

**GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA**

March 02, 2020

7:00 p.m.

Regular Meeting

Presentations: Reach Out and Read; MORPC – 2050 Transportation Plan

LANDS: Mr. Schottke

Ordinance C-08-20 Authorize the City Administrator to enter into a Right-Of-Way Median Occupation and Maintenance Agreement with Indus Grove City Hotel LLC. Second reading and public hearing.

Ordinance C-09-20 Accept Real Property from Hennigan's Grove Association, Inc. Second reading and public hearing.

SAFETY: Mr. Schlabach

Ordinance C-10-20 Authorize the City Administrator to enter into an Agreement with Jackson Township for Dispatching and Communication Services. Second reading and public hearing.

ON FILE: Minutes of: 02/18/20 Council Meeting

Date: 02/2020
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense:

No.: C-08-20
1st Reading: 02/18/20
Public Notice: 02/19/20
2nd Reading: 03/02/20
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-08-20

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A RIGHT-OF-WAY MEDIAN OCCUPATION AND MAINTENANCE AGREEMENT WITH INDUS GROVE CITY HOTEL LLC

WHEREAS, on October 03, 2017, the Grove City Planning Commission recommended approval of the Development Plan for a Dual Branded Hotel by Indus Companies, Inc. located at the western terminus of Buckeye Place; and

WHEREAS, Grove City Planning Commission's recommendation included a stipulation that "final placement of any monument sign for the development shall be reviewed and approved by the Development Department"; and

WHEREAS, on October 16, 2017, Council enacted Resolution CR-43-17 which approved the Development Plan with the monument sign stipulation; and

WHEREAS, based on the unique features of this site and the fact that this will be the only use with access off the circular terminus of Buckeye Place, the City and Indus have prepared a Right-of-Way Median Occupation and Maintenance Agreement that permits an off-premise monument sign within this median.

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

SECTION 1. Council hereby authorizes the City Administrator to execute a Right-of-Way Median Occupation and Maintenance Agreement with the Dual Branded Hotel by Indus Companies, Inc. upon the terms and conditions set forth in Exhibit A, which permits an off-premise monument sign within the median.

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

Christine A. Houk, 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

RIGHT-OF-WAY MEDIAN OCCUPATION AND MAINTENANCE AGREEMENT

This Agreement, effective as of the latest date of signature in the signature block below, is entered between the **CITY OF GROVE CITY, OHIO** ("the City" or "Grove City") and **INDUS GROVE CITY HOTEL LLC** ("Tru/Home2 Suites"), collectively "the Parties" pursuant to the following representations, terms, and conditions:

WHEREAS, Tru/Home2 Suites is constructing a hotel at the terminus of Buckeye Place within the City; and

WHEREAS, Tru/Home2 Suites' site does not have street frontage to accommodate a sign for their hotel; and

WHEREAS, due to the unique circumstances of this site, the City is willing to permit Tru/Home2 Suites to construct and maintain a median island in the center of the Buckeye Place cul-de-sac for placement of a sign and

WHEREAS, the City desires to place a Grove City identification sign (the "Grove City Sign") visible from Interstate 71, on land owned by the Ohio Department of Transportation and Tru/Home2 Suites, in that area generally depicted on Exhibit 3

NOW, THEREFORE, the Parties do hereby agree as follows:

1. The City grants to Tru/Home2 Suites a non-exclusive, revocable license and right-of-entry to construct and maintain one (1) landscaped median island, and to erect and maintain a sign within said median island, with each having dimensions and at such location as set forth in Exhibit 1 and 2, within the City's right-of-way known as Buckeye Place. Final design/construction plans shall be submitted for review and approval of the Development Director. Nothing in this Agreement shall guarantee the approval of the final design/construction plans.
2. Tru/Home2 Suites shall be solely responsible for the construction and maintenance of the median island; the installation and maintenance of landscaping (including screening of any submeter) on the median island; servicing the median island with electric and water utilities for the sign and irrigation, if any, installed on the median island, including but not limited to ongoing service charges and initial installation costs; and construction and maintenance of the sign to be erected on the median island.
3. Tru/Home2 Suites may install one (1) monument sign on the median island. The dimensions and overall design of the sign shall be as set forth in Exhibit 2. No other permanent or temporary sign may be installed on the median island. Landscaping around the monument sign shall be as set forth in Exhibit 2.
4. Section 1145.13 of the Grove City Codified Ordinances, prohibiting private signs in the right-of-way, shall not apply to the sign so long as it is compliant with the terms of this Agreement. This Agreement does not otherwise waive any law, ordinance, rule, fee, or inspection that is otherwise required for the activities contemplated by the Agreement.

Right-of-Way Median Occupation
and Maintenance Agreement

5. Tru/Home2 Suites shall not permit the median island to become overgrown, infested with weeds, broken curb or gutters or otherwise in a state of disrepair, and shall repair any such conditions to the satisfaction of the City.
6. Tru/Home2 Suites agrees that it shall not take any action causing a lien or other encumbrance to be placed upon the City's property.
7. The City agrees that the signage shall be permitted to enter and remain on City property provided that Tru/Home2 Suites, their successors and assigns, acknowledge that the City may utilize the City property for any public purpose. In the event it is necessary for public purposes to gain access to the City property at the location of the encroachment by the signage, Tru/Home2 Suites acknowledges that the City may take any and all action necessary for public purposes (including, but not limited to, temporarily, permanently, or partially removing the signage located on City Property) necessary for its use and enjoyment of its unfettered rights as fee simple owner. In such event, the City shall not be liable for any expenses, damages to, or reconstruction or replacement costs of the signage, which encroach upon City property, regardless of what materials are used by Tru/Home2 Suites to construct the signage.
8. If Tru/Home2 Suites determines not to continue occupying the median island as set forth in this Agreement, they shall provide written notice of such determination to the City. The City may choose for Tru/Home2 Suites to remove the median island and return the cul-de-sac to its condition as it existed prior to this Agreement, excepting reasonable wear and tear, or to permit the median island to remain in place.
9. Tru/Home2 Suites agrees to indemnify and hold the City harmless from and against any claims arising from Tru/Home2 Suites use of the right-of-way contemplated in this Agreement.
10. Tru/Home2 Suites agrees to grant to the City an easement for the Grove City Sign subject to the following conditions:
 - a. True/Home2 Suites' mortgage lender agrees to subordinate the existing mortgage on the property to the easement
 - b. The City is responsible for existing utility lines, if any, in the area of the easement
 - c. The final location and height of the Grove City Sign shall be reasonably agreed to by the City and Tru/Home2 Suites, and
 - d. City agrees to mow that portion of Tru/Home2 Suites' property on the west side of the fence along Tru/Home 2 Suites entire western property line
11. The Parties will confer prior to construction to identify mutually acceptable construction staging areas.
12. If Tru/Home 2 Suites is determined by the City to be in breach of any term of this Agreement, the City shall provide notice of such breach to Tru/Home2 Suites. Tru/Home2 Suites shall have thirty (30) days in which to cure the breach, or such additional period of time with the City's consent, which shall not unreasonably be withheld. If the breach continues beyond the cure period, the City shall have the option to terminate Tru/Home2 Suites' rights under this Agreement or to remedy the breach and assess the costs thereof to Tru/Home2 Suites.

13. Failure to timely enforce any provision of this Agreement shall not be construed as a waiver of said provision or remedy.
14. This Agreement shall be binding upon the successors, agents, contractors, and assignees of Tru/Home2 Suites.
15. All notices contemplated by this Agreement shall be provided by regular mail or hand delivery to the following addresses:

a. For the City:

City of Grove City
c/o City Administrator
4035 Broadway
Grove City, Ohio 43123

b. For Tru/Home2 Suites:

Indus Grove City Hotel LLC
c/o David Kozar
1555 Lennox Town Lane
Columbus, Ohio 43212

16. The Parties acknowledge that this Agreement and any recorded information pertaining to this Agreement may be public records of the City, subject to release under the Ohio Public Records Law, and waive and release any claim against the City that may arise from the City's release of such records.
17. This Agreement may be executed in multiple counterparts, by electronic signature or facsimile, which taken together shall constitute an original.
18. The Parties agree that this document and the exhibits attached to it constitute the entire agreement between the Parties in relation to the subject matter herein, and no amendment may be made to this Agreement except by a writing executed by authorized representatives of all Parties.
19. The undersigned individuals warrant that they are authorized agents of their respective Parties.
20. This Agreement shall be governed by the laws of the State of Ohio, and any legal action to enforce the terms of this Agreement shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

In witness of this Agreement, and intending to be bound by its terms, the undersigned execute this Agreement on behalf of their respective Parties as of the dates indicated below:

[remainder of this page intentionally blank; signature page follows]

City of Grove City:

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form:

Stephen J. Smith, Law Director

Indus Grove City Hotel LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

Date: 02/10/20
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense:

No.: C-09-20
1st Reading: 02/18/20
Public Notice: 02/19/20
2nd Reading: 03/02/20
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-09-20

AN ORDINANCE TO ACCEPT REAL PROPERTY FROM THE HENNIGAN'S GROVE ASSOCIATION, INC.

WHEREAS, Hennigan's Grove Association, Inc. is the owner of Franklin County Auditor's Tax Parcel Numbers 040-011377-00 and 040-011375-00 located in the City of Grove City, County of Franklin and State of Ohio; and

WHEREAS, the HOA has asked the City to install playground equipment on the Property; and

WHEREAS, the HOA wishes to transfer the portion of the Property on which the playground equipment will be located to the City; and

WHEREAS, the City will be responsible for the upkeep and maintenance of the playground and playground related improvements and path, while the HOA will still be responsible for the regular, appropriate site maintenance, including regular mowing and turf-care services.

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

SECTION 1. The City Council hereby accepts real property from the Hennigan's Grove Association, Inc. as described in Exhibit A.

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

Christine A. Houk, 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

EXHIBIT A

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that HENNIGAN'S GROVE ASSOCIATION, INC., an Ohio not for profit Corporation (hereinafter referred to as "Grantor"), for valuable consideration paid, grants, with limited warranty covenants, to THE CITY OF GROVE CITY, OHIO, an Ohio municipal corporation (hereinafter referred to as "Grantee"), whose tax mailing address is 4035 Broadway, Grove City, Ohio 43123, the following described real property:

Situated in the State of Ohio, County of Franklin and City of Grove City, and being Lot number 97 of Hennigan's Grove Phase 2 Section 2, as the same is numbered and delineated on the recorded plat thereof, of record at Plat Book 98, Page 20 of the Franklin County, Ohio Records, also being Instrument Number 200110160238904, all in the Franklin County, Ohio Recorder's Office (hereinafter referred to as the "Premises").

Subject to (a) taxes and assessments not yet due and payable, (b) restrictions, reservations, conditions, covenants, easements and rights-of-way of record, if any, and contained or reserved herein, and (c) public streets and highways, and (e) zoning and building laws and regulations.

Tax district and parcel number: 040-011375-00

Prior Instrument Reference: Instrument Number 200602010020188, of the Recorder's Office of Franklin County, Ohio

1. **Restrictions on Use.** By the acceptance and recordation of this Deed, Grantee, its successors and assigns, hereby agrees that the Premises shall be held, used and improved by Grantee for public park purposes only, and that Grantee shall construct, improve and maintain thereon playground and playground-related improvements (including an access path) generally consistent with the plans attached hereto as Exhibit A.

2. **Maintenance Responsibilities.** Grantor covenants and agrees a condition of the grant to Grantee, that Grantor shall remain liable for and shall continue to provide regular, appropriate site maintenance, including regular mowing and turf-care services, for all portions of the Premises other than the playground and playground related improvements and path, located on the Premises. If Grantor fails to provide such maintenance services, Grantee may perform such maintenance at Grantor's cost and expense.

IN WITNESS WHEREOF, Grantor, acting by its duly authorized Board President, has executed and delivered this Limited Warranty Deed as of November ____, 2019.

HENNIGAN'S GROVE ASSOCIATION, INC.
an Ohio not-for-profit corporation
("Grantor")

By: _____
John Fuller, IV, President

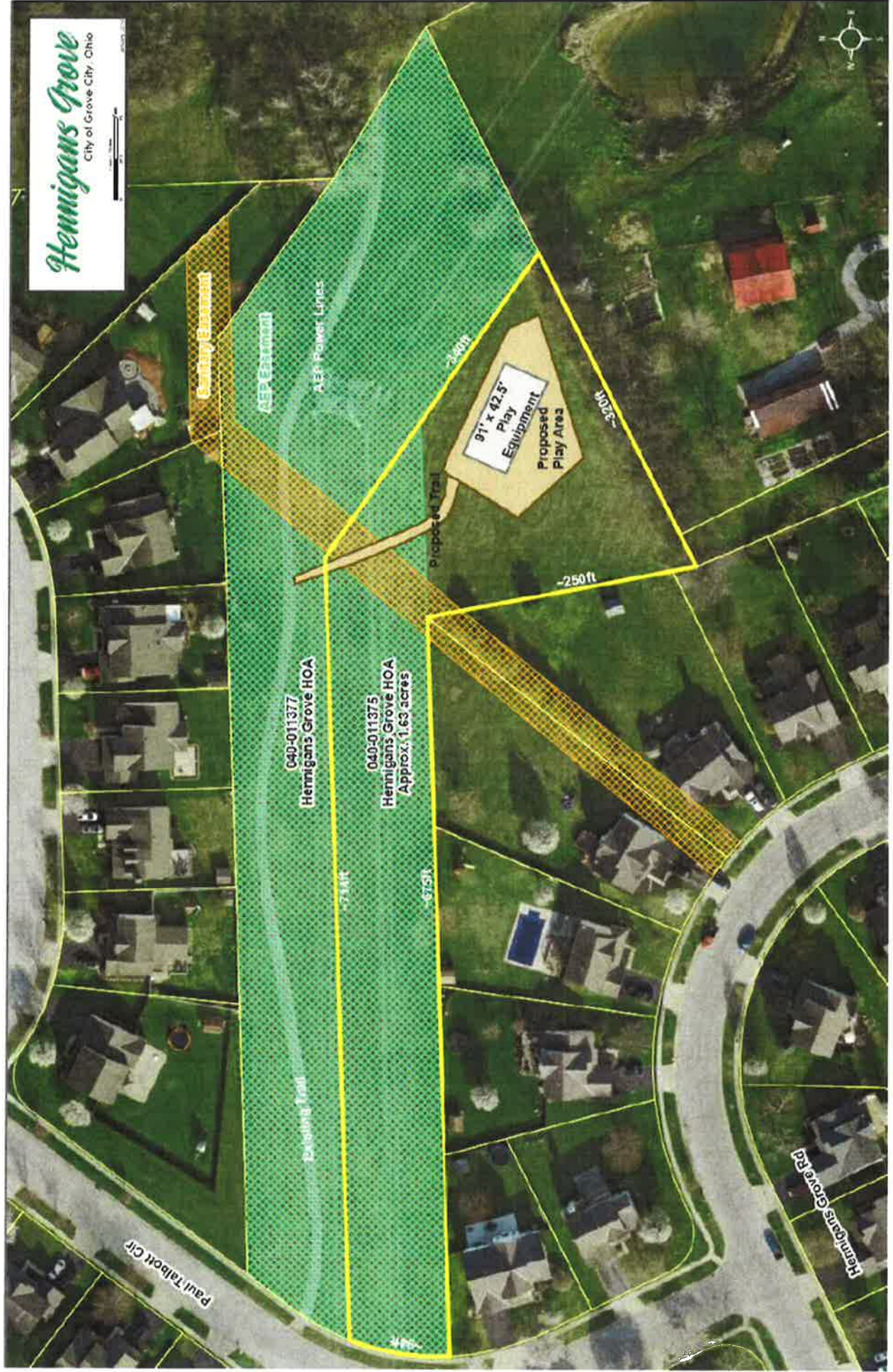
ACKNOWLEDGEMENT

STATE OF OHIO :
: ss
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this ____ day of November, 2019 by John Fuller, IV, President of HENNIGAN'S GROVE ASSOCIATION, INC. an Ohio not-for-profit corporation, on behalf of the company.

Notary Public

EXHIBIT A



Date: 02-11-20
Introduced By: Mr. Schlabach
Committee: Safety
Originated By: Mr. Boso
Approved:
Emergency: 30 Days: X
Current Expense:

No.: C-10-20
1st Reading: 02/18/20
Public Notice: 02/19/20
2nd Reading: 03/02/20
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-10-20

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

WHEREAS, on December 19, 2016, Council enacted Ordinance C-104-16 which approved a multi-year dispatching and communication services agreement with Jackson Township that expires on December 31, 2019; and

WHEREAS, the Parties wish to enter into a new Agreement for an additional five (5) 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.

Christine Houk, 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-10-2020

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 _____, 2020, 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 extend several times with the last extension expiring on December 31, 2019; and

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

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

- I. The City shall furnish the facilities, personnel and equipment for the purpose of providing communication services ("Communication Services") to the Township Fire Department. Communication Services shall include:
 - 1) Providing the Township access to the City's computer aided dispatch ("CAD") network for the purpose of accessing CAD call reports. This access shall be available at all Township fire stations;
 - 2) If requested, providing the Township a CAD printout to each Township fire station for each call for service received by the City;
 - 3) Representing the Township at all Franklin County E9-1-1 PSAP Manager meetings;
 - 4) Maintaining the E9-1-1 master street address guide for all areas located in the Township; and
 - 5) Performing other services as may from time to time be mutually agreed by the parties.

II. Additionally, the parties agree as follows:

- (1) The City shall provide the equipment and personnel necessary to provide twenty-four (24) hour a day and seven (7) day a week Communication Services for the Township Fire Department;
- (2) The City shall receive all calls and communicate the message or internal requests to the Township Fire Department in accordance with generally acceptable procedures for dispatching and in accordance with such procedures as shall from time to time be prescribed by the Township Fire Department and/or the City;
- (3) The City shall maintain a written and/or electronic log of all communications referred to in Section II(2) above. The Township shall have electronic access to these communication logs;
- (4) Dispatching shall be performed only by qualified individuals hired by the City;
- (5) Both parties recognize that the City is under no obligation to assign a dispatcher to exclusively perform dispatch duties under this Agreement and that there is no penalty upon the City for failing to meet to do so;
- (6) The City will continue its policy of handling radio calls in priority order without regard to whether the call is related to police, fire or emergency medical activity;
- (7) The Township, at its sole expense, shall assume all responsibility for the Township public safety radio equipment and shall pay any expenses, fees or other charges required to render it compatible with the City dispatch center and the Township shall coordinate any programming or equipment changes made or updates to programming or equipment; and the Township agrees that the programming for their public safety radios shall be consistent in their compatibility with the City and County;
- (8) If any addition of mobile data computers by the Township results in an increase in software costs for the City's dispatch center, the Township agrees to reimburse the City for those costs;
- (9) The City, at its expense, shall maintain the central dispatch computer and other City equipment; and
- (10) The Township may submit run card assignment changes to the Grove City CIC Manager for implementation into the CAD System.

III. The Township is solely responsible for providing fire and other emergency services for the residents, public officials, business entities and other individuals in the Township. The Township, at its sole discretion, is responsible for

determining the proper allocation of the equipment, personnel and all other resources for providing fire and other emergency services.

- IV. The City shall have sole discretion and oversight in determining the appropriate allocation of equipment, personnel and all other resources for providing Communication Services under this Agreement.
- V. As consideration for the aforementioned services to be provided by the City to the Township pursuant to this Agreement, the Township shall pay the City as follows:
 - 1) For calendar year 2020 the township shall pay to the City \$175,282.00 annually for such communication services.
 - 2) For calendar year 2021 the township shall pay to the City \$182,293.00 annually for such communication services.
 - 3) For calendar year 2022 the township shall pay to the City \$189,585.00 annually for such communication services.
 - 4) For calendar year 2023 the township shall pay to the City \$197,168.00 annually for such communication services.
 - 5) For calendar year 2024 the township shall pay to the City \$205,055.00 annually for such communication services.
 - 6) Township payments to the City shall be made quarterly.
- VI. This Agreement shall be for a period of five (5) years commencing on January 1, 2020 and ending on December 31, 2024 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 Jackson 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

Shane Farnsworth
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