.0'
Min. side yard setback adjacent R.O.W.	20'
Min. front yard setback	30' (Subarea A)
Min. front yard setback	25' (Subarea B)
Min. rear yard setback.....	20'

- c. The following standards shall apply to the Subarea C Patio/Condo Homes, known as Plum Run Preserve.

Setback - SR 665 (Existing R/W)	50' Building and Pavement
Setback (Perimeter)	25'
Max. building coverage	25%
Max. height	35'
Min. parking	4 spaces, including garages
Min. setback between units	10' total
Min. building setback from curb.....	6'
Min. building setback from sidewalk.....	4'
Min. rear yard areas	per plan details (+/-25')
Min. square footage	1,200 sf one and two story*

*Patio/condo homes shall include a minimum of two bedrooms on the first floor and no more than 50% of the first floor area shall be permitted on the second floor, where a second floor option is provided for.

VII. BUILDING MATERIALS AND ARCHITECTURE

The architectural character of the homes shall comply with the standards outlined in this text and provide the general character shown in the exhibits entitled ***Pulte Homes Architecture Portfolio prepared for the Communities at Plum Run*** submitted with this application and differentiated per subarea. Final building elevations shall be approved with building permits. Plans and/or elevations in addition to those submitted with this text, and after Final Development Plan approval may be also be approved with such approvals not to be unreasonably withheld, to allow for alterations based on changes in market demand and customer preferences and selections over time, so long as they are consistent with the quality, character

and proportions of the building elevations as submitted with this text and subject to the following standards being met:

- a. Permitted Materials. The exterior of the buildings shall be restricted to the following materials and architectural elements listed below. The primary materials and details used on front elevations of homes shall be carried through to and utilized on all other elevations of the home in a manner that creates continuity, cohesive design and balance among all facades. Primary exterior materials shall be:
 1. LP Smart Side and Trim or an equivalent siding product
 2. Fiber cement siding such as Hardie Plank TM
 3. Aluminum or vinyl soffits and fascia
 4. Stone, cultured stone
 5. Brick, brick veneer
 6. Single or double hung low-e vinyl windows
 7. Dimensional architectural shingles
 8. Vinyl siding premium/architectural grade with a minimum thickness of .044 mills
 9. Wood
- b. Masonry Requirements: Front – All front elevations are to include not less than 25% brick, brick veneer, stone or cultured stone, exclusive of windows, door openings and garage doors. Homes may be permitted without the requirement of 25% masonry on the front elevation provided they are compatible with or complementary to the built environment, include appropriate massing, are traditional in character and design and include a minimum of two architectural elements from the following list; window mullions, window trim wrap, bay window or bay elements, vertical board and batten or shake style siding elements (provided such elements are compatible with the design, style, and character of the home and subject elevation), shutters, or decorative louvers of at least 3 sq. ft.
- c. Trim Requirements: Sides and Rear Windows/Doors – 3 ½” actual minimum trim required, but not if window is bordered by masonry or includes shutters. Trim material for windows front, sides and rear maybe vinyl.
- d. Major roof elements shall have a minimum 6:12 pitch. Secondary or accent roofs may have 3:12 pitch. Roof materials shall be of a medium or dark color.
- e. Garage doors shall be paneled and of one color and material (windows shall be allowed if consistent with architectural character and theme).
- f. Overhangs and Eaves: Required 8” minimum from outside walls.
- g. Exterior Colors

1. Siding colors. Natural earth tones and/or warm neutral colors, including white. High-Chroma colors are not permitted
 2. Trim colors. Natural earth tones and/or warm neutral colors, including white. Complementary or contrasting siding color. High- Chroma colors are not permitted.
 3. Roof Colors. Shingle colors shall be from the color range of natural materials, such as, but not limited to wood shakes, slate, etc.
- h. Basements. All homes in Subarea A shall have partial or full basements, soil conditions permitting.
- i. Garages and driveways. All homes shall have an attached, minimum two-car garage. Garage door openings shall not exceed 45% of the width of the house façade for a two-car garage or 50% of the width of the house façade for a three-car garage, including the garage.
- j. All elevations of the homes shall be articulated in a manner as to represent a similar character on all facades.
- k. Diversity. The same home design with the same front elevation shall not be constructed on lots that are adjacent to or directly across the street from one another. A lot shall be deemed to be directly across the street from any other lot that is located in whole or in part between two imaginary straight-line extensions of the side lot lines for the first lot which extend to the opposite site of the public right-of-way on which the first lot has frontage, as illustrated on and subject to the conditions noted on the Attachment "A" ***Pulte Homes Façade Diversity Standard Exhibit***. On corner lots, the diversity requirement shall be applied to the street on which the home's front façade is located. Houses with the same footprint may be allowed within the distance and parameters described above provided that such houses incorporate substantial differences in the front elevations such as material changes, configuration of front porch, etc. The Development Department shall have the final approval as to whether a change is "substantial."
- l. Accessory Structures. No detached garages, sheds or other accessory structures shall be permitted.
- m. All exposed courses of foundations of all homes shall comply with chapter 1135.10 (E) of City Code.
- n. Deviations to these standards shall be approved by City Council with the Development Plan.

- o. Four-Sided Architecture – the following elements and details shall be considered “design elements” for creating the standards for four-sided architecture. All homes shall have at least one element on each elevation, no blank facades shall be permitted.
 - 1. Doors
 - 2. Porches
 - 3. A window or grouping of windows at least 6 sq. ft.
 - 4. Window mullions
 - 5. Window trim wrap
 - 6. Faux shutters
 - 7. Dormers (active and inactive)
 - 8. Bay window or bay elements
 - 9. Chimney
 - 10. Water table
 - 11. Decorative louvers of at least 3 sq. ft.
 - 12. Other design elements and materials used as accents, including but not limited to accent siding, band boards, brackets, corbels, and/or decorated A-frames; subject to approval of the Development Department.
- p. High Impact and Special Treatment Areas; (See plan exhibit of the same title.)
 - 1. “*High Impact Areas*” – High Impact Area lots are shown on plan exhibits. In such areas, where the front or side elevations of homes are exposed to the adjacent roadways a minimum of two of the design elements from the list under (n) shall be included on each such elevation.
 - 2. “*Special Treatment Areas*” – Mounding and/or landscape screening, consisting of 7 evergreen trees (minimum height of 6 feet at install), 2 deciduous trees (minimum 2 1/2" caliper at install) and 1 ornamental trees (minimum height of 7 feet at install) per 100 linear feet shall be installed in the open space areas adjacent to the sides and rears of homes backing to the Special Treatment Areas as depicted on the plan exhibits. Homes shall include four-sided architectural features as defined in (n).

VIII. PHASING

The property will be developed in phases as depicted on the Final Development Plan, subject to minor revisions necessitated by final engineering and design details.

IX. MODEL HOMES

- a. Model homes shall be permitted under City Code standards and regulations and the following additional standards shall apply:

1. Individual homes may be used as model homes by the Developer(s)/Builder(s) for the purpose of marketing and sale of new homes.
2. Manufactured and/or modular buildings are permitted for use as a sales office during the development of the project and the construction of residential units therein.
3. Model home parking may be established on lots adjacent to model homes for safety and convenience during the sales process.

X. HOMEOWNERS ASSOCIATION AND PATIO/CONDOMINIUM OWNERS ASSOCIATION

- a. Prior to occupancy by any residents in single-family subareas, the developer will establish a private, forced and funded homeowners' association. Control of the association shall be turned over to the residents according to Ohio Law. Association responsibility shall include care for the entryway, required tree installations and all open spaces after the development period and turnover date. All association responsibilities and obligations shall be set forth in the HOA declaration prepared and recorded by the developer prior to occupancy.
- b. Prior to the occupancy by any residents in the patio/condominium subarea the developer will establish a Patio/Condominium Owners' Association. (COA) Control of the association shall be turned over to the residents according to Ohio Law. The Patio/Condominium homeowners will be a member of a Condominium Association for maintenance of the open spaces, required tree installations and the entryway after the development period and turnover date. The Patio/Condominium Owners' Association responsibility shall include private street maintenance; snow plowing, lawn and landscape maintenance, street lighting and other duties as agreed to by members. All association responsibilities and obligations shall be set forth in the COA declaration prepared and recorded by the developer prior to occupancy.

**EXHIBIT - NO DISTURB ZONES,
HIGH IMPACT AREAS, AND
SPECIAL TREATMENT AREAS**

LEGEND



REZONING
THE COMMUNITIES AT PLUM RUN
Grove City, OH
May 2, 2022

EXHIBIT F-2

Received By:
Grove City Development
8/29/22

Black wrought iron or aluminum:



White vinyl with open lattice style top:

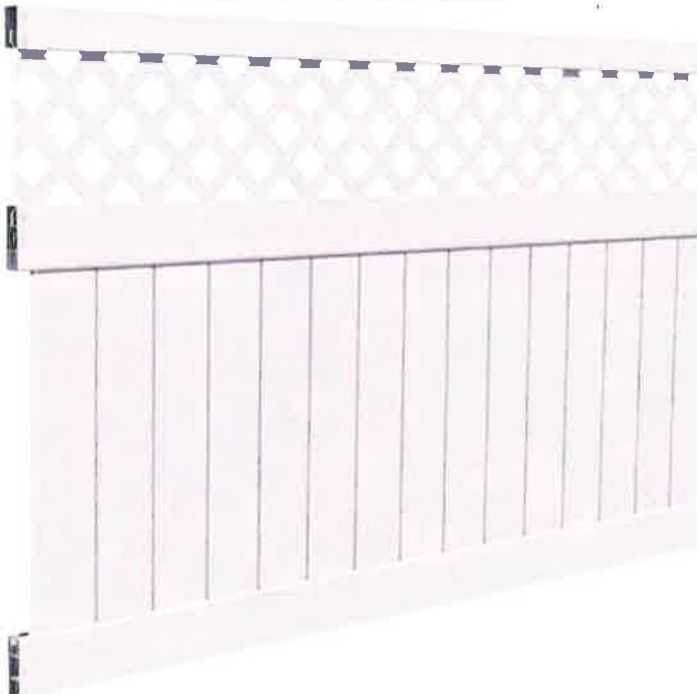


EXHIBIT F-1

Received By:
Grove City Development
8/29/22

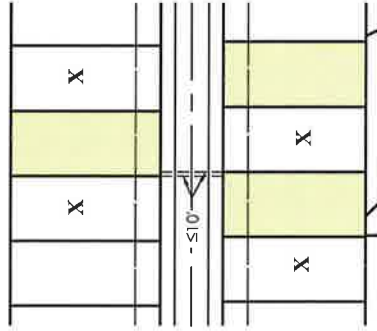
Approved Rear-Yard Fencing:

Black wrought iron or aluminum fence style shall adhere to the example below:

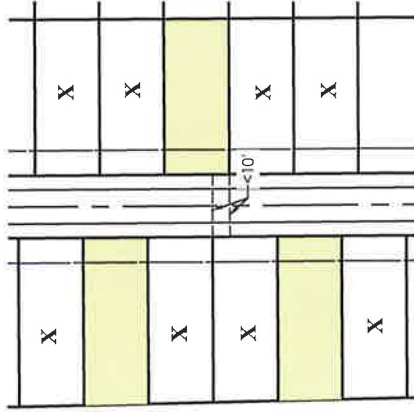


PULTE HOMES FACADE DIVERSITY STANDARD EXHIBIT

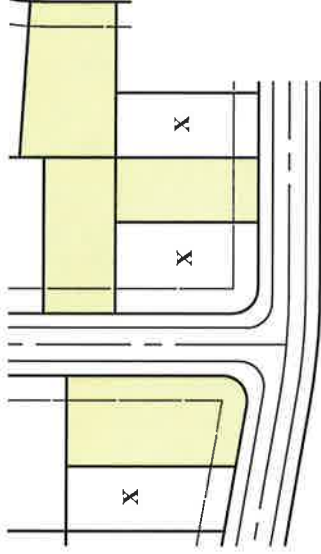
Condition 1
Front to Front
(Lot Offset $\leq 10'$)



Condition 2
Front to Front
(Lot Offset $> 10'$)



Condition 3
(Lot Separated by Street)



LEGEND:



Subject Facade

X Prohibited Same Home Design
with the Same Front Elevation
as Subject Facade



PHOTOGRAPH BY
JENNIFER HARRIS



PLUM RUN COMMUNITIES

GROVE CITY, OHIO

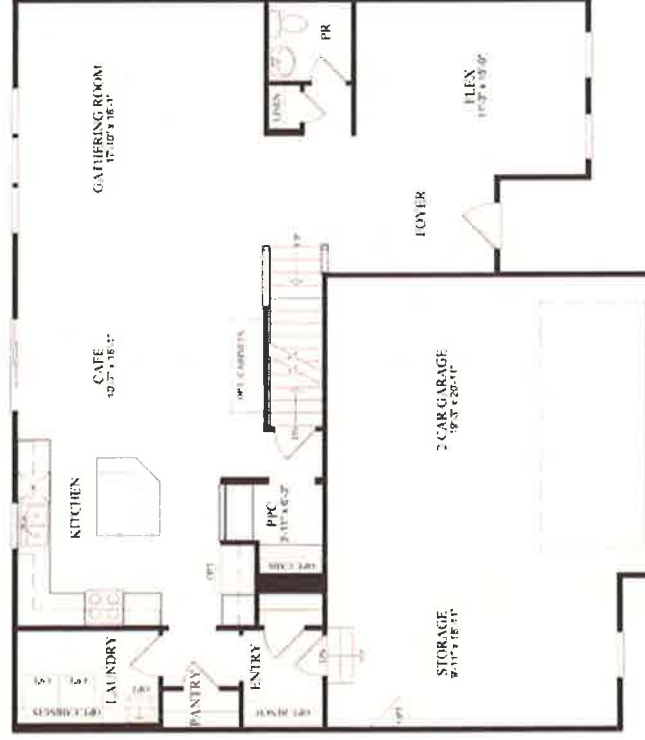
YOUR PLUM RUN RIDGE HOME, GREENFIELD

Greenfield
2,609+ Sq./Ft.
4 Bed, 2.5 Bath



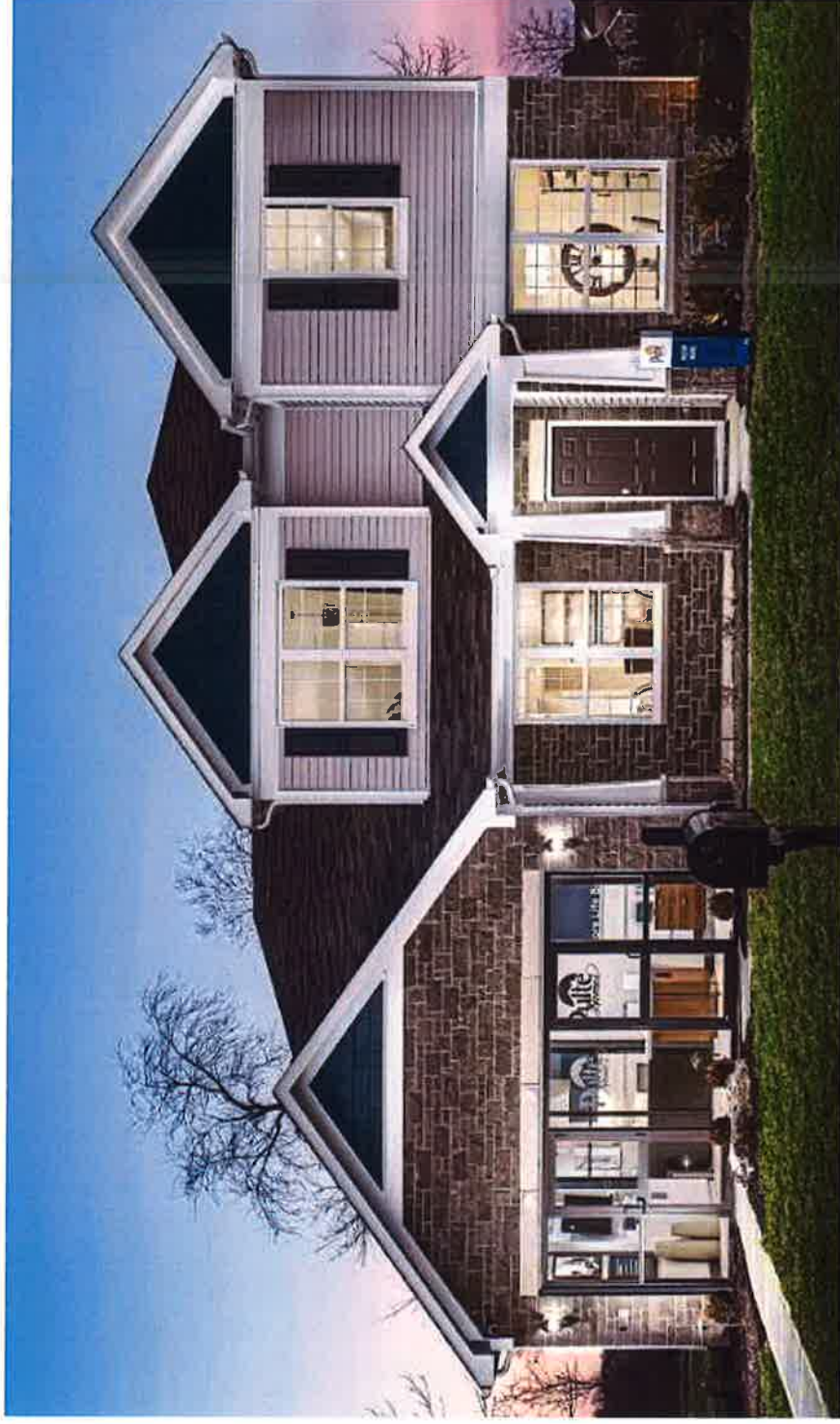
YOUR PLUM RUN RIDGE HOME, GREENFIELD

Greenfield
2,609+ Sq./Ft.
4 Bed, 2.5 Bath



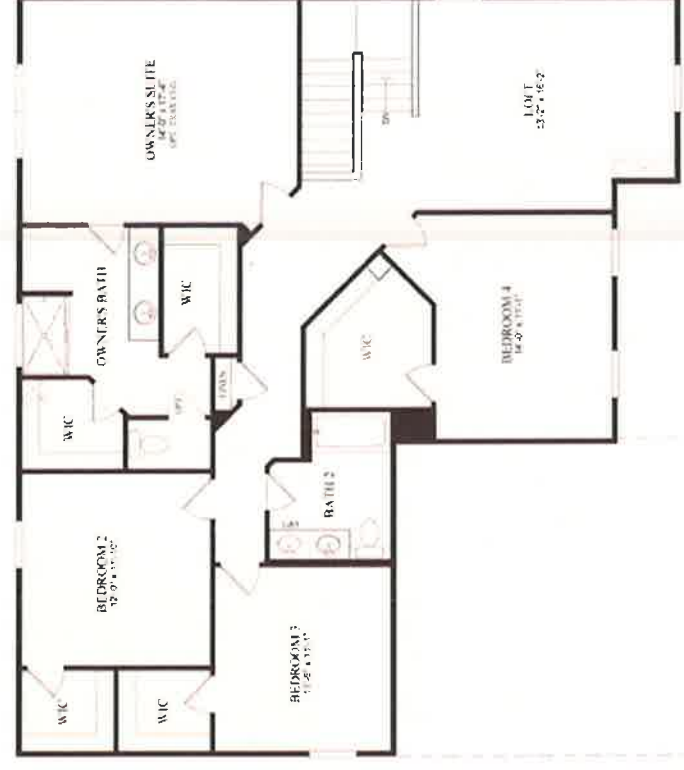
YOUR PLUM RUN RIDGE HOME, HILLTOP

Hilltop
2,889+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, HILLTOP

Hilltop
2,889+ Sq./Ft.
4 Bed, 2.5 Bath



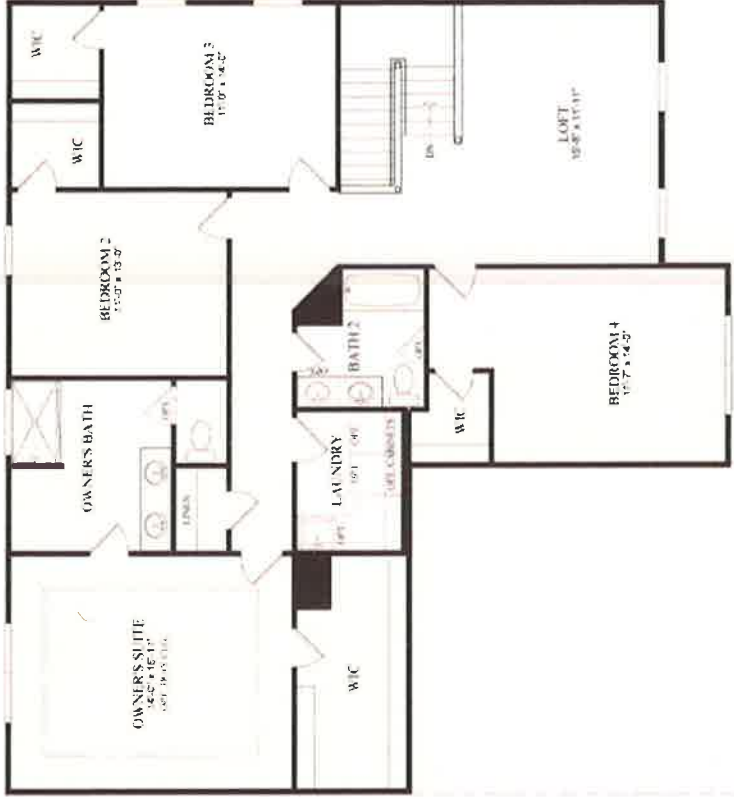
YOUR PLUM RUN RIDGE HOME, RIVERTON

Riverton
3,126+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, RIVERTON

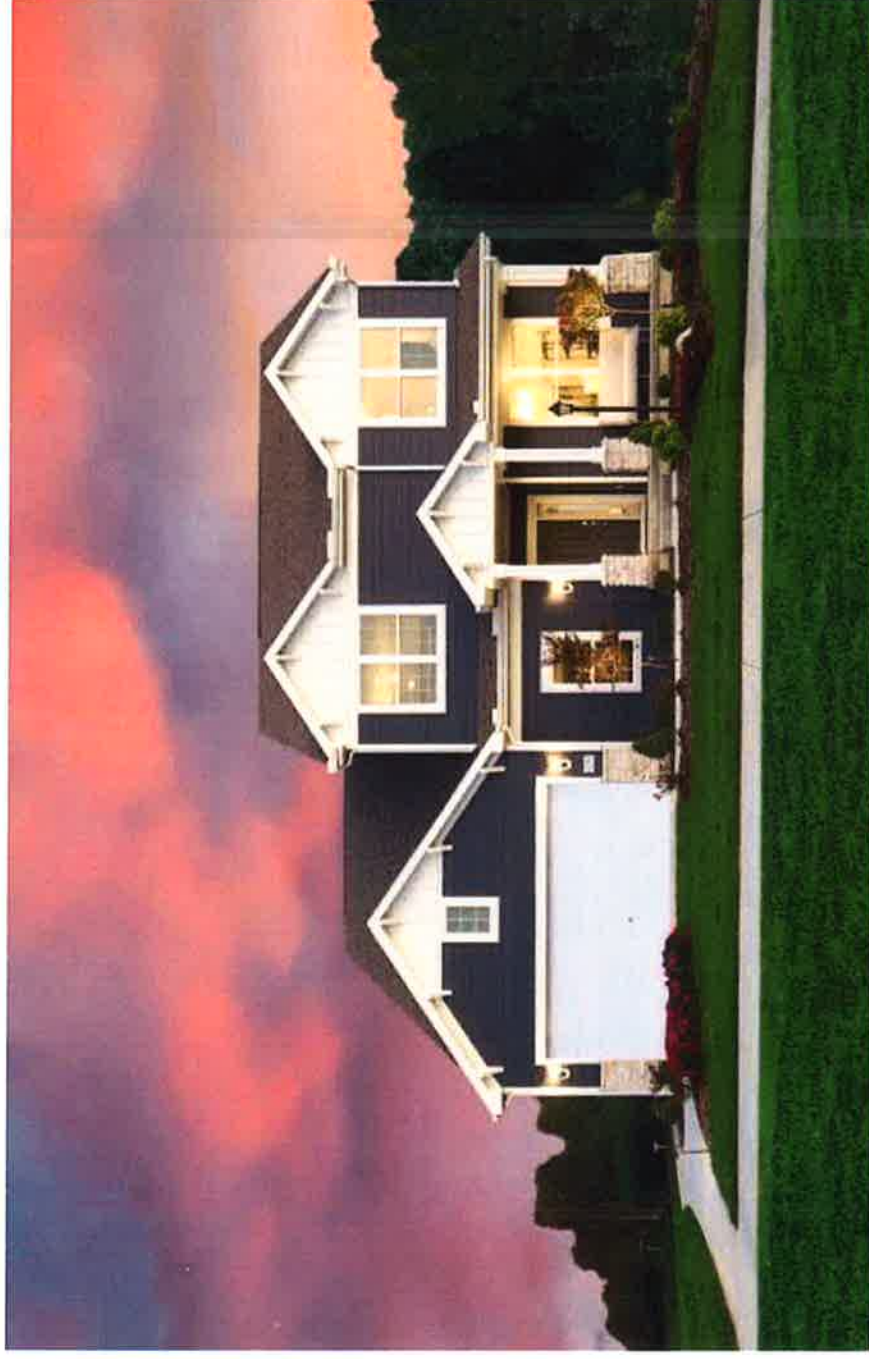
Riverton
3,126+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, WESTCHESTER

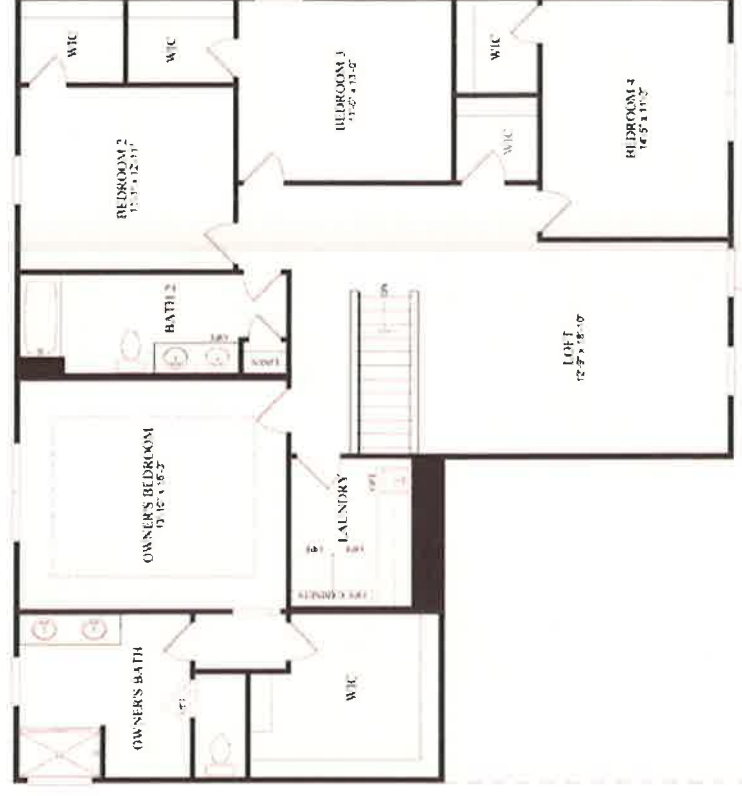
Westchester

3,300+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, WESTCHESTER

Westchester
3,300+ Sq./Ft.
4 Bed, 2.5 Bath



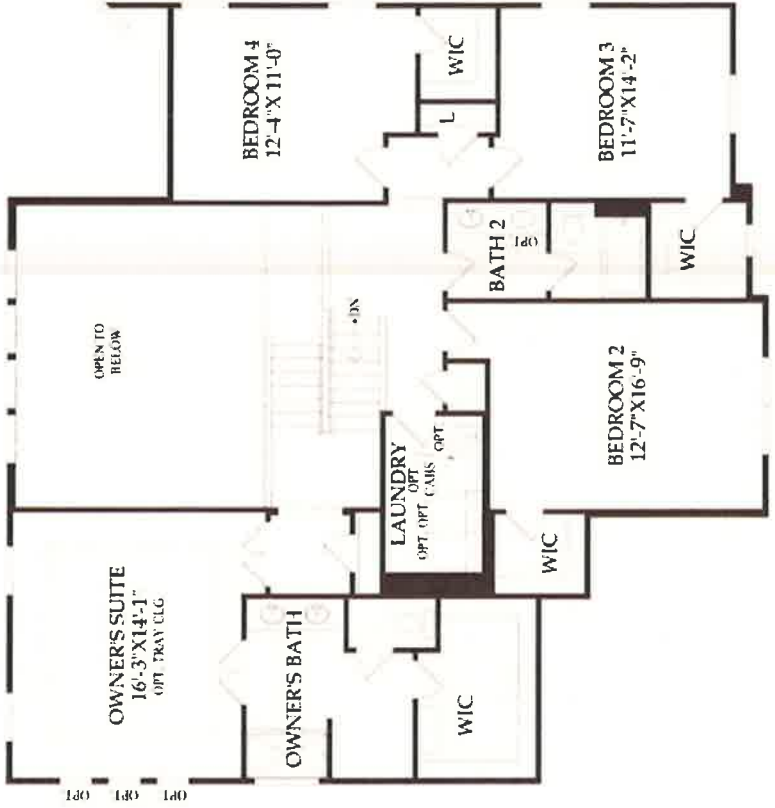
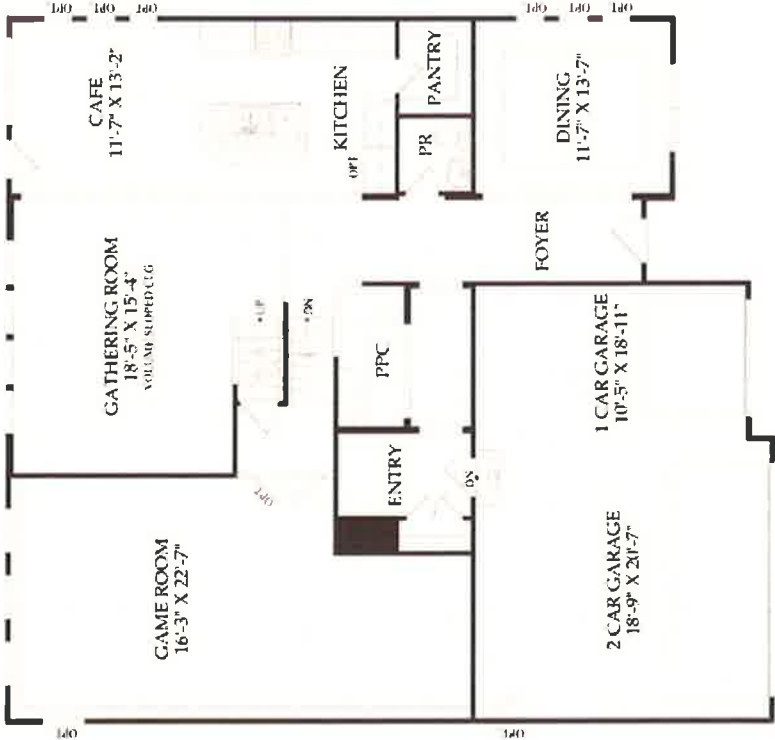
YOUR PLUM RUN RIDGE HOME, ALLISON

Allison
3,337+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, ALLISON

Allison
3,337+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, NEWBERRY

Newberry
2,376+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, NEWBERRY

Newberry
2,376+ Sq./Ft.
4 Bed, 2.5 Bath



First Floor



Second Floor

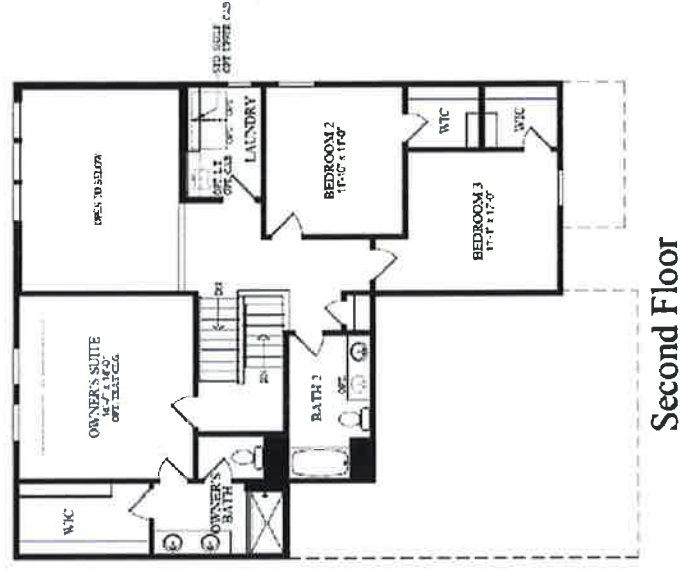
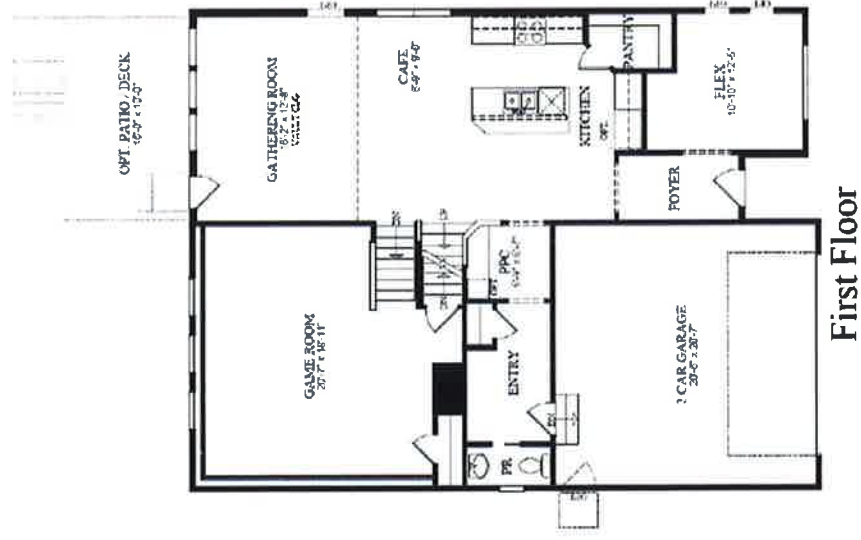
YOUR PLUM RUN RIDGE HOME, LINWOOD

Linwood
2,456+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RIDGE RUN HOME, LINWOOD

Linwood
2,456+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, MERCER

Mercer
2,605+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, MERCER

Mercer
2,605+ Sq./Ft.
4 Bed, 2.5 Bath



First Floor



Second Floor

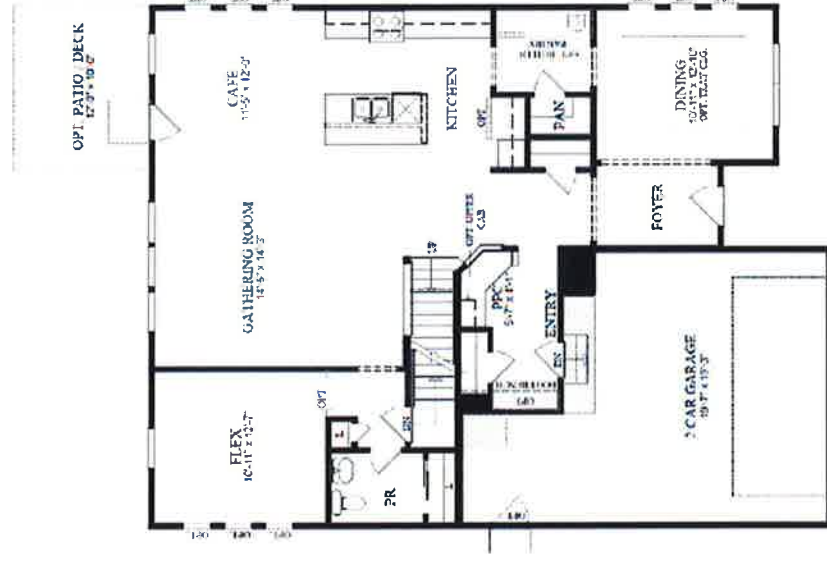
YOUR PLUM RUN RIDGE HOME, CONTINENTAL

Continental
2,873+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, CONTINENTAL

Continental
2,873+ Sq./Ft.
4 Bed, 2.5 Bath



First Floor



Second Floor

YOUR PLUM RUN RIDGE HOME, PROSPERITY

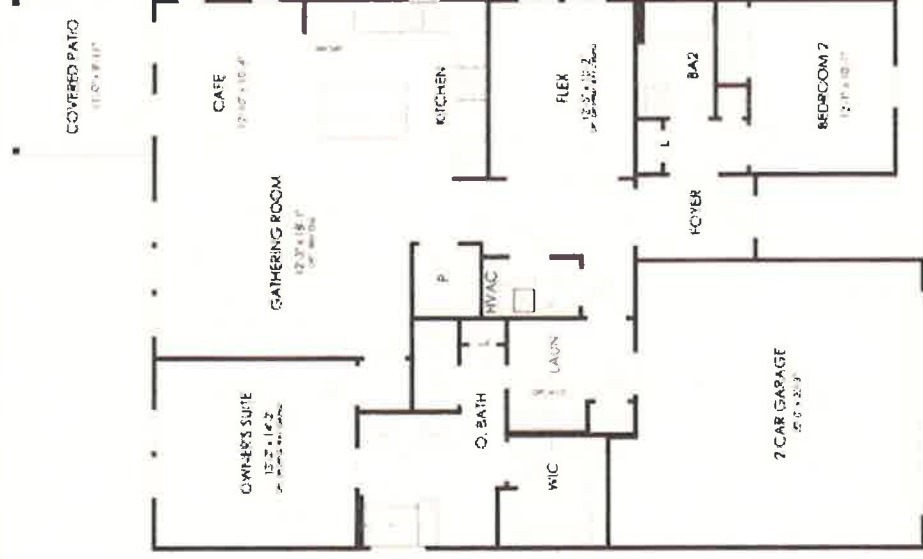
Prosperity

1,646+ Sq./Ft.
2 Bed, 2 Bath



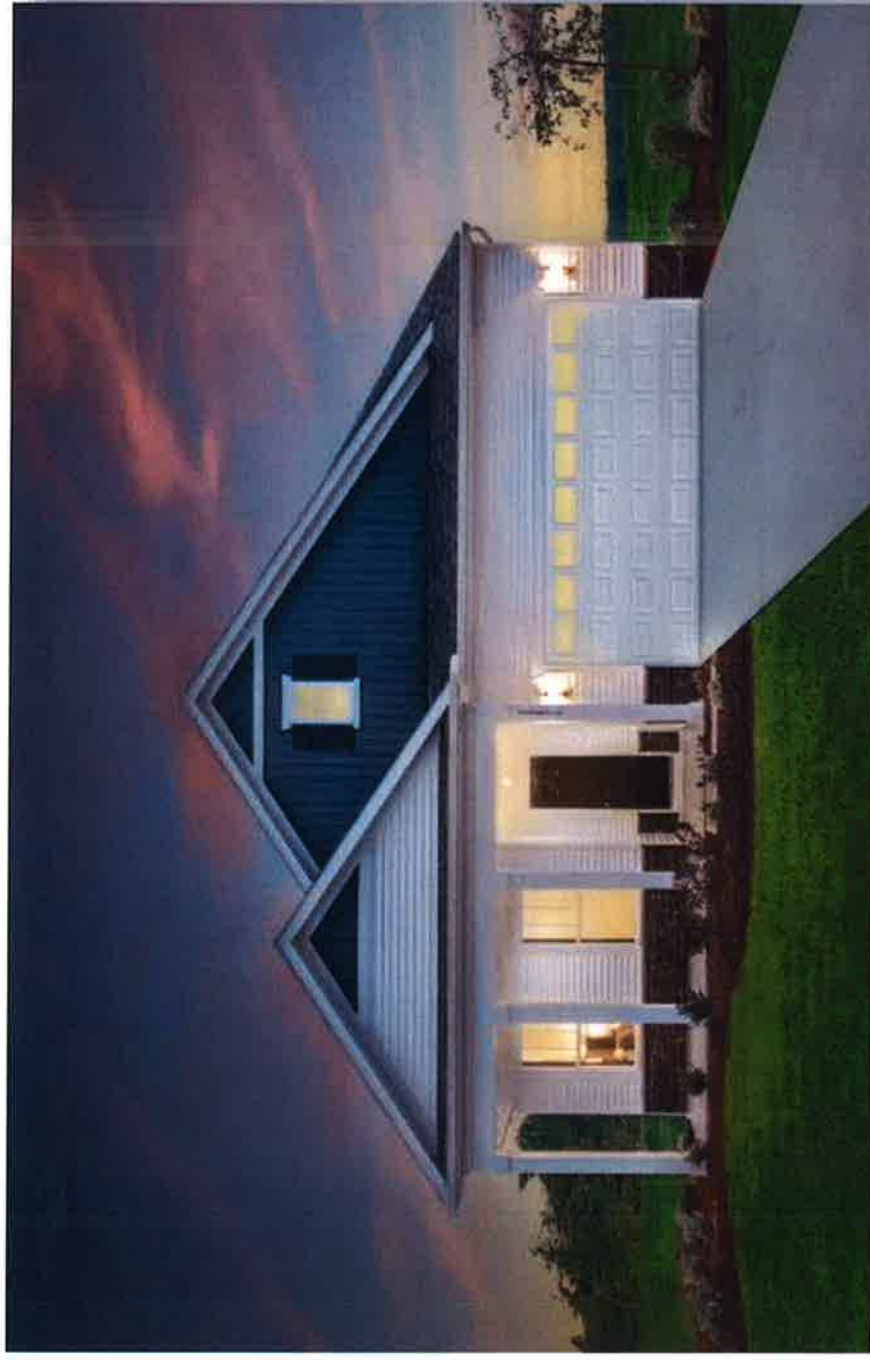
YOUR PLUM RUN RIDGE HOME, PROSPERITY

Prosperity
1,646+ Sq./Ft.
2 Bed, 2 Bath



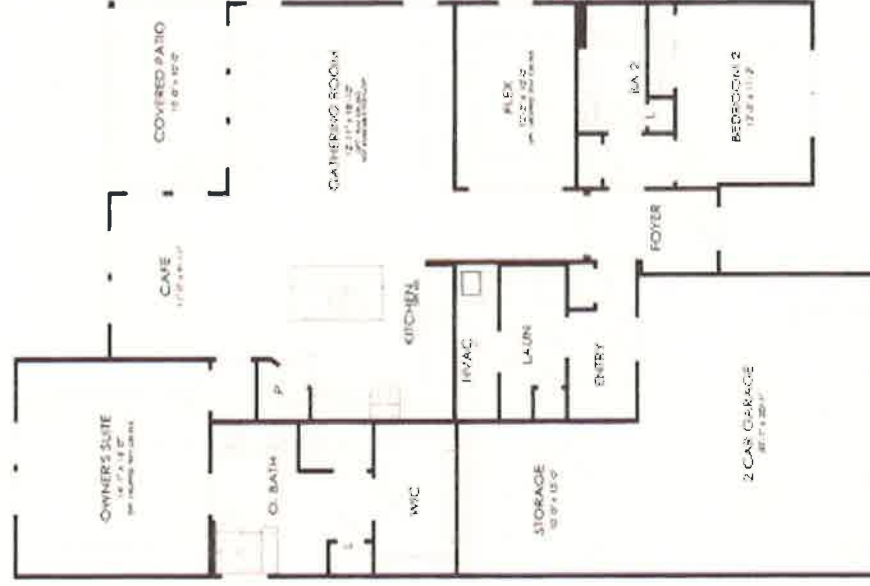
YOUR PLUM RUN RIDGE HOME, MYSTIQUE

Mystique
1,841+ Sq./Ft.
2 Bed, 2 Bath



YOUR PLUM RUN RIDGE HOME, MYSTIQUE

Mystique
1,841+ Sq./Ft.
2 Bed, 2 Bath



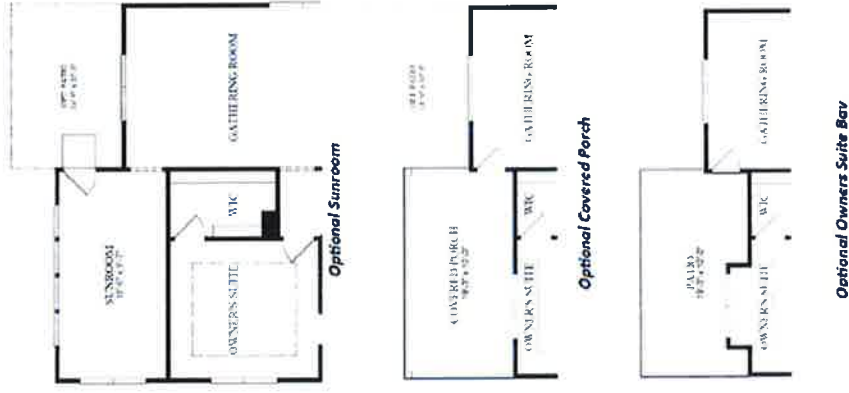
YOUR PLUM RUN PRESERVE HOME, DISCOVER

Discover
1,386+ Sq./Ft.
2 Bed, 2 Bath

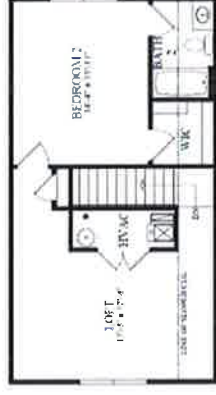
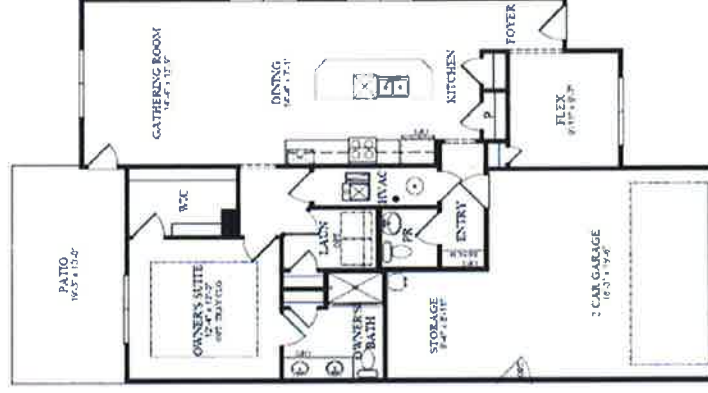


YOUR PLUM RUN PRESERVE HOME, DISCOVER

Discover
1,386+ Sq./Ft.
2 Bed, 2 Bath

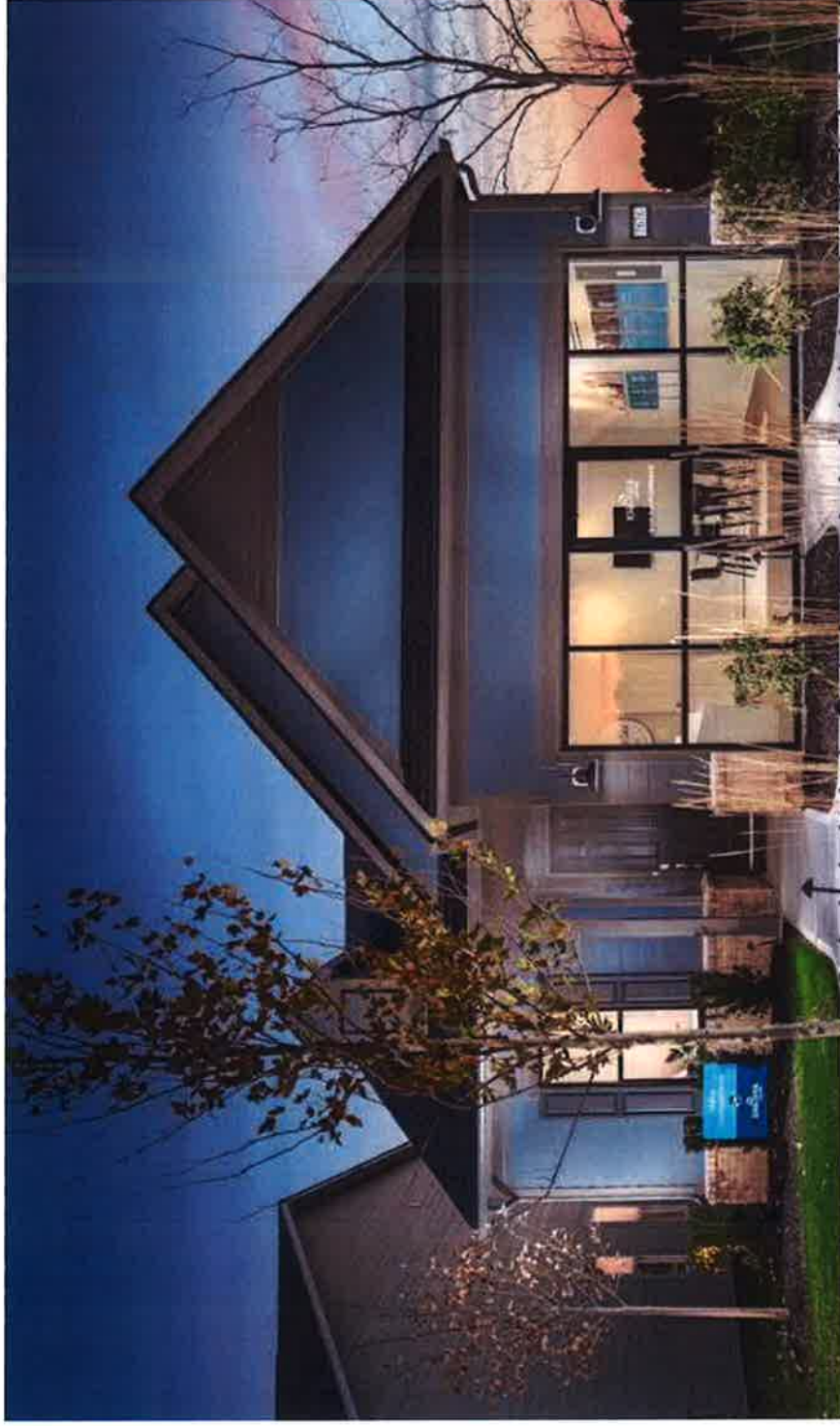


Floor plans



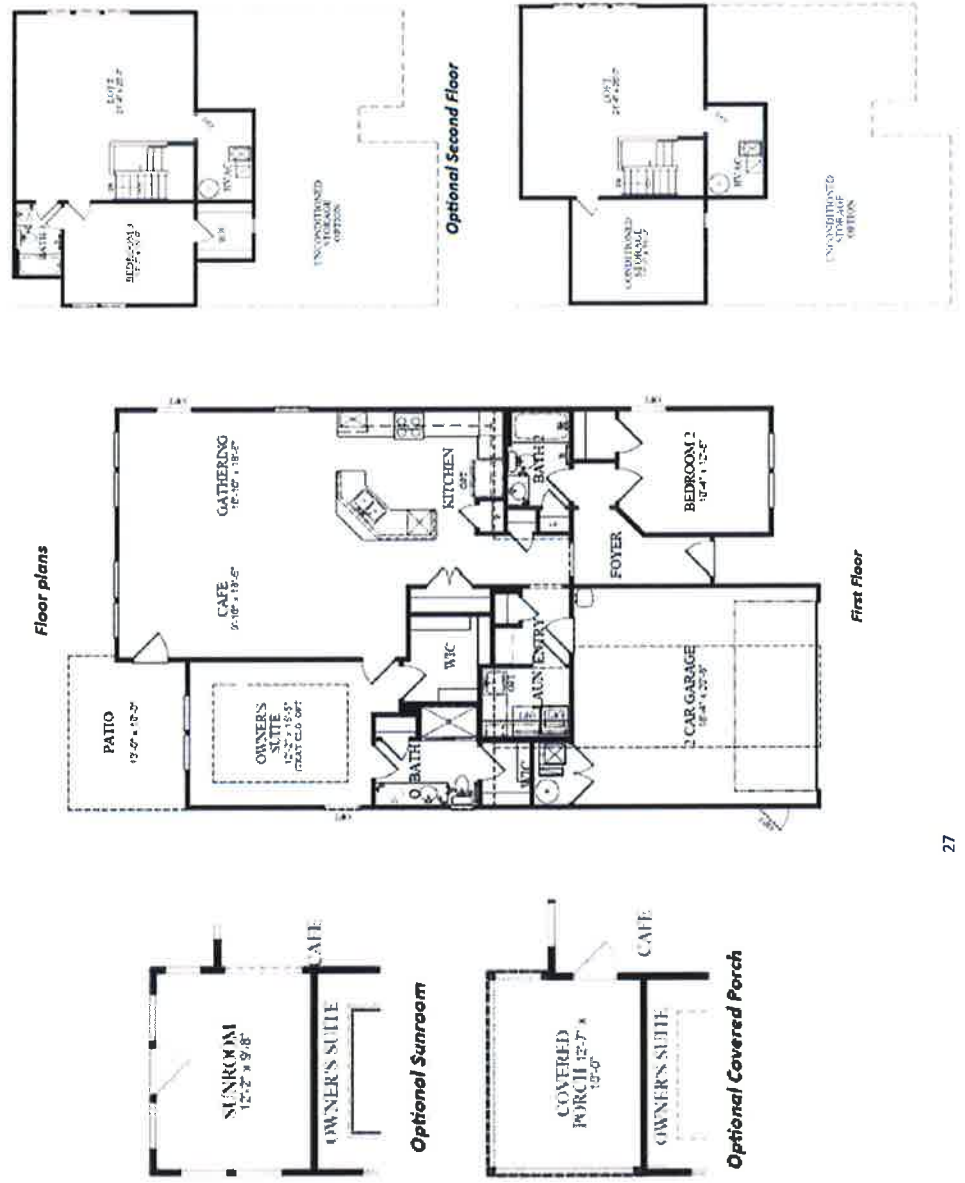
YOUR PLUM RUN PRESERVE HOME, BLUE ROCK

Blue Rock
1,489+ Sq./Ft.
2 Bed, 2 Bath



YOUR PLUM RUN PRESERVE HOME, BLUE ROCK

Blue Rock
 1,489+ Sq./Ft.
 2 Bed, 2 Bath



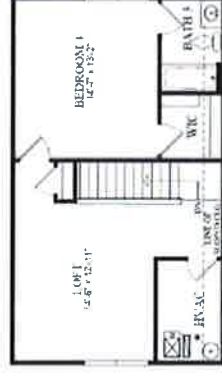
YOUR PLUM RUN PRESERVE HOME, PASSPORT

Passport
1,503+ Sq./Ft.
2 Bed, 2 Bath



YOUR PLUM RUN PRESERVE HOME, PASSPORT

Passport
1,503+ Sq./Ft.
2 Bed, 2 Bath



Optional Second Floor



Optional loft

YOUR PLUM RUN PRESERVE HOME, TRAILBLAZER

Trailblazer

1,222+ Sq./Ft.
2 Bed, 2 Bath



DEVELOPMENT DATA

Gross Area:	+/- 144.27
Permitted Uses:	Residential - Detached Single-Family Dwellings Residential - Detached Patio/Condominium Dwellings Parks and Open Space
Total Units:	360
Subarea A (Single-Family 70):	28
Subarea B (Single-Family 70):	238
Subarea C (Patio Homes):	94
Gross Density:	2.49 D.U./AC
Open Space Required**:	+/-19.66 AC.
Open Space Provided***:	+/-21.31 AC.
Other Green Space Provided***:	+/-27.14 AC.
Total Open and Green Space Provided:	+/-48.45 AC.

*Calculated per 1101.09(b)(2)(B)
 **Areas designated to meet 1101.09(b)(1)
 ***Areas provided for additional public benefit beyond minimum standards



Date: 03/28/23
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-11-23
1st Reading: 04/03/23
Public Notice: 04/04/23
2nd Reading: 04/17/23
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-11-23

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A DAY CARE FOR DAYSTARZ CHILD CARE LLC LOCATED AT 5968 HOOVER ROAD

WHEREAS, Daystarz Child Care LLC, applicant, has submitted a request for a Special Use Permit for a Day Care Center located at 5968 Hoover Road; and

WHEREAS, on February 07, 2023, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, as submitted.

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

SECTION 1. A Special Use Permit, under Section 1135.09b(12)A1p is hereby issued to Daystarz Child Care LLC located at 5968 Hoover Road, as submitted.

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

Date: 09/12/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-56-22
1st Reading: 09/19/22
Public Notice: _____
2nd Reading: Postponement requested
Passed: _____ Rejected: to 11-07-22
Codified: _____ Code No: _____
Passage Publication: 12-05-22
12-19-22
02-21-23
03-06-23
04-03-23

RESOLUTION NO. CR-56-22

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR COMMUNITIES AT PLUM RUN LOCATED NORTH OF S.R. 665 AND EAST OF S.R. 104

WHEREAS, on September 06, 2022, the Planning Commission recommended approval of the Development Plan for Communities at Plum Run with the following stipulation:

1. Mounding, 3 to 4 feet in height, shall be installed along the east property line of Subarea C, where adjacent to 790 London-Groveport Road. The mounding shall include one row of evergreen trees planted along the top and one row between the mounding and the property line.

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 Communities at Plum Run located North of S.R. 665 and East of S.R. 104, contingent upon the stipulation 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.

Ted A. Berry, 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: 03/28/23
Introduced By: Ms. Houk
Committee: Service
Originated By: Mr. Smith
Sponsor: Mr. Houk
Emergency: 30 Days: XX
Current Expense:

No.: C-12-23
1st Reading: 04/03/23
Public Notice: 04/04/23
2nd Reading: 04/17/23
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-12-23

AN ORDINANCE TO ACCEPT A PUBLIC EASEMENT FOR A SHARED USE PATH FROM FIRST BAPTIST CHURCH OF GROVE CITY

WHEREAS, the First Baptist Church of Grove City has granted a perpetual easement for the construction and maintenance of a public shared-use path to the City; and

WHEREAS, this easement will complete a portion of the path along Orders Road that will connect Fryer Park to Hoover Road; and

WHEREAS, it is necessary for the City to accept the easement.

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

SECTION 1. The perpetual easement for the construction and maintenance of a public shared-use path, as generally shown and described in Exhibit "A" is hereby accepted.

SECTION 2. The City thanks First Baptist Church of Grove City for their generosity in granting this easement in perpetuity for the betterment of the community.

SECTION 3. This Ordinance shall take effect at the earliest date permitted 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-12-23
Exhibit 'A'

Portion above reserved for County Recorder, Engineer and Auditor's Offices Use

**PERPETUAL EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC
SHARED-USE PATH, AND GRADING**

THIS PERPETUAL EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC SHARED-USE PATH, AND GRADING (the "Easement") is made and entered into this 24 day of FEBRUARY 2023, by and between **FIRST BAPTIST CHURCH OF GROVE CITY** ("Grantor"), and the **CITY OF GROVE CITY, OHIO**, ("Grantee"), an Ohio municipal corporation, whose tax mailing address is: 4035 Broadway, Grove City, Ohio 43123.

BACKGROUND INFORMATION

WHEREAS, Grantor owns the real property identified as Franklin County parcel number 040-004957-00 (the "Grantor's Property");

WHEREAS, Grantee desires a non-exclusive perpetual easement for the construction and maintenance of a shared-use path, and grading (the "Project") over, under, and through those portions of the Grantor's Property legally described on the attached Exhibit A and depicted on the attached Exhibit B (the "Easement Area"); and

WHEREAS, Grantor desires to grant a perpetual non-exclusive easement for the benefit of Grantee upon the terms and conditions set forth in this Easement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing Background Information and as follows:

1. **Grant of Perpetual Easement.** Grantor conveys and grants to Grantee, its agents, employees, independent contractors, and successors and assigns, a permanent and perpetual, non-exclusive easement in, through, over, and under the Easement Area for the following purposes: (i) to construct, install, operate, maintain, repair, and replace a shared-use path ("Facilities"); (ii)

construction related to the Project, including, but not limited to, grading and slope construction which is not detrimental to the use of the remainder of Grantor's Property that is not part of the Easement Area (the "Remainder Parcel"); (iii) ingress and egress over those portions of Grantor's Property reasonably necessary to provide access to Grantee to the Easement Area for construction and maintenance of the Project; and (iv) the right to do all things within the Easement Area that are reasonably necessary, proper, or incidental to the successful operation and maintenance of the Facilities. Grantee, at its own cost and expense, as soon as reasonably practicable after installation of the Facilities, including any alterations and repairs thereto, and completion of related work, including grading work, shall cause the Easement Area, to be restored to its former condition as nearly as is reasonably practicable.

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 grantor and grantee of the rights and easements set forth herein.

3. Waiver. Except to the extent that a party hereto may have otherwise agreed in writing, no waiver by such party of any breach of the other 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 the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

4. Severability. In the event any provision of this Easement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

5. Captions and Pronoun Usage. The captions and section numbers in this Easement 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.

6. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Ohio.

7. Modification. This Easement, or any easement or 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 and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.

8. Benefit. This Easement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

9. Authority. Grantor represents and warrants that she has the full right and authority to enter into this Easement and grants the rights hereby conveyed to Grantee.

{SIGNATURES AND ACKNOWLEDGEMENTS ON THE FOLLOWING PAGES}

GRANTOR
FIRST BAPTIST CHURCH OF GROVE CITY

By: Robert A. Hohn

Printed Name: Robert A. Hohn

Title: Head Trustee

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this 7 day of February, 2023, before me, the subscriber, a Notary Public in and for said county and state, before me personally appeared Robert A. Hohn, the Head Trustee of FIRST BAPTIST CHURCH OF GROVE CITY, who acknowledged that [he/she] executed the foregoing instrument for and on behalf of said limited liability company, that the same is [his/her] free and voluntary act and deed on behalf of said limited liability company, and that [he/she] is duly authorized to execute the foregoing instrument on behalf of said limited liability company. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

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

Brittany Seebach
Notary Public



Brittany Seebach
Notary Public, State of Ohio
My Commission Expires 11-24-2025

Exhibit A
Legal Description

SHARED USE PATH EASEMENT
0.625 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, in Virginia Military Survey Number 1434, being a strip of land on, over, and across that 30 acre tract conveyed as Parcel 1 and those 9.76 acre and 30 acre tracts conveyed as Parcel 3 to The First Baptist Church of Grove City by deed of record in Instrument Number 200212270333608 (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 the common corner of said 30 acre tract (Parcel 1) and that 1.686 acre tract conveyed to The City of Grove City by deed of record in Official Record 11539D13, in the centerline of Orders Road (width varies), the southerly line of that 0.248 acre tract conveyed to City of Grove City by deed of record in Instrument Number 200910270154626;

Thence South 03° 26' 36" West, across said Orders Road, with the line common line to said 30 acre tract (Parcel 1) and said 1.686 acre tract, a distance of 20.01 feet to an angle point in the southerly right-of-way line of said Orders Road;

Thence across said 9.76 acre and both 30 acre tracts (Parcels 1 & 3), the following courses and distances:

North 87° 54' 53" West, with said southerly right-of-way line, a distance of 234.14 feet to the TRUE POINT OF BEGINNING;

South 02° 05' 07" West, a distance of 20.00 feet to a point;

North 87° 54' 53" West, a distance of 53.37 feet to a point of curvature;

With the arc of a curve to the left, having a central angle of 35° 50' 29", a radius of 235.00 feet, an arc length of 147.00 feet, a chord bearing of South 74° 09' 52" West and chord distance of 144.62 feet to a point of reverse curvature;

With the arc of a curve to the right, having a central angle of 29° 07' 45", a radius of 110.00 feet, an arc length of 55.92 feet, a chord bearing of South 70° 48' 30" West and chord distance of 55.32 feet to a point of reverse curvature;

With the arc of a curve to the left, having a central angle of 34° 09' 35", a radius of 90.00 feet, an arc length of 53.66 feet, a chord bearing of South 68° 17' 35" West and chord distance of 52.87 feet to a point of reverse curvature;

With the arc of a curve to the right, having a central angle of 51° 05' 15", a radius of 210.00 feet, an arc length of 187.25 feet, a chord bearing of South 76° 45' 25" West and chord distance of 181.10 feet to a point of reverse curvature;

With the arc of a curve to the left, having a central angle of 24° 06' 41", a radius of 540.00 feet, an arc length of 227.24 feet, a chord bearing of North 89° 45' 18" West and chord distance of 225.57 feet to a point of reverse curvature;

With the arc of a curve to the right, having a central angle of 11° 39' 18", a radius of 440.00 feet, an arc length of 89.50 feet, a chord bearing of South 84° 01' 01" West and chord distance of 89.35 feet to a point of reverse curvature;

With the arc of a curve to the left, having a central angle of 47° 22' 21", a radius of 340.00 feet, an arc length of 281.11 feet, a chord bearing of South 66° 09' 29" West and chord distance of 273.17 feet to a point of reverse curvature;

With the arc of a curve to the right, having a central angle of 47° 25' 36", a radius of 160.00 feet, an arc length of 132.44 feet, a chord bearing of South 66° 11' 07" West and chord distance of 128.69 feet to a point of tangency; and

**SHARED USE PATH EASEMENT
0.625 ACRE**

- 2 -

South 89° 53' 55" West, a distance of 133.48 feet to a point in the line common to said 9.76 acre tract and Reserve "E" of that subdivision titled "The Cottages at Brown's Farm Section 2", of record in Plat Book 131, Page 3;

Thence North 02° 36' 34" East, with said common line, a distance of 20.02 feet to a point;

Thence across said 9.76 acre and both 30 acre tracts (Parcels 1 & 3), the following courses and distances:

North 89° 53' 55" East, a distance of 132.53 feet to a point of curvature;

With the arc of a curve to the left, having a central angle of 47° 25' 36", a radius of 140.00 feet, an arc length of 115.89 feet, a chord bearing of North 66° 11' 07" East and chord distance of 112.61 feet to a point of reverse curvature;

With the arc of a curve to the right, having a central angle of 47° 22' 21", a radius of 360.00 feet, an arc length of 297.65 feet, a chord bearing of North 66° 09' 29" East and chord distance of 289.24 feet to a point of reverse curvature;

With the arc of a curve to the left, having a central angle of 11° 39' 18", a radius of 420.00 feet, an arc length of 85.44 feet, a chord bearing of North 84° 01' 01" East and chord distance of 85.29 feet to a point of reverse curvature;

With the arc of a curve to the right, having a central angle of 24° 06' 41", a radius of 560.00 feet, an arc length of 235.66 feet, a chord bearing of South 89° 45' 18" East and chord distance of 233.93 feet to a point of reverse curvature;

With the arc of a curve to the left, having a central angle of 51° 05' 15", a radius of 190.00 feet, an arc length of 169.41 feet, a chord bearing of North 76° 45' 25" East and chord distance of 163.86 feet to a point of reverse curvature;

With the arc of a curve to the right, having a central angle of 34° 09' 35", a radius of 110.00 feet, an arc length of 65.58 feet, a chord bearing of North 68° 17' 35" East and chord distance of 64.61 feet to a point of reverse curvature;

With the arc of a curve to the left, having a central angle of 29° 07' 45", a radius of 90.00 feet, an arc length of 45.76 feet, a chord bearing of North 70° 48' 30" East and chord distance of 45.26 feet to a point of reverse curvature;

With the arc of a curve to the right, having a central angle of 35° 50' 29", a radius of 255.00 feet, an arc length of 159.52 feet, a chord bearing of North 74° 09' 52" East and chord distance of 156.93 feet to a point of tangency in the southerly right-of-way line of said Orders Road; and

South 87° 54' 53" East, with said southerly right-of-way line, a distance of 53.37 feet to the TRUE POINT OF BEGINNING, containing 0.625 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.



Joshua M. Meyer
Professional Surveyor No. 8485

12-23-2022

Date

Exhibit B
Survey

0127090.0607160 4854-5586-6151v2



Evans, Mechwart, Hombleson & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43254
Phone: 614.775.4500 Tol Free: 866.775.3648
emht.com

SHARED USE PATH EASEMENT

SURVEY NUMBER 1434

VIRGINIA MILITARY DISTRICT

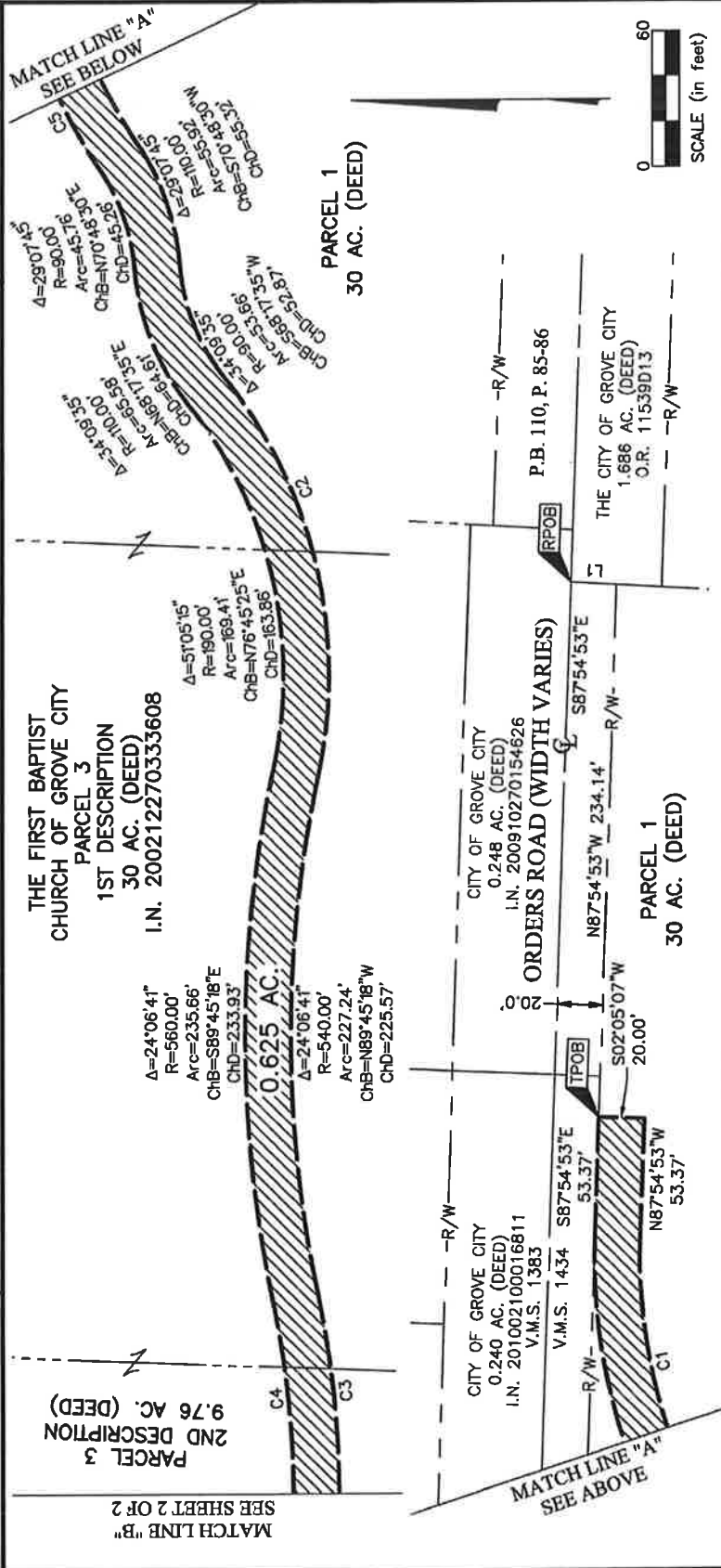
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: December 23, 2022

Scale: 1" = 60'

Job No: 2022-0821

Sheet No: 1 of 2





Evans, Mechtwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43244
Phone: 614.775.4500 Fax: 614.775.3645
emht.com

SHARED USE PATH EASEMENT

SURVEY NUMBER 1434

VIRGINIA MILITARY DISTRICT

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

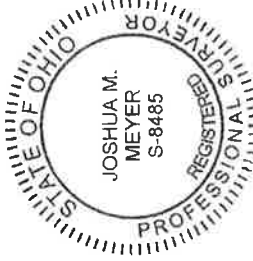
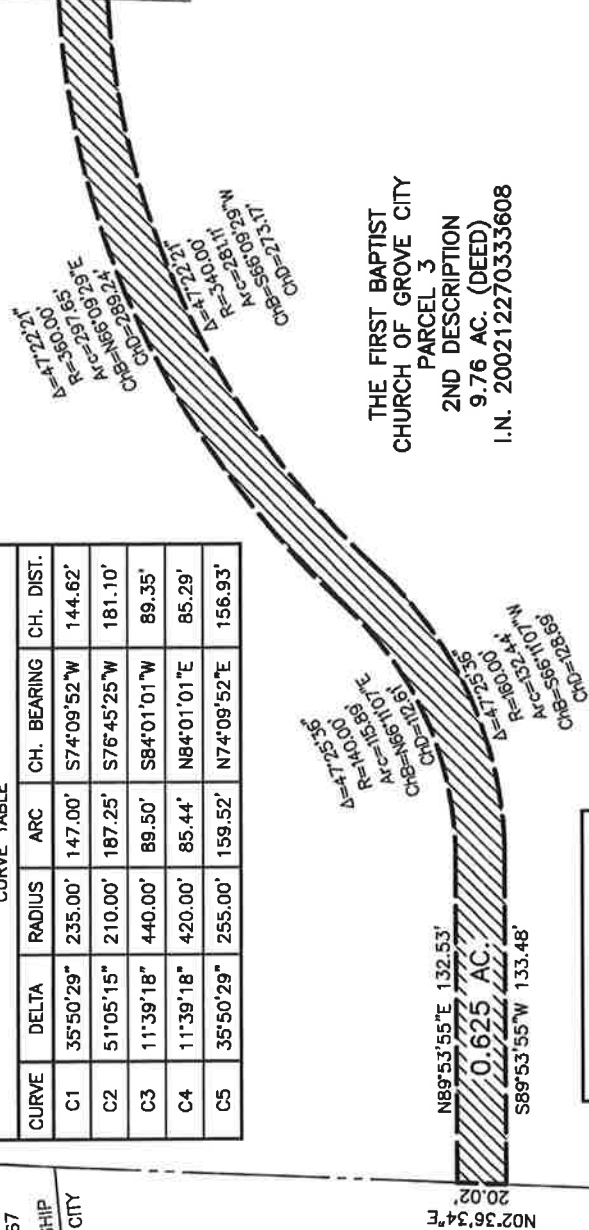
Date: December 23, 2022
Scale: 1" = 60'
Job No: 2022-0821
Sheet No: 2 of 2

LOT 5
HAUGH HEIGHTS
P.B. 37, P. 67
JACKSON TOWNSHIP
CITY OF GROVE CITY

RESERVE "F"
THE COTTAGES AT
BROWN'S FARM SECTION 2
P.B. 131, P. 3

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CH. DIST.
C1	35°50'29"	235.00'	147.00'	S74°09'52"W	144.62'
C2	51°05'15"	210.00'	187.25'	S76°45'25"W	181.10'
C3	11°39'18"	440.00'	89.50'	S84°01'01"W	89.35'
C4	11°39'18"	420.00'	85.44'	N84°01'01"E	85.29'
C5	35°50'29"	255.00'	159.52'	N74°09'52"E	156.93'

MATCHLINE "B"
SEE SHEET 1 OF 2



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S03°26'36"W	20.01'



By *Joshua M. Meyer*
Joshua M. Meyer
Professional Surveyor No. 8485
jmeyer@emht.com
Date: 12-23-2022

Date: 03-14-23
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: XX
Current Expense:

No.: C-10-23
1st Reading: 03/20/23
Public Notice: 03/21/23
2nd Reading: 04/03/23
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-10-23

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH ADOPT-A-HIGHWAY LITTER REMOVAL SERVICE OF AMERICA, INC.

WHEREAS, the City desires to enter into a multi-year agreement with Adopt-A-Highway Litter Removal Service of America, Inc. for litter removal on Interstate I-71; 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 enter into a multi-year agreement with Adopt-A-Highway Litter Removal Service of America, Inc. for litter removal on Interstate I-71 upon the terms and conditions set forth in Exhibit A.

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



ADOPT-A-HIGHWAY
LITTER REMOVAL SERVICE OF AMERICA, INC.

C-10-23
EXHIBIT H

www.adoptahighway.net

ADOPT A HIGHWAY SPONSOR AGREEMENT

The "Sponsor" listed below agrees to pay the cost of litter removal on the section of highway identified herein, as allowed under a permit to be obtained pursuant to the Adopt A Highway program, offered and supervised by the Department of Transportation (DOT).

Sponsor: City of Grove City #01 to #11
Legal Company Name: City of Grove City
Name on Sign: City of Grove City
Address: 4035 Broadway
Grove City, OH 43123
Telephone: (614) 277-3000 **Fax:**
Contact: Cindi Fitzpatrick
Locations: 01) I 71 MM 95-96 NB
02) I 71 MM 96-97 NB
03) I 71 MM 97-98 NB
04) I 71 MM 98-99 NB
05) I 71 MM 99-100 NB
06) I 71 MM 101-100 SB
07) I 71 MM 100-99 SB
08) I 71 MM 99-98 SB
09) I 71 MM 98-97 SB
10) I 71 MM 97-96 SB
11) I 71 MM 96-95 SB
Level of Service: 13X

#1. ADOPT-A-HIGHWAY Litter Removal Service of America, Inc. ("AAH- LRSA") Duties:

#1a. AAH-LRSA will act as the Sponsors agent to obtain all permits and approvals required by the DOT.

#1b. AAH-LRSA shall arrange for Sponsor's Recognition Panel to be placed on the sign along the side of the highway at a location determined by the DOT. The graphics for the panel displaying the sponsor's name shall be approved by the sponsor prior to installation. Sponsor shall provide AAH-LRSA with artwork for the recognition panel within 14 days of execution of this agreement. AAHLRSA, Inc. shall not be responsible for the sign itself including but not limited to placement and maintenance as this is the responsibility of the Department of Transportation. One Northbound and one Southbound.

#1c. For a period of 2 Years after the installation of the Sponsor's recognition signage, AAH-LRSA will provide trash and litter removal services in accordance with all DOT rules and regulations, subject to weather or circumstances beyond the control of AAH-LRSA



ADOPT-A-HIGHWAY
LITTER REMOVAL SERVICE OF AMERICA, INC.

www.adoptahighway.net

Page 2: City of Grove City #01 - #11 I 71 MM 95-99 NB and I 71 MM 101-96 SB

#2. Sponsors Duty Under Agreement: Payment Terms

#2a. Payment Terms: Sponsor agrees to pay AAH-LRSA, 23 payments of \$225.00 per location x 11 = \$2475.00 over a period of: 2 Years to be paid Monthly upon receipt. An initial deposit of \$2475.00, to be applied to the first month, shall be paid by the Sponsor at time of contract signing, in addition to the one time set up/sign fee of \$550.00 per sign x 2 = \$1100. Billing will commence upon installation of sponsor panel. The deposit will be applied to the first month and billing will commence the following month. Sponsor may terminate agreement with 90 days written notice within the first 12 months after Sponsor panel installation or cleaning begins. If notice is not provided within the first 12 months after Sponsor panel installation, this agreement continues as stated. Ninety-day notice notification by Sponsor must be sent via email to accounting@adoptahighway.net

#2b. Following the 2 Years sponsorship, this agreement will automatically renew for successive 2 Years periods, unless written notice is given by either party to terminate the agreement at least (90) days prior to the renewal date. Ninety day non-renewal notification by sponsor must be sent via e-mail to accounting@adoptahighway.net. The sponsor will be notified upon renewal if the sponsorship fee will increase more than 5% during any of the successive sponsorship periods.

#2c. In addition to the above charges, the sponsor agrees that a separate set up/sign fee of \$550.00 x 2 = \$1100. (as previously mentioned in paragraph #2a) will be due upon execution of this agreement. This fee includes one standard color sign with company name/logo. Additional charges may apply in the event of damage to either recognition or background panel, city or state specification changes or company name/logo changes.

#2d. If this Agreement is breached by Sponsor for failure to pay any installment when due, AAH-LRSA may at their discretion and without notice to Sponsor, terminate this agreement, stop AAH-LRSA performance under this agreement, and cause the Sponsor's Recognition panel to be removed from the highway. In the event of a breach, Sponsor shall pay the sum due prior to the date that AAH-LRSA suspends performance, and in addition, as liquidated damages for future damages to AAH-LRSA, a sum equal to one-third (1/3) of the remaining balance due under the term of the agreement.

#2e. A late fee of (4%) of each installment not paid within 30 days, shall be paid with the next regular installment.



Page 3: City of Grove City #01 - #11 I 71 MM 95-99 NB and I 71 MM 101-96 SB

#2f. As the Department of Transportation holds AAH-LRSA responsible for cleaning each adopted area throughout the term of the permit, whether or not the sponsor's recognition signage is in place, there will be no interruption in billing or service in the event that a sponsor's recognition panel is removed from the highway as a result of unforeseen events. If the sign is removed for more than sixty (60) days, the sponsor has the right to suspend the term of the contract with AAH-LRSA until the signage has been reinstalled at which time the contract period will resume.

#2g. In the event that the DOT requires maintenance to begin, the 2 Years term will begin the month cleaning is required by the DOT.

#2h. Permits are issued by the Department of Transportation. Cancellation or interference with the status of the permit by the sponsor will not excuse the sponsor's obligation to fulfill the contract with AAH-LRSA.

#3 Governing Laws and Attorney Fees

#3a. This agreement shall be governed by the laws of the State in which the section of highway is located. If either party is found to be in default of this agreement, and judgment is issued against said party for its default, then said party in default agrees to pay reasonable attorney's fees and costs incurred by the non-defaulting party in enforcing this agreement.

#3b. In the event the DOT changes the required maintenance or the scope of work on the permit, AAH-LRSA reserves the right to terminate its obligation to provide the services required under this agreement, provided any funds collected from the sponsor in excess of those earned by AAH-LRSA shall be immediately refunded.

#4a AAH-LRSA shall indemnify, defend, and hold Sponsor harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses, including penalties, fines, and reasonable attorneys' fees, incurred in connection with or arising directly or indirectly from: any injury or death to persons (including without limitation Sponsor's employees) or damage to property associated with Sponsor's or Sponsor's employees activities contemplated by this Agreement, including the presence of, or activities by, Sponsor's employees on the adopted area.

#4a AAH-LRSA shall maintain in force while this Agreement is in effect, a certificate of insurance for current Commercial general liability insurance, with limits not less than \$1,000,000 per Occurrence, and workers compensation insurance with limits no less than \$1,000,000 per occurrence



ADOPT-A-HIGHWAY
LITTER REMOVAL SERVICE OF AMERICA, INC.

www.adoptahighway.net

Page 4: City of Grove City #01 - #11 I 71 MM 95-99 NB and I 71 MM 101-96 SB

#4 Entire Agreement: Modifications

#4a. This is the entire contract between the parties; any modifications must be in writing.

If the above is the agreement of the parties please sign below. The person signing this contract in their representative capacity represents that they have the authority of their company to do so.

Alejandro Macia
Adopt-A-Highway Litter Removal Service of America, Inc.

Date

Cindi Fitzpatrick
City of Grove City #01 to #011
City of Grove City
E-mail Address: cfitzpatrick@grovecityohio.gov

Date

For billing purposes please provide us with the following information:

All invoices will be sent via E-mail
Accounts Payable Contact Information:

Sponsor Full Company Legal Name: City of Grove City

Contact: _____

E-mail address for electronic billing: _____

Phone # _____ Fax # _____ P.O. # _____

Date: 03/28/23
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mayor/Berry
Approved: Mr. Boso
Emergency: X 30 Days:
Current Expense:

No.: C-13-23
1st Reading: 04/03/23
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-13-23

AN ORDINANCE TO APPROPRIATE \$4,250,000.00 FROM THE PINNACLE TAX INCREMENT FINANCING FUND AND \$4,250,000.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF IMPROVEMENTS TO HOLTON ROAD AND DECLARING AN EMERGENCY

WHEREAS, on July 19, 2004, City Council approved Resolution No. CR-52-04, adopting the Pinnacle Club Economic Development Plan; and

WHEREAS, in furtherance of the Economic Development Plan, and pursuant to Ohio Revised Code Sections 5709.40, 5709.42, and 5709.43 and Ordinance No. C-86-04, adopted by Council on September 20, 2004, the City created three incentive districts; and

WHEREAS, the City is authorized to use Pinnacle Tax Increment Financing Revenue for public infrastructure improvements that benefit the Development Area; and

WHEREAS, this Council, for and on behalf of the Pinnacle Tax Increment Financing Development Area, desires to fund and complete certain infrastructure improvements for Holton Road from Hoover Road to the Buckeye Parkway; and

WHEREAS, Council authorized \$900,000.00 for engineering expenses in the 2019 budget and \$400,000.00 for land acquisition in the 2022 budget for this project; and

WHEREAS, this capital improvement project, in the amount of \$8,450,000.00, was included as part of the Mayor's 2023 proposed budget; and

WHEREAS, planning for this project has been actively underway since 2019, with engineering complete, and land acquisition activities have begun; and

WHEREAS, Administration and Council recognize the need for this project, which will provide for efficient traffic movement and access improvements, in addition to curb, gutter, sidewalk and shared use path additions, allowing for heightened pedestrian safety in a busy school zone; and

WHEREAS, this project can be funded with a combination of Pinnacle TIF and General Fund revenue; and

WHEREAS, current liquidity and estimated General Fund balances are sufficient to maintain annual General Fund reserve greater than 25% operating expense; and

WHEREAS, this capital improvement project will serve to expand the supporting infrastructure needed for the future development of Pinnacle Park; and

WHEREAS, an emergency exists for the health, safety and general welfare of the community in that City began this Project in 2019 and current market conditions make it economically advantageous to move forward with the Project during 2023 and this appropriation is necessary.

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

SECTION 1. This Council hereby determines the proposed infrastructure improvements benefit the Pinnacle Tax Increment Financing Development Area.

SECTION 2. There is hereby appropriated \$4,250,000 from the unappropriated monies of the Pinnacle Tax Increment Financing Fund to account number 203000.578000 for the current expense of funding and completing certain infrastructure improvements for Holton Road from Hoover Road to the Buckeye Parkway.

SECTION 3. There is hereby appropriated \$4,250,000 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund and appropriated to account 305000.603260 for the current expense of funding and completing certain infrastructure improvements for Holton Road from Hoover Road to the Buckeye Parkway.

SECTION 4. For the reasons stated in the preamble, this ordinance is hereby declared an emergency measure and shall go into immediate effect.

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

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: 3/28/23
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mayor Stage
Approved: Mr. Boso
Emergency: 30 Days: XX
Current Expense:

No. : C-14-23
1st Reading: 04-03-23
Public Notice: 04-04-23
2nd Reading: 04-17-23
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-14-23

AN ORDINANCE TO APPROPRIATE \$479,300.00 FROM THE LOCAL FISCAL RECOVERY FUND FOR THE CURRENT EXPENSE OF ENGINEERING SERVICES FOR THE COLUMBUS STREET WET WEATHER SANITARY RELIEF SEWER AND STORM RELIEF SEWER

WHEREAS, the City of Grove City is planning to make capital improvements to the Columbus Street Corridor; and

WHEREAS, C-73-21 designated funding in the amount of \$3.9 million of the American Recovery Plan Act funds to be used for improvements to the City's Storm Sewer System; and

WHEREAS, on February 3, 2022, EMH&T submitted the *West Water Run and Grove City Creek Stormwater Master Plan* to the City; and

WHEREAS, the Columbus Street Wet Weather Sanitary Relief Sewer and Storm Relief Sewer Project would help address stormwater issues in the West Water Run and Grove City Creek watersheds; and

WHEREAS, this project includes improvements to benefit Security Drive & LaRosa Drive, Kingston Avenue, and Sawyer Court stormwater system as identified in the Master Plan; and

WHEREAS, C-27-22 authorized Preliminary Engineering Services for the Columbus Street Relief Sewer project; and

WHEREAS, CR-54-22 authorized an application for capital infrastructure improvement program funding from the Ohio Public Works Commission, which resulted in a recommended awarded a loan of \$878,359.55 and a grant of \$2,621,080.88; and

WHEREAS, a Water Pollution Control Loan Fund request has been secured through the Ohio Environment Protection Agency in the amount of \$3,225,000.00; and

WHEREAS, the City would like to authorize EMH&T to complete final engineering plans for the said improvements; and

WHEREAS, the Columbus Street Wet Weather Sanitary Relief Sewer and Storm Relief Sewer Project herein above described is considered to be a priority need for the community;

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

SECTION 1. There is hereby appropriated \$479,300.00 from the unappropriated monies of the Local Fiscal Recovery Fund to account number 141000.541000 for the current expense of engineering services for the Columbus Street Wet Weather Sanitary Relief Sewer and Storm Relief Sewer.

SECTION 2. This Ordinance shall take effect and be in force from and after 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

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: 03-28-23
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Boso
Sponsor: Mr. Berry
Emergency: 30 Days:
Current Expense:

No.: C-15-23
1st Reading: 04/03/23
Public Notice: 04/04/23
2nd Reading: 04/17/23
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-15-23

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING AMENDING THE CURRENT AGREEMENT WITH
THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC., POLICE DISPATCHERS

WHEREAS, on January 1, 2021, the City entered into an agreement with the dispatchers labor representative, the Fraternal Order of Police/Ohio Labor Council, Inc.; and

WHEREAS, the current three (3) year agreement is effective from January 1, 2021, and expires December 31, 2023; and

WHEREAS, pursuant to Section 29.3 of that agreement, the City and the Dispatchers seek to modify that agreement as outlined in the written Memorandum of Understanding attached hereto as "Exhibit A",

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

SECTION 1. The City Administrator is hereby authorized to sign the attached "Exhibit A", being an amendment to the current collective bargaining agreement between the City and the Dispatchers.

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-15-23
Exhibit - A'

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the City of Grove City, Ohio (Employer) and the FOP, Ohio Labor Council (Union) (dispatch bargaining unit) for the purpose of increasing wages for bargaining unit members as addressed in the Collective Bargaining Agreement (CBA) between them covering the term January 1, 2021, to December 31, 2023, in SERB case number 2020-MED-09-1027 and negotiating a successor collective bargaining agreement.

The parties agree:

1. that the Contract referenced above is incorporated into this Memorandum of Understanding as if fully rewritten.
2. that all articles and sections of the Contract not specifically modified and amended by this MOU as stated below, including all other sections of Article 13, shall continue in full force and effect until the expiration of the Agreement and until a successor agreement has been negotiated between the parties.
3. Article 13 shall be amended to include wage increases, effective as soon as practicable after the Effective Date of this MOU.

	2020	2021	2022	2023	2023+	2024	2025	2026
	Increase %	<u>3.00%</u>	<u>2.75%</u>	<u>2.75%</u>	<u>8.75%</u>	<u>3.0%</u>	<u>3.0%</u>	<u>3.0%</u>
Dispatcher								
Probation	\$21.73	\$22.38	\$23.00	\$23.63	<u>\$25.70</u>	<u>\$26.47</u>	<u>\$27.26</u>	<u>\$28.08</u>
Step 1	\$22.85	\$23.54	\$24.18	\$24.85	<u>\$27.02</u>	<u>\$27.84</u>	<u>\$28.67</u>	<u>\$29.53</u>
Step 2	\$25.12	\$25.87	\$26.59	\$27.32	<u>\$29.71</u>	<u>\$30.60</u>	<u>\$31.52</u>	<u>\$32.47</u>
Step 3	\$26.88	\$27.69	\$28.45	\$29.23	<u>\$31.79</u>	<u>\$32.74</u>	<u>\$33.72</u>	<u>\$34.74</u>
Step 4	\$28.59	\$29.45	\$30.26	\$31.09	<u>\$33.81</u>	<u>\$34.82</u>	<u>\$35.87</u>	<u>\$36.95</u>
Step 5	\$30.30	\$31.21	\$32.07	\$32.95	<u>\$35.83</u>	<u>\$36.91</u>	<u>\$38.02</u>	<u>\$39.16</u>

4. The parties agree that the Employer is offering a 2023 mid-year increase as well as successor yearly increases.
5. The parties agree to execute a successor collective bargaining agreement containing the above wage rate increases while maintaining all other articles of the contract are unchanged.
6. The parties agree that the Effective Date of this Agreement shall be the date it is signed by both a duly authorized representative of both the Employer and the Union.
7. The parties agree the effective dates of the successor collective bargaining agreement shall be January 1, 2024, to December 31, 2026,

8. The Employer and the Union agree and acknowledge that neither party has the right to use in any way whatsoever this Agreement in connection with any other issue, grievance, or arbitration between the parties except to enforce the terms of this Agreement.
9. This memorandum is agreed upon on a non-precedent setting basis to either party and shall not obligate either party to negotiate any other term or condition contained within the Collective Bargaining Agreement.

Date: _____

Date: _____

For the City of Grove City:**For the FOP, Ohio Labor Council:**
