

GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

December 05, 2016

6:00 – Budget Review

6:30 - Caucus

7:00 – Reg. Meet.

Presentations:

FINANCE: Mr. Davis

- | | |
|---------------------------|---|
| <u>Ordinance C-94-16</u> | Authorize the City Administrator to enter into a Grant Agreement with the Ohio Department of Natural Resources and Appropriate \$500,000.00 from the General Fund for the Design and Construction of a Playground. Second reading and public hearing. |
| <u>Ordinance C-102-16</u> | Reduce the Appropriation Amount for Various Funds and to declare an emergency. |
| <u>Ordinance C-103-16</u> | Appropriate \$7,500.00 from the Senior Nutrition Fund for Current Expenses. First reading. |
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SAFETY: Ms. Lanese

- | | |
|---------------------------|--|
| <u>Ordinance C-95-16</u> | Enact Section 720.10 of the Codified Ordinances titled Do-Not-Knock Registry. Second reading and public hearing. |
| <u>Ordinance C-104-16</u> | Authorize the City Administrator to enter into an Agreement for Dispatching and Communication Services with Jackson Township. First reading. |
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LANDS: Mr. Bennett

- | | |
|--------------------------|---|
| <u>Ordinance C-96-16</u> | Amend Section 1145.15 of the Codified Ordinances titled Portable Signs. Second reading and public hearing. |
| <u>Ordinance C-97-16</u> | Approve a Special Use Permit for Automotive Services for JC Automotive located at 3184 Southwest Blvd. Second reading and public hearing. |
| <u>Ordinance C-98-16</u> | Approve a Special Use Permit for Outdoor Seating for Mona's Eats-N-Treats located at 4362 Broadway. Second reading and public hearing. |
| <u>Ordinance C-99-16</u> | Approve a Special Use Permit for Outdoor Sales, Storage, Display for Home Depot located at 1680 Stringtown Road. Second reading and public hearing. |
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ON FILE: Minutes of: 11/21 Council Meeting

Date: 11/15/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mayor Stage
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-94-16
1st Reading: 11/21/16
Public Notice: 11/24/16
2nd Reading: 12/05/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-94-16

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO
ENTER INTO A GRANT AGREEMENT WITH THE OHIO DEPARTMENT
OF NATURAL RESOURCES AND APPROPRIATE \$500,000.00 FROM THE
GENERAL FUND FOR THE DESIGN AND CONSTRUCTION OF A PLAYGROUND

WHEREAS, on November 7, 2016 this Council enacted Resolution CR-68-16 to authorize the use of the design-build project delivery system for the construction of the dream field playground at Windsor Park; and

WHEREAS, as part of the construction of the dream field playground, the City applied for grant funding from the State of Ohio, Ohio Department of Natural Resources; and

WHEREAS, the City was awarded a \$500,000.00 grant; and

WHEREAS, because the grant 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. The City Administrator is hereby authorized to execute a new multi-year grant agreement with the Ohio Department of Natural Resources to fund part of the construction of the dream field playground at Windsor Park.

SECTION 2. There is hereby appropriated \$500,000.00 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund and appropriated to account number 305000.603159 for the current expense of design and construction of a playground.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-94-16

Exhibit A

**Community Recreation Project – Pass Through Grant Agreement
Ohio Department of Natural Resources**

This Community Recreation Project Pass Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio (the "State"), Department of Natural Resources, (hereinafter referred to as "ODNR"), acting by and through its Director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code and Amended Senate Bill No. 310, 131st General Assembly of the State of Ohio and the City of Grove City, an Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative.

All notices, demands, requests, consents, approvals and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, shall be sent by United States certified mail, return receipt requested, by overnight courier service (Fed Ex, UPS, etc.), by hand delivery in each case with written record of receipt by the recipient, or sent by fax or email with acknowledgement of the receipt by the receiving party, and shall be respectively addressed as follows:

(a) with respect to ODNR:

Ohio Department of Natural Resources
Office of Real Estate
2045 Morse Road, E2
Columbus, Ohio 43229
Attn: Recreation Services Administrator

(b) with respect to the Project Grantee:

City of Grove City
3200 Broadway
Grove City, OH 43123

Attn: City Administrator

The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above.

Pursuant to Amended Senate Bill No. 310, the 131st General Assembly of the State of Ohio has appropriated funds in the amount of Five Hundred Thousand Dollars (\$500,000.00) to make a grant to the Grantee for the costs associated with of construction of public park facilities in appropriation item C725E2, described as 'Dream Field at Windsor Park Playground', (hereinafter referred to as "Project"). Furthermore, \$10,000.00 of the total Project appropriation will be used by the ODNR for the administration of the Project. The Project reference number is **FRAN-025C**.

The General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under Section 154.22(F) of the Revised Code, as the fund from which these monies will be disbursed.

Pursuant to ORC Chapter 154 and Article VIII Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the "Treasurer") for the purpose of paying the "costs of capital facilities" including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping and furnishing capital facilities for parks and recreation, all as defined and described in ORC Section 154.01(K). A portion of those Bond proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to

comply with federal and State laws, regulations and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

NOW, THEREFORE, for the purposes of providing the funds to the Grantee pursuant to Amended Senate Bill No. 310 of the 131st General Assembly, the parties hereto covenant and agree as follows:

1. **FUNDING AMOUNT.** ODNR agrees to provide the Grantee Four Hundred Ninety Thousand Dollars (\$490,000.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Ten Thousand Dollars (\$10,000.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative cost. In no event shall ODNR's payment to Grantee exceed Four Hundred Ninety Thousand Dollars (\$490,000.00). Funds for this Project have been released by the Controlling Board as of _____, and encumbered by Contract Encumbrance Record Number _____ and are so certified by the Director of Budget and Management on _____. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code. Any funds provided under this Agreement that are not spent shall be returned in full to the State of Ohio.
2. **PROJECT DESCRIPTION.** The Grantee shall use the grant funds for 'Dream Field at Windsor Park Playground', a project to develop new public recreation facilities at Windsor Park in Grove City, OH, all as more fully described in Exhibit A attached hereto.
3. **COMMENCEMENT AND TERMINATION DATES.** This Agreement commences on its effective date and will, unless otherwise earlier terminated as provided herein, expire on the later of: i) 15 years from the date of Project completion (or Project acquisition if the Project is solely land acquisition); or ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the "Term"). Grantee shall complete the Project on or before June 30th, 2018.
4. **NO RESTRICTIONS OF RECORD.** The Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the property as a public parks and recreation facility. The Grantee represents that it is the fee simple owner of the property as described on Exhibit B attached hereto, on which the Project will be located and developed, and that the only restrictions of record with respect to the property are (a) any state of facts which an accurate survey might show, (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any Governmental Authorities having jurisdiction over the property and (c) all matters of record pertaining to the property, including dedicated public rights-of-way and the items identified on said Exhibit B, 'Boundary Map'.
5. **CONSTRUCTION SERVICES.** The Grantee represents that at the time of facility development on any land acquired with the proceeds of this Agreement it will contract for all construction services for the Project, and will provide construction administration. The Grantee shall have the full authority to contract with appropriate persons for the design and construction of the Project. The Grantee will secure all necessary permits and/or licenses for the Project. The Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline.
6. **OPERATION, MAINTENANCE, AND UPKEEP.** The Grantee, or its assigns approved by ODNR, shall be solely responsible for the operation, maintenance, and upkeep of the Project acquired or

developed pursuant to this Agreement, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation purpose during the Term. Failure to comply with this provision or any other provision of the Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x) the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds used to finance the grant to the Grantee over (y) the total number of months that such Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission.

7. **REMITTANCES.** If for any reason funds acquired through this Agreement are required to be paid, repaid or remitted to the State of Ohio, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

8. **COPY WITH REMITTANCE.** Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

9. **CONVEYANCE OF INTEREST IN PROJECT TO ODNR.** As security for the performance of the Grantee's obligations under this Agreement, the Grantee hereby conveys to ODNR an interest in the property upon which the Project shall be constructed, or if the Project is solely land acquisition, the Project, consisting of the right to use and occupy the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by the Grantee. This long-term interest shall be in effect during the Term of this Agreement. The Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the Ohio Public Facilities Commission or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with the Ohio Public Facilities Commission relating to the Bonds and the Project; provided that so long as Grantee shall not default under this Agreement, such lease shall not affect Grantee's Project or the use thereof. The ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.

10. **PROHIBITION AGAINST DISPOSITION.** The Grantee shall not dispose of all or any part of the Project funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and the Ohio Public Facilities Commission.. All notices, demands, requests, consents, approvals and other communications to the Ohio Public Facilities Commission shall be addressed as follows:

Ohio Public Facilities Commission
30 East Broad Street, 34th Floor
Columbus, Ohio 43215
Attn: Assistant Secretary

11. **WAIVER OF LIABILITY.** On and after the date of this Agreement, the Grantee agrees not to seek any determination of liability against ODNR, the OPFC, the Treasurer or any department, agency

or official of the State of Ohio in the case of claim or suit arising from the Project including acquisition of property or any future condition, construction, operation, maintenance or use of property or facilities which may be developed in relation to the Project. The Grantee forever releases and waives any and all claims it may ever possess or assert against ODNR and all employees, agents, officials and contractors and attorneys of same in relation to the Project.

12. INSURANCE. Unless otherwise agreed by ODNR, the Grantee shall maintain, or cause to be maintained, at no cost to the State, commercial general liability insurance and property insurance to insure the ODNR, the OPFC, the Treasurer and the State in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and the bodily injury, property damage, personal injury, advertising injury and employer's liability exposures of the Grantee. Unless otherwise agreed by ODNR, such insurance shall remain in force at all times from the date hereof through the Term of this Agreement.

13. BONDED AND INSURED EMPLOYEES AND AGENTS. Prior to release of funds by the Controlling Board, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.

14. PUBLIC FUNDS COMPLIANCE. The Grantee will assure compliance with all applicable Federal, State, and local laws and regulations pertaining to handling, management and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If the Grantee is a political subdivision of the State, grant funds shall be held in compliance with Chapter 135 of the Ohio Revised Code.

15. REPORTS AND RECORDS. The Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR and Ohio Public Facilities Commission for a period of not less than eighteen (18) years after the date of Project closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. The Grantee acknowledges that the Auditor of State and other departments, agencies and officials of the State of Ohio may audit this Project at any time, including before, during and after completion. The Grantee agrees that any costs of audit by the Auditor of State or any other department, agency or official of the State of Ohio will be borne exclusively by and paid solely by Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time. Grantee will be solely responsible for all costs associated with audit.

16. RESTRICTIONS ON EXPENDITURES. The Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds Granted under this Agreement and intends to comply fully with same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules and requirements.

17. DETERMINATION OF INELIGIBILITY. If it is determined by an audit by the Auditor of State or any department, agency or official of the State of Ohio or other agency or entity with legal audit

authority that any Project expense is ineligible, or not properly documented, the Grantee will repay that amount in full to the State of Ohio.

18. NO FINDING FOR RECOVERY. The Grantee represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that Section. The Grantee agrees that if this representation or warranty is determined by ODNR to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

19. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT. The Grantee will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), Stat. 1894 (1970), and Ohio Revised Code Chapter 163 for all real property acquisitions, and where applicable will assure that these requirements have been complied with for Project to be developed using funds provided by the legislature in Amended Senate Bill No. 310 of the 131st General Assembly.

20. PROJECT NONDISCRIMINATION. The Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap or disability on the same terms and conditions.

21. EMPLOYMENT NONDISCRIMINATION. The Grantee will not discriminate against any employee or applicant for employment, because of race, color, religion, national origin, ancestry, sex, age, military status, handicap or disability. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, sex, handicap or disability. Such action will include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the State of Ohio setting forth the provisions of this non-discrimination clause.

22. ODNR RIGHT TO TERMINATE. The State of Ohio reserves the right to terminate this Agreement and to recover any funds distributed by the Grantee to contractors or other payees in violation of the terms of this Agreement if the Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein.

23. LEGAL, FEDERAL TAX, AND OTHER COMPLIANCE. The Grantee will assure that monies expended under this Agreement are spent in conformity with their intent and purpose of the appropriation, the limitations on use set forth in the bill containing the appropriation, and Chapter 154 of the Ohio Revised Code and all other laws that apply to expenditure of monies by the Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2001-012, then the Grantee shall report the funds it acquires through this Agreement as a separate column identified consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the report identified above in this paragraph, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be sent to the address provided in Auditor of State Bulletin 2001-012.

The Grantee agrees to comply with all applicable federal, state and local laws and regulations, in the conduct of the work hereunder and acknowledges that its employees are not employees of the ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wages and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws.

The Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. The Grantee shall repay the ODNR for any funds improperly expended. Additionally, the Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to working capital expenditures) and are not used to refund or otherwise refinance existing debt of the Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. The Grantee agrees to consult with OPFC if the Grantee is uncertain of what expenditures are eligible to be financed with funds provided under this Agreement.

24. CONTRIBUTIONS CERTIFICATION. Grantee hereby certifies that neither it nor any of its officers nor the spouse of any such person, has made contributions to the Governor of Ohio in excess of the limitations specified in R.C. § 3517.13.

25. CONSTRUCTION CONTRACT COMPLIANCE. Grantee represents that it will comply with the Executive Order of the Governor of Ohio regarding equal employment and that it will include in any construction contracts for the Project provisions for compliance with the terms and conditions of the Copeland Anti-Kick Back Act, 18 U.S.C. §874, as the same are supplemented by regulations promulgated by the U.S. Department of Labor in 29 CFR, Part 3.

26. MODIFICATION. This Agreement may be modified if agreed to in writing by both parties.

27. ETHICS CERTIFICATION. The Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

28. SEVERABILITY. Each provision hereof shall be separate and independent and the breach of any provision by either party hereto shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by it hereunder. If any provisions hereof (or the application thereof to any person, firm or corporation or to any circumstances) shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement (or the application of such invalid provision to such persons, firms or corporations or circumstances other than those as to which it is invalid or unenforceable), shall not be affected

thereby, and said provisions hereof shall be valid and enforceable to the fullest extent permitted by law.

29. MISCELLANEOUS.

- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. Successors And Assigns. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of the ODNR.
- d. Notices. Except to the extent expressly provided otherwise herein, all notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.
- e. Conflict. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- f. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- g. Execution. This Agreement is not binding upon the ODNR unless executed in full, and is effective as of the last date of signature by the ODNR.
- h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- i. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

30. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement.

IN TESTIMONY WHEREOF, the Grantee and the ODNR have caused this Agreement to be executed by their respective officers duly authorized as of the date on which the Director of the Department of Natural Resources signs this Agreement.

FOR THE GRANTEE:

City of Grove City

Signature

Printed Name: _____

Printed Title: _____

FOR THE STATE OF OHIO, ODNR:

Paul R. Baldrige

Chief, Office of Real Estate & Land Management

Ohio Department of Natural Resources

Date: _____

APPROVED BY:

JAMES ZEHRINGER, DIRECTOR

Ohio Department of Natural Resources

Date: _____

ATTORNEY CERTIFICATION

I, _____ [name and title], acting as attorney for the City of Grove City, do certify that I have examined the Agreement and find that acceptance by Grantee has been authorized and that the execution thereof is proper and in accordance with the laws of the State of Ohio. Following signature, the Agreement, in my opinion, is a legal obligation of the City of Grove City in accordance with the terms thereof, and that Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement, as Authorized in Resolution or Ordinance No. _____, dated _____, 201__.

Legal Counsel for Grantee _____
(Signature)

Printed Name of Legal Counsel _____

Address _____

Registration Number _____

EXHIBIT A

PROJECT INFORMATION FILE

Forms and requested materials (maps, etc.) on pages 2-10 comprise the 'project information package'. Please complete these forms and send all completed forms and requested materials to the address below. This is the first step in the project coordination process.

Mary Fitch
ODNR
Office of Real Estate
2045 Morse Road, E2
Columbus, Ohio 43229-6693

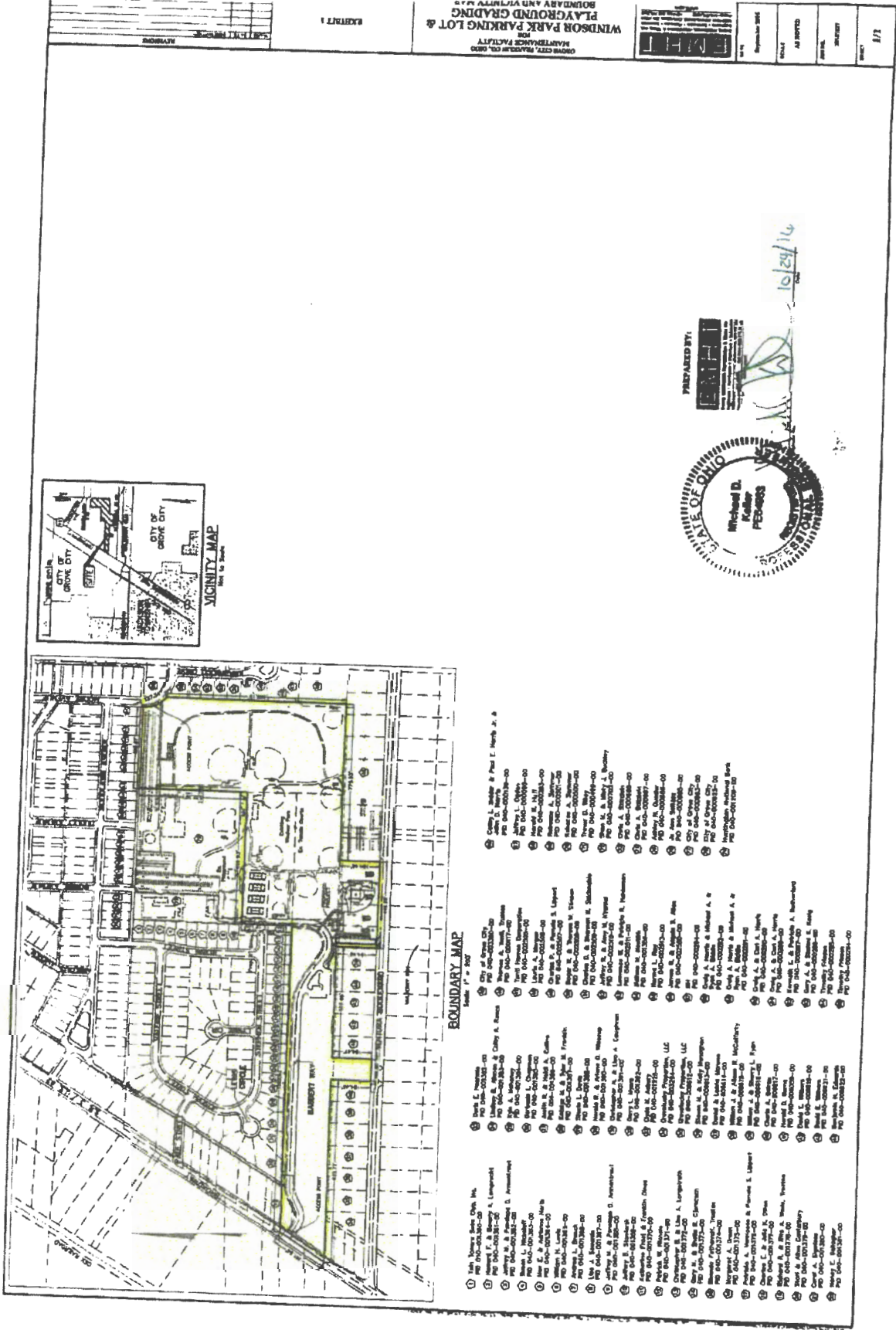
BASIC INFORMATION

1. Awarded Project Sponsor: City of Grove City, Ohio
2. Address, including zip code:
Sponsor's Address: City of Grove City 3200 Broadway, Grove City, Ohio 43123
Project Address: Windsor Park, 4330 Dudley Ave, Grove City, Ohio 43123
3. Tax Identification Number: 31-6400522
4. Telephone Number: 614-277-3000
5. Contact Person & Title: Charles (Chuck) W. Boso, City Administrator
6. Email: cboso@grovecityohio.gov
7. Telephone Number: 614-277-3003
8. Brief Description of Project: The project consists of a Inclusive Boundless Playground, parking lot, ADA accessible sidewalk/trails connecting amenities, and shelter facility. It is immediately adjacent to the playing field (Dream Field) which was part of the Phase 1 work that was completed in winter 2015 (operational in 2016).

This project supports the creation of a special baseball field and site amenities in Grove City designed for children of all abilities. One of the key elements of this Phase will be an Inclusive Boundless Playground and a baseball field with a special surface that accommodates players with crutches, wheelchairs and walkers.

This project completes the Dream Field campus which includes additional parking, an Inclusive Boundless Playground, shelter house and miscellaneous site improvements. This will provide activities for participants and families to recreate while participating at Dream Field events. Having concessions, restrooms, shade structures, shelter house, playground, in addition to the Dream Field provide for the 360 degree needs of the children and their families.

Grove City's Dream Field, opened in 2016, is the second such field in the Central Ohio standard metropolitan statistical area (SMSA) with a population of nearly two million people. The only other "Dream Field" same as Miracle Field for children of all abilities is located in Dublin, Ohio. It operates with 250 players and is located in the northwestern part of Central Ohio. Our field will serve the entire southern region of Central Ohio. The project, an effort of the City of Grove City and the Grove City Little League® Board, provides players in the southern half of central Ohio the opportunity to enjoy the same rite of passage as their able bodied counterparts.



Date: 11/28/16
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: X 30 Days:
Current Expense:

No.: C-102-16
1st Reading: 12-05-16
Public Notice:
2nd Reading: 12-19-16
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-102-16

AN ORDINANCE TO REDUCE THE APPROPRIATION AMOUNT FOR VARIOUS FUNDS AND TO DECLARE AN EMERGENCY

WHEREAS, various funds contain appropriations in excess of the 2016 certificate of resources; and

WHEREAS, the certificate of resources available for appropriation was calculated based on current information and best estimates immediately prior to the adoption of the 2016 tax budget in July, 2015, and

WHEREAS, the actual sources of revenue are expected to be less than anticipated in various funds; and

WHEREAS, it is necessary to reduce the appropriation amount in various funds in order to maintain a balance at or below the total estimated resources; and

WHEREAS, an emergency exists for the health, safety and general welfare of the community in that these amounts must be reduced before the end of the fiscal year so the various funds will balance correctly.

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

SECTION 1. There is hereby a reduction in appropriations for the following accounts.

Amount	Fund	Account
\$ 50,000.00	Street Maintenance	101400.531400
\$ 15,000.00	Big Splash	125700.514200
\$ 1,718,468.00	Capital Improvement	305000.603146

SECTION 2. As stated in the preamble, this ordinance is hereby declared to be an emergency measure and shall go into immediate effect.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/28/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense:

No.: C-103-16
1st Reading: 12/05/16
Public Notice: 12/08/16
2nd Reading: 12/19/16
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-103-16

AN ORDINANCE TO APPROPRIATE \$7,500.00 FROM THE SENIOR NUTRITION FUND FOR CURRENT EXPENSES

WHEREAS, the Senior Nutrition Fund was established to account for the receipt and expenditure of donations for senior nutrition programs of the City; and

WHEREAS, LifeCare Alliance administers Meals on Wheels and a senior dining site at the Evans Center to provide hot nutritional meals for homebound residents and adults aged 55+ in Grove City and Jackson Township; and

WHEREAS, approximately 300 people per month are served on a daily basis through these programs in Grove City and Jackson Township; and

WHEREAS, a supplemental appropriation is needed to allow for a donation of \$7,500.00 to LifeCare Alliance.

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

SECTION 1. There is hereby appropriated \$7,500.00 from the unappropriated monies of the Senior Nutrition Fund to account number 108000.559000 for Current Expenses associated with the Program.

SECTION 2. This ordinance appropriates for Current Expenses and shall therefore go into immediate effect.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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: 11/15/16
Introduced By: Ms. Lanese
Committee: Safety
Originated By: Mr. Davis
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-95-16
1st Reading: 11/21/16
Public Notice: 11/24/16
2nd Reading: 12/05/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

**Suggested
Amendments**

ORDINANCE C-95-16

AN ORDINANCE TO ENACT SECTION 720.10 OF THE CODIFIED ORDINANCES TITLED DO-NOT-KNOCK REGISTRY

WHEREAS, the City of Grove City desires to place additional reasonable restrictions upon persons and organizations visiting private residential properties for the purpose of peddling or soliciting goods, wares, merchandise or services; and

WHEREAS, non-commercial speech is entitled to broader protection under the First Amendment to the United States Constitution than commercial speech, affording the City a greater ability to regulate commercial speech than non-commercial speech; and

WHEREAS, the City has a substantial interest in allowing individuals to determine their level of comfort with privacy and whether or not they want to receive solicitation for goods, wares, merchandise or services; and

WHEREAS, the City desires to maintain a list of residents within the City who express a desire not to be visited by any peddler or commercial solicitor; and

WHEREAS, the maintenance of a regularly updated, all-inclusive, and readily accessible list by a municipality has been found to be a reasonable restriction upon free speech; and

WHEREAS, such regulations are immediately needed to protect the health, safety, and welfare of the residents of the City of Grove City.

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

SECTION 1. Section 720.10 is hereby enacted as follows:

720.10 Do-Not-Knock Registry.

(a) The City's Safety Director shall maintain a list of residents within the City who have expressed a desire not to be visited by any peddler or solicitor for a commercial purpose.

(b) Upon the issuance of any license issued pursuant to this Chapter, a peddler or solicitor shall be provided with a copy of the list of City residents who have expressed a desire in writing not to have any such commercial peddler or solicitor enter upon their property. Every peddler and/or solicitor licensed under this Chapter shall agree not to visit the premises so enumerated in the list provided to it by the City.

(c) The "Do-Not-Knock" registry is voluntary. To opt into the registry, residents must notify the City's Safety Director by submitting an official Registration Form. ~~A Registration Form~~ shall be available at ~~City Hall during normal business hours and~~ on the City's official webpage. ~~A resident opting into the registry shall have authority to sign for all occupants of the residential home or dwelling unit identified.~~

(d) The "Do-Not-Knock" list expires on December 31 of every year and any resident who wishes to maintain their name and address on the list must re-submit a Registration Form.

(e) The registry list shall be updated every thirty (30) days and shall be complete and current on the first day of each month.

(f) A copy of the "Do-Not-Knock" list can be obtained on the City's website. ~~in person at City Hall or via electronic or regular mail after sending a request to the City's Safety Director. Under no circumstances, may the City require an individual to identify himself or herself when requesting a current copy of the list.~~

(g) Whoever violates division (b) of this section shall have their license revoked as provided in Section 720.09(a). On a second or subsequent offense, within ninety days of the previous offense, whoever violates division (b) is guilty of a misdemeanor of the second degree as provided in Section 720.09(b).

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 11-29-16
Introduced By: Ms. Lanese
Committee: Safety
Originated By: Mr. Bsos
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-104-16
1st Reading: 12/05/16
Public Notice: 12/08/16
2nd Reading: 12/19/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-104-16

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

WHEREAS, on July 1, 2013 Council enacted Ordinance C-40-13 which approved a multi-year dispatching and communication services agreement with Jackson Township that expires on December 31, 2016; and

WHEREAS, the Parties wish to enter into a new Agreement for an additional three (3) year term; and

WHEREAS, this Agreement exceeds twelve (12) months and 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 Jackson Township upon the terms and conditions set forth in Exhibit A.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

AGREEMENT

Agreement to provide communication services ("Agreement") for the Jackson Township ("Township") Fire Department by the City of Grove City ("City") is made and entered into on the ____ day of _____, 2016, 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 agreement expired on December 31, 2013 and was previously extended until December 31, 2016; and

WHEREAS, the Parties wish to enter into a new Agreement for an additional Three (3) 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. 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 years 2017, 2018 and 2019, the township shall pay to the City, \$168,540.00 annually for such communication services;
 - 2) Township payments to the City shall be made quarterly.
- VI. This Agreement shall be for a period of three (3) years commencing on January 1, 2017 and ending on December 31, 2019 unless otherwise terminated earlier, as provided for herein.
- VII. During the original term of this Agreement, the Parties agree that they will meet and discuss the development and/or possible cost sharing of any new communications and/or technological improvements that would be beneficial to both Parties.
- VIII. This Agreement may be renewed or extended for additional periods of three (3) years upon mutual agreement of the parties, pursuant to the following process:
 - 1) If Township seeks an extension of the term of this Agreement it shall submit, in writing, a request to the City to extend this Agreement at least one hundred and eighty (180) days prior to the expiration of original term.
 - 2) The City shall be required to approve or disapprove, in writing, any request for an extension within ninety (90) days of receipt.
- IX. If this Agreement is extended for an additional three (3) year term pursuant to Section VIII hereunder, the City and Township shall mutually agree upon an updated payment amount.
- X. Either party, at its sole discretion, shall have the right upon one hundred eighty (180) days written notice to terminate this Agreement without penalty.
- XI. In the event of a breach of any provision of this Agreement, either party may terminate this Agreement, if following written notice to the breaching party, said breaching party fails to immediately attempt to remedy such material breach.
- XII. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties and executed in accordance with the laws of the State of Ohio.
- XIII. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to the Agreement, whether between the parties, or of any of the parties employees, agents, or volunteers will be resolved under the laws of the State of Ohio, in an appropriate court in Franklin County, Ohio.

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

CITY OF GROVE CITY, OHIO

JACKSON TOWNSHIP, OHIO

Charles W. Boso, Jr.
City Administrator

Michael Lilly
Township Administrator

Approved as to form:

Approved as to form:

Stephen J. Smith, Law Director

CERTIFICATION OF FUNDS

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

Ron Grossman, Fiscal Officer

Date

Date: 11/15/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Mr. Davis
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-96-16
1st Reading: 11/21/16
Public Notice: 11/25/16
2nd Reading: 12/05/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-96-16

AN ORDINANCE TO AMEND SECTION 1145.15 OF THE CODIFIED ORDINANCES OF GROVE CITY OHIO PORTABLE SIGNS

WHEREAS; there is a desire to streamline the process for businesses within the Central Business District to obtain permission to have a Portable sign; and

WHEREAS; these provisions will provide a more comprehensive and enforceable approach to Portable Signs in this District.

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

SECTION 1. Section 1145.15 is hereby amended to read:

1145.15 PORTABLE SIGNS.

(a) All portable signs are prohibited with the exception of A-frame signs as provided for in this section for commercial premises located in the Central Business District as defined in Section [1135.12](#).

(b) See Section [1145.02](#)(s) for definition of "portable sign".

(c) Applications for A-frame sign permits shall be submitted, at no cost to the applicant, on prescribed forms to the Building Division.

(d) If the A-frame sign permit is approved, the Building Division will issue an A-frame sign permit.

(e) A business may display one A-frame sign. The A-frame sign shall be exempted from the requirements for permanent signage and the total area of the A-frame sign shall not be included as part of permanent signage calculations.

(1) Commercial properties containing multiple tenants or businesses shall be consolidated to a single A-frame sign.

(f) A-frame signs shall meet the following requirements:

(1) The sign shall be located directly in front of the business that the sign advertises.

(2) The sign shall not impede or obstruct pedestrian or vehicular traffic.

- a. There shall be a minimum of four feet of open space free of all obstructions, including but not limited to the A-frame sign, sidewalk furnishings, street trees, trash receptacles, bike racks, fire hydrants, and lamp posts.
- b. A-frame signs shall not have moving parts, projections, lighting or any attention-grabber devices attached to them, including but not limited to streamers and balloons.
- c. A-frame signs shall be stable. If necessary, the sign shall be braced to prevent collapse or toppling. If the City determines that an approved sign is unstable, the City may remove the sign without notice to the owner.
- d. A-frame signs may be displayed on the sidewalk only during the hours when the business that the sign advertises is open. When the business is closed, the holder of the A-frame sign permit is responsible for removing the sign from the sidewalk.
- e. A-frame signs shall have a maximum height of forty-two inches and a minimum height of twenty-four inches. The maximum width of all A-frame signs shall be thirty-six inches.
- f. A-frame signs shall have two equally sized panels consisting of fixed-copy, chalkboard or a combination thereof. Panels shall be completely contained within the sign frame. Fixed-copy panels and text shall be consistent with the Historical Preservations Area (HPA) color palette. Panels shall be constructed of weather resistant material.
- g. The sign frame shall be constructed of weather-resistant material, finished black and designed to be compatible and appropriate with other street furnishings located within the public right-of-way, as outlined in the City's Right-of-Way Encroachment Agreement for the Town Center. The frame shall provide stable contact with the sidewalk. A-frame signs shall not have wheels.

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

Roby Schottke, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/15/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-97-16
1st Reading: 11/21/16
Public Notice: 11/24/16
2nd Reading: 12/05/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-97-16

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR AUTOMOTIVE SERVICES FOR JC AUTOMOTIVE LOCATED AT 3184 SOUTHWEST BLVD.

WHEREAS, JC Automotive, applicant, has submitted a request for a Special Use Permit for Automotive Services located at 3184 Southwest Blvd.; and

WHEREAS, on November 08, 2016, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, with the following stipulation:

1. No overnight parking or storage of vehicles shall be permitted outside of the structure; and
2. The proposed automotive repair shop shall comply with all Building Code standards.

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)A1f is hereby issued to JC Automotive, located at 3184 Southwest Blvd., contingent upon the stipulations set by Planning Commission.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/15/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-98-16
1st Reading: 11/21/16
Public Notice: 11/24/16
2nd Reading: 12/05/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-98-16

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR OUTDOOR SEATING FOR MONA'S EATS-N-TREATS LOCATED AT 4362 BROADWAY

WHEREAS, Mona's Eats-N-Treats, applicant, has submitted a request for a Special Use Permit for Outdoor Seating located at 4362 Broadway; and

WHEREAS, on November 08, 2016, 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)A1s is hereby issued to Mona's Eats-N-Treats located at 4362 Broadway, as submitted.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/15/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved:
Emergency: 30 Days:
Current Expense:

No.: C-99-16
1st Reading: 11/21/16
Public Notice: 11/24/16
2nd Reading: 12/05/16
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-99-16

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR OUTDOOR SALES/ STORAGE/DISPLAY FOR HOME DEPOT LOCATED AT 1680 STRINGTOWN ROAD

WHEREAS, Home Depot, applicant, has submitted a request for a Special Use Permit for Outdoor Sales/Storage/Display of Penske Rental Trucks located at 1680 Stringtown Rd.; and

WHEREAS, on November 08, 2016, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, with the following stipulations:

1. All trucks larger than 12 feet shall be parked in the rear (north side) of the site, in the area shown on the submitted site plan; and
2. Trucks shall be parked at least 10 feet from any fire hydrant; and
3. The rear parking spaces shall be delineated with white striping.

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)A1r is hereby issued to Home Depot located at 1680 Stringtown Rd., contingent upon the stipulations set by Planning Commission.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

PROJECT INFORMATION

SITE AREA	
THE HOME DEPOT	12.75 ACRES
TOTAL	12.75 ACRES

BUILDING AREA	
THE HOME DEPOT	102,513 SF
OUTDOOR GARDEN CENTER	27,988 SF
TOTAL	130,501 SF



LOCATION MAP

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.	CAL.	SIZE
PA	7	Picea abies	Norway Spruce	B & B	2.5' Cal	6' Ht. Min	
PP	6	Picea pungens	Colorado Spruce	B & B	2.5' Cal	6' Ht. Min	

PARKING SUMMARY

USER	RATIO REQUIRED	SPACES REQ'D	SPACES PROV'D
THE HOME DEPOT	1 SP/100 SF	410	608
PENSKE AREA			11
TOTAL		410	619

ZONING CLASSIFICATION

JURISDICTION: CITY OF GROVE CITY, OH
EXISTING ZONING: PUD-C

SPECIAL USE PERMIT REQ'D FOR TRUCK RENTAL PARKING

PROJECT NOTES

- THIS CONCEPT SITE PLAN IS FOR PLANNING PURPOSES ONLY. USE SPECIFIC INFORMATION SUCH AS EXISTING CONDITIONS, ZONING, PARKING, LANDSCAPE REQUIREMENTS MUST BE VERIFIED.
- THIS SITE PLAN IS BASED ON A DRIP 09/16/2004.
- ALL CURB CUTS AND TRAFFIC SIGNALS SHOWN EXISTING AND PROPOSED, MUST BE VERIFIED.
- SPECIAL USE PERMIT REQUIRED FOR PENSKE TRUCK RENTAL PARKING.

DRAWING ISSUE/REVISION	DATE	NARRATIVE	RECORD	INITIALS
08/03/16		SITE PLAN UPDATE		ACW
08/10/16		SITE PLAN UPDATE		SCD
08/22/16		SITE PLAN UPDATE		ACW
09/27/16		SITE PLAN UPDATE		ACW
10/14/16		SITE PLAN UPDATE		ACW
10/20/16		SITE PLAN UPDATE		ACW

SITE PLANNER	AMANDA WESTHOFF
SITE DEV. COORDINATOR	TODD WALDO
R. E. MARKET	MIDWEST
R. E. AGENDA NAME	PENSKE
PROTOTYPE CODE	NON-PROTOTYPE

THE HOME DEPOT
GROVE CITY, OH
THISTLEWOOD ROAD & STRINGTOWN ROAD

CLIENT SITE ID NUMBER 6954
OF PROJECT NUMBER 20161033.0

SCALE: 1" = 50'

SITE PLAN

