

GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

Feb. 01, 2021

6:30 Caucus

7:00 p.m. Regular Meeting

Call to Order: President Houk

Roll Call: Clerk of Council

Approval of Minutes from 01/19 & 01/25

Welcome and Reading of Agenda: President Houk

LANDS: Mr. Schottke

- Ordinance C-73-20 Approve a Special Use Permit for a Dog Kennel for K9 Ohio located at 2102 Edwards Rd. Second reading and public hearing.
- Ordinance C-02-21 Accept the Annexation of 1.0 acres located at 3630 & 3640 London Groveport Road. Second reading and public hearing.
- Ordinance C-04-21 Accept the Plat of The Cottages at Brown's Farm, Section 1. First reading.
- Resolution CR-04-21 Approve a Certificate of Appropriateness for a Patio Enclosure for Blu-Willy's located at 3985 Broadway in the Historical Preservation Area.
-

SAFETY: Mr. Schlabach

- Resolution CR-05-21 Waive the provisions of Section 529.07(b)3 of the Codified Ordinances for the Wine & Arts Festival on June 18 -19, 2021 in the Town Center.
- Resolution CR-06-21 Waive the provisions of Section 529.07(b)3 of the Codified Ordinances for the Tacos & Tequila Festival on July 17, 2021 in the Town Center.
- Resolution CR-07-21 Waive the provisions of Section 529.07(b)3 of the Codified Ordinances for the Bourbon Festival on August 14, 2021 in the Town Center.
- Resolution CR-08-21 Designating Trick-or-Treat to be held on the last Saturday in October throughout the City of Grove City.
-

FINANCE: Mr. Holt

- Ordinance C-05-21 Appropriate \$325,654.00 from Various Funds for the Current Expense of the Reconstruction of the Southwest Blvd. Railroad Crossing and to authorize the City Administrator to enter into an Agreement with Indiana & Ohio Railway Co. for same. First reading.
-

Call for New Business

Call for Dept. Reports & Closing Comments

Adjourn: President Houk

ON FILE: Minutes of: 01/19 & 01/25 Council; 01/20 Planning Commission

Date: 12/14/20
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: C-73-20
1st Reading: 12/21/20
Public Notice: 12/22/20
2nd Reading: 01/04/21 *postponed to 2-1-21*
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-73-20

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A DOG KENNEL FOR K9 OHIO LOCATED AT 2102 EDWARDS ROAD

WHEREAS, K9 Ohio, applicant, has submitted a request for a Special Use Permit for a Dog Kennel – for training and boarding, located at 2102 Edwards Road; and

WHEREAS, on December 8, 2020, 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. The primary operations of the use shall be conducted in an indoor setting;
2. Any operation associated with the proposed use shall be within a fully screened area. Screening shall be in the form of either a six-foot height fence or masonry wall, or a four-foot height mound with evergreen trees spaced to provide full visual screening. If a fence or wall is used for screening, supplemental landscaping shall be installed to break up the visual mass of the fence;
3. A paved parking lot shall be installed, accessed off Edwards Road;
4. All signage on the site must comply with the requirements of Chapter 1145 and shall not be hand painted;
5. Permits shall be obtained from the Building Division for all on-site improvements, including those improvements previously installed without proper permits;
6. The Special Use Permit shall be valid for one (1) year from the effective date of the approval to allow for the evaluation of the appropriateness of the use on the site.

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)A1 is hereby issued to K9 Ohio, located at 2102 Edwards Road, contingent upon the stipulations set by Planning Commission.

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:

Date: 01/11/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-02-21
1st Reading: 01/19/21
Public Notice: 01/20/21
2nd Reading: 02/01/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-02-21

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 1.0+ ACRE LOCATED AT 3630 & 3640 LONDON-GROVEPORT ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 1.0+ acres, more or less, in Jackson Township was duly filed by the Solid Waste Authority of Central Ohio; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on October 27, 2020 and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on November 19, 2020.

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

SECTION 1. The proposed annexation, as applied for in the petition of the Solid Waste Authority of Central Ohio, being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on September 25, 2020 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on October 27, 2020, be and the same is hereby accepted.

Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 1371. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

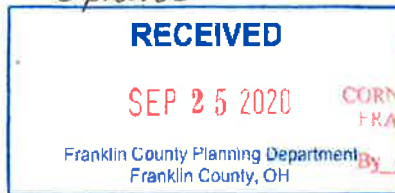
SECTION 2. The zoning on this annexation shall be Planned Unit Development - Industrial, and shall be placed in Ward 1. A map is attached as "Exhibit B" and made a part hereof.

SECTION 3. The City Clerk be and she is hereby authorized and directed to make three copies of the ordinance to each of which will be attached a copy of the map showing this annexation, a copy of the original petition, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, a certificate as to the correctness thereof. The clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and such other things as may be required by law.

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

Christine A. Houk, President of Council

C-02-21
Exhibit A



ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

ANX-24-20

**PROPOSED ANNEXATION OF 1.0 +/- ACRES
FROM JACKSON TOWNSHIP
TO THE CITY OF GROVE CITY**

Situate in the State of Ohio, County of Franklin, Township of Jackson, being in Virginia Military Survey Number 1371, being part of a 0.573 acre tract, referred to as Parcel One, and a 0.576 acre tract, referred to as Parcel Two, both as conveyed to Solid Waste Authority of Central Ohio in Instrument Number 201804180050609, all records being of the Recorder's Office, Franklin County, Ohio, and being more particularly bounded and described as follows:

COMMENCING at the southeasterly corner of said 0.573 acre tract, being on the centerline of right-of-way of London Groveport Road (S.R. 665);

Thence along the easterly line of said 0.573 acre tract, across said S.R. 665 right-of-way, North 02°48'37" East, 30.0 feet to a point, being on the northerly right-of-way line of said S.R. 665, said point being the **TRUE POINT OF BEGINNING** for the parcel herein described;

Thence across said 0.573 acre tract and said 0.576 acre tract, along the northerly right-of-way line of said S.R. 665, North 83°33'46" West, 200.0 feet to a point, being on the westerly line of said 0.576 acre tract and the easterly line of a 0.573 acre tract referred to as Parcel Three as conveyed to Solid Waste Authority of Central Ohio in Instrument Number 200406160138975, being on the easterly existing corporation line of the City of Grove City as established by Ordinance Number C-32-13 as recorded in Instrument Number 201307010110206;

Thence along the westerly line of said 0.576 acre Parcel Two and the easterly line of said 0.573 acre Parcel Three, along said City of Grove City corporation line, North 02°48'37" East, 219.9 feet to a point, being the northwesterly corner of said 0.576 acre Parcel Two and the northeasterly corner of said 0.573 acre Parcel Three and being on the southerly line of a 96.322 acre tract referred to as Parcel One - Tract One as conveyed to Solid Waste Authority of Central Ohio in Instrument Number 200406160138975;

Thence along the northerly line of said 0.576 acre Parcel Two and said 0.573 acre Parcel One and the southerly line of said 96.322 acre Parcel One - Tract One, along an existing corporation line of the City of Grove City as established by Ordinance Number C-61-99 as recorded in Instrument Number 199909200237661, South 83°33'46" East, 200.0 feet to a point, being the northeasterly corner of said 0.573 acre Parcel One and being on the westerly line of a 2.678 acre tract as conveyed to Solid Waste Authority of Central Ohio in Instrument Number 201808010102398;

Thence along the easterly line of said 0.573 acre Parcel One and the westerly lines of said 2.678 acre tract and a 0.089 acre tract as conveyed to the City of Grove City in Instrument Number 201004280051202, along said existing City of Grove City corporation line, South 02°48'37" West, 219.9 feet to the **POINT OF BEGINNING**, containing **1.0 acres, more or less in the proposed annexation.**

The total acreage of the combined boundary described herein contains a net acreage of 1.0 acres, being 0.5 acres out of 160-001629 and being 0.5 acres out of PID 160-001745.

This description and exhibit are intended for annexation purposes only and is not to be used for transfer of property.

Total perimeter of annexation is 840 feet of which 640 feet is contiguous with the City of Grove City by Ordinance Number C-32-13 and C-61-99, giving 76% perimeter contiguity.

This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342 and is based on field surveys conducted by E.P. Ferris & Associates, Inc. in August of 2020 under the direct supervision of Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342.



Matthew Lee Sloat 8/27/20

Matthew Lee Sloat, PS 8342

Date

C-02-01
Exhibit B

PROPOSED ANNEXATION OF 1.0+/- ACRES FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

Located in State of Ohio, County of Franklin, Township of Jackson, City of Grove City,
Virginia Military Survey No. 1371

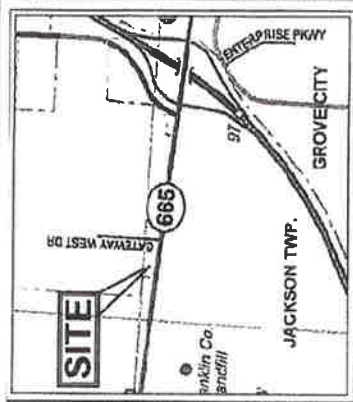
RECEIVED

SEP 25 2020

Franklin County Planning Department
Franklin County, OH

AUX-24-20

Scale: 1" = 100'



VICINITY MAP N.T.S.

CITY OF GROVE CITY, OHIO
INST. NO. 200003200053802
1.115 AC.

SOLID WASTE AUTHORITY OF
CENTRAL OHIO
INST. 20180400050609
PAR. 160-001629-00
PARCEL TWO
0.576 AC.

SOLID WASTE AUTHORITY OF
CENTRAL OHIO
INST. 201804180050609
PAR. 160-001745-00
PARCEL ONE
0.573 AC.

Ex. City of Grove City
Corporation Line
Ord. No. C-61-99
Inst. No. 199909200237661

SOLID WASTE AUTHORITY OF
CENTRAL OHIO
INST. NO. 20180801002198
PAR. 040-00369-00
2.618 AC.
EXCEPTING G.069 AC.
(INST. NO. 20100428005202)

SOLID WASTE AUTHORITY OF
CENTRAL OHIO
INST. NO. 2010060138975
PAR. 040-010224-00
PARCEL ONE - TRACT ONE
95.322 AC.

SOLID WASTE AUTHORITY OF
CENTRAL OHIO
INST. NO. 2010060138975
PAR. 040-010224-00
PARCEL THREE
0.573 AC.

Ex. City of Grove City
Corporation Line
Ord. No. C-39-13
Inst. No. 20130701010206

GROVEPORT ROAD (S.R. 665)
(PUBLIC ROADWAY)

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By: Matthew Lee Sloat Date: 8/27/20



Matthew Lee Sloat, P.E., P.S.
Registered Surveyor No. 8342
DATE 08-27-2020

RECEIVED
AUG 27 2020
Franklin County Engineer
Cornell R. Robertson, P.E., P.S.

CONTIGUITY NOTE

Total perimeter of Annexation is 800 feet of which 600 feet is in
Franklin County and 200 feet is in Jackson Township. The
contiguous parcels are C-39-13, giving the former Contiguity.

NOTE:
This annexation does not create an island of unincorporated areas
within the limits of the area to be annexed.
This exhibit is for information purposes only and is not to be used
for recording.

Legend

- Annexation Area
- Existing Corporation Line
- Proposed Corporation Line

E. P. FERRIS
ASSOCIATES
Surveying and Planning Consultants
4400 LIND AVENUE
COLUMBUS, OHIO 43212
(614) 296-2072 (fax)
www.epferris.com

Date: 01/25/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-04-21
1st Reading: 02/01/21
Public Notice: 2/02/21
2nd Reading: 02/16/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-04-21

AN ORDINANCE TO ACCEPT THE PLAT OF THE COTTAGES AT BROWN'S FARM, SECTION 1

WHEREAS, The Cottages at Brown's Farm, Section 1, a subdivision containing lots 1 to 16, 75 to 110, inclusive, and areas designated as Reserve "A, B, C & D", has been submitted to Council for their consideration.

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

SECTION 1. The Plat of The Cottages at Brown's Farm, Section 1, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 1434, containing 19.591 acres of land, more or less. Said 19.591 acres being part of a 36.403 acre tract conveyed to M/I Homes of Central Ohio, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

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

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

Christine Houk, 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: 01-25-21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: CR-04-21
1st Reading: 02/01/21
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-04-21

A RESOLUTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS FOR A PATIO ENCLOSURE FOR BLU-WILLY'S LOCATED AT 3985 BROADWAY IN THE HISTORICAL PRESERVATION AREA

WHEREAS, Section 1138.05 (a) of the Codified Ordinances states that a Certificate of Appropriateness is required from the Planning Commission prior to any new construction, remodeling, reconstruction or demolition, unless otherwise provided in subsection (c) hereof; and

WHEREAS, on January 20, 202 the Planning Commission recommended approval of the Certificate of Appropriateness request for the patio enclosure for Blu-Willy's located at 3985 Broadway with the following stipulations:

1. Hardiplank siding shall not be approved as an alternative material, as proposed on submitted elevations for the south and west elevations; and
2. The applicant shall work with the Urban Forester to select appropriate plantings for the landscape area between the patio enclosure and the pedestrian walkway.

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

SECTION 1. This Council hereby approves the Certificate of Appropriateness for the patio enclosure for Blu-Willy's located at 3985 Broadway, contingent upon the stipulations set by Planning Commission.

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

Christine A. Houk, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

Passed:
Effective:

Attest:

I Certify that this resolution
is correct as to form.

Date: 01/26/21
Introduced By: Mr. Schlabach
Committee: Safety
Originated By: Ms. Kelly
Approved: Mr. Schlab.
Emergency: 30 Days:
Current Expense:

No.: CR-05-21
1st Reading: 02/01/21
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-05-21

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 529.07(b)3 OF THE CODIFIED ORDINANCES FOR THE WINE & ARTS FESTIVAL ON JUNE 18 – 19, 2021 IN THE TOWN CENTER

WHEREAS, the 2021 Wine & Arts Festival will be held on the streets of Town Center on June 18 & 19, 2021; and

WHEREAS, Grove City Town Center, Inc. wish to have tastings and sell wine during this event; and

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

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

SECTION 1. The provisions of Section 529.07(b)3 of the Codified Ordinances that no person shall have in his possession an open container of beer or intoxicating liquor in a public place is hereby waived for this one occasion for the 2021 Wine & Arts Festival on the streets of Town Center on June 18 & 19, 2021.

SECTION 2. The provisions shall only be waived between the hours of 11:00 a.m. to 10:00 p.m. within the areas designated in Exhibit "A" attached hereto and made a part hereof. The pouring of wine shall be from 11:00 a.m. – 9:30 p.m.

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

Christine Houk, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

Passed:

Effective:

Attest:

I Certify that this resolution is correct as to form

Date: 01/26/21
Introduced By: Mr. Schlabach
Committee: Safety
Originated By: Ms. Kelly
Approved: Mr. Schlab.
Emergency: 30 Days:
Current Expense:

No.: CR-06-21
1st Reading: 02/01/21
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-06-21

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 529.07(b)3 OF THE CODIFIED ORDINANCES FOR THE TACOS & TEQUILA FESTIVAL ON JULY 17, 2021 IN THE TOWN CENTER

WHEREAS, the 2021 Tacos & Tequila Festival will be held on the streets of Town Center on July 10, 2021; and

WHEREAS, Grove City Town Center, Inc. wish to have tastings and sell tequila during this event; and

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

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

SECTION 1. The provisions of Section 529.07(b)3 of the Codified Ordinances that no person shall have in his possession an open container of beer or intoxicating liquor in a public place is hereby waived for this one occasion for the 2021 Tacos & Tequila Festival on the streets of Town Center on July 17, 2021.

SECTION 2. The provisions shall only be waived between the hours of 11:00 a.m. to 10:00 p.m. within the areas designated in Exhibit "A" attached hereto and made a part hereof. The pouring of tequila shall be from 11:00 a.m. – 9:30 p.m.

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

Christine Houk, 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: 01/26/21
Introduced By: Mr. Schlabach
Committee: Safety
Originated By: Ms. Kelly
Approved: Mr. Schlab.
Emergency: 30 Days:
Current Expense:

No.: CR-07-21
1st Reading: 02/01/21
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-07-21

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 529.07(b)3 OF THE CODIFIED ORDINANCES FOR THE BOURBON FESTIVAL ON AUGUST 14, 2021 IN THE TOWN CENTER

WHEREAS, the 2021 Bourbon Festival will be held on the streets of Town Center on August 07, 2021;
and

WHEREAS, Grove City Town Center, Inc. wish to have tastings and sell bourbon during this event; and

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

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

SECTION 1. The provisions of Section 529.07(b)3 of the Codified Ordinances that no person shall have in his possession an open container of beer or intoxicating liquor in a public place is hereby waived for this one occasion for the 2021 Bourbon Festival on the streets of Town Center on August 14, 2021.

SECTION 2. The provisions shall only be waived between the hours of 11:00 a.m. to 10:00 p.m. within the areas designated in Exhibit "A" attached hereto and made a part hereof. The pouring of bourbon shall be from 11:00 a.m. – 9:30 p.m.

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

Christine Houk, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

Passed:
Effective:

Attest:

I Certify that this resolution is correct as to form

Date: 01/26/21
Introduced By: Mr. Schlab.
Committee: Safety
Originated By: Mr. Schlab.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-08-21
1st Reading: 02-01-21
Public Notice:
2nd Reading:
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-08-21

A RESOLUTION DESIGNATING TRICK-OR-TREAT TO BE HELD ON THE LAST SATURDAY IN OCTOBER THROUGHOUT THE CITY OF GROVE CITY

WHEREAS, the City currently holds trick-or-treat on Thursday before Halloween, in accordance with a Mid-Ohio Regional Planning Commission agreement with may surrounding communities; and

WHEREAS, many residents have questioned the day in which Trick-or-Treat is held within the City; and

WHEREAS, holding this event on a weekend day rather than during the week provides for a safer environment for the children and the community; and

WHEREAS, holding trick-or-treat at a time when there is more natural light provides for a safer and more enjoyable community event.

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

SECTION 1. This Council hereby designates the last Saturday in October to be the official date for Trick-or-Treat throughout the City of Grove City between the hours of 4:00 – 6:00 p.m.

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

Christine Houk, 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: 01/25/21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Boso
Approved: Mr. Berry
Emergency: 30 Days:
Current Expense: XX

No.: C-05-21
1st Reading: 2/01/21
Public Notice: 2/02/21
2nd Reading: 2/16/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-05-21

**AN ORDINANCE TO APPROPRIATE \$325,654.00 FROM VARIOUS FUNDS FOR
THE CURRENT EXPENSE OF THE RECONSTRUCTION OF THE SOUTHWEST BLVD.
RAILROAD CROSSING AND AUTHORIZING THE CITY ADMINISTRATOR TO
ENTER INTO AN AGREEMENT WITH INDIANA & OHIO RAILWAY COMPANY FOR SAME**

WHEREAS, the City has prepared engineering plans in coordination with Indiana & Ohio Railway Company to improve the current Southwest Boulevard Rail Crossing, including consideration for a bike path crossing; and

WHEREAS, the City has coordinated with the Indiana & Ohio Railway Company to participate in improvements to Southwest Boulevard Rail Crossing by contributing 50% of project costs in an amount up to \$162,827.00; and

WHEREAS, the City received bids on October 2, 2020 for the Columbus Street Extension project which included Additional Bid 2 – Southwest Boulevard Rail Crossing to get competitive pricing for planned improvements; and

WHEREAS, the funds appropriated herein will be used for the construction of railroad crossing improvements.

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 enter into a Construction and Maintenance Agreement with Indiana & Ohio Railway Company for the Southwest Boulevard Rail Crossing (Railway's Milepost 108.58, DOT#151592D) according to the terms and conditions set forth in Exhibit A.

SECTION 2. There is hereby appropriated \$162,827.00 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund and appropriated to account number 305000.603224 for current expense of railroad crossing improvements.

SECTION 3. There is hereby appropriated \$162,827.00 from the unappropriated monies of the Capital Improvement Fund to account number 305000.603224 for current expense of railroad crossing improvements.

SECTION 4. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

C-05-21

Exhibit A

INDIANA & OHIO RAILWAY COMPANY
CONSTRUCTION AND MAINTENANCE AGREEMENT

RR MILEPOST 108.58
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT (this "Agreement") made this day of _____, 2020 ("Effective Date"), by and between the **City of Grove City**, hereinafter called "**Agency**", and **Indiana & Ohio Railway Company**, hereinafter called "**Railway**":

WITNESSETH:

WHEREAS, in the interest of public safety and aiding motor vehicle traffic, the **Agency** proposes to rebuild the existing public crossing of Southwest Boulevard at **Railway's** Milepost 108.58, DOT# 151592D and Railroad Project #IORY-20002C, hereafter called "**Project**"; located in the City of Grove City, State of Ohio by replacing the surface of such crossing with a precast concrete "tub crossing; and

WHEREAS, the **Agency** is willing to undertake the expense for the Project as detailed in **Exhibit B**, except as provided in Section I(C) of the Agreement; and

WHEREAS, attached hereto and hereby made a part hereof as **Exhibit A** is a Project Print showing the type, size and location of the Project; and

WHEREAS, **Railway** is willing to coordinate and cooperate with the **Agency** to permit construction of the **Project** upon the terms and conditions herein stated and not otherwise; and

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

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

I. Performance of Work

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

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

1. Project Plans & Specifications and Construction
Except as otherwise herein provided, furnish all plans, engineering, supervision, labor, material, supplies and equipment necessary for construction of the **Project**.
2. Repaving of Crossing Surface
Take all necessary, reasonable steps - including funding - for the repaving of the crossing surface.

3. Maintenance of Roadway Traffic

Bear responsibility for all roadway traffic detours, maintenance of roadway traffic, and all other roadway modifications, permanent or temporary, necessary for the **Project**.

4. Schedule & Notification

Provide Project construction schedule and notify **Railway** (a) fifteen (15) days prior to the date Railway is to provide flagging services and (b) twenty (20) days prior to date construction is to begin. Thereafter, the **Agency** will implement the entire Project in accordance with the mutually agreed upon schedule.

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

1. Flagging

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

C. COSTS AND PAYMENTS.

The Railway's financial contribution to the total Project cost shall be fifty percent (50%) of the total Project cost, or One Hundred Sixty Two Thousand Eight Hundred Twenty Seven dollars (\$162,827) based upon the confirmed construction contract amount as set forth on **Exhibit B**. The total project cost may be modified by amendment with the mutual consent of the Agency and the Railway. In the interest of clarity and to avoid ambiguity, the flagging and protective services provided by Railway pursuant to Section I(B) above are included in the total Project cost.

The **Agency** will invoice the **Railway** for its 50% contribution to the Project cost following the completion of the Project, including the final inspection and all punch-list items, and the **Railway** shall pay such invoice within ninety (90) days after rendering of such invoice.

II. Construction Plans and Specifications

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

III. Traffic Protection, Safety and Flagging

All work herein provided for, to be done by the **Agency** or its contractors on the **Railway's** right-of-way, shall be performed at such time and in such manner as not to interfere unreasonably with the movement of trains or traffic upon the tracks of the **Railway**. The **Agency** or its contractors shall

enter into a "Right-of-Entry Agreement" with the **Railway** prior to the first entry onto **Railway's** right-of-way, such Agreement to be provided by **Railway** upon request. The **Agency** or **Agency's** contractor shall reimburse the **Railway** for 50% of the actual costs related to flagging per *Section I.B.1.* in this Agreement. The **Railway** will submit bills for flagging and other protective services and devices during the progress of the work contemplated by this Agreement. The **Railway** may bill the **Agency** monthly or periodically for its force account when costs exceed \$1,000.

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

IV. Conditions, Restrictions, and Limitations

All the aforementioned rights are granted subject to the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions contained in this Agreement, including, without limitation, those set forth in the Right-of-Entry Agreement, Attachment 2 (Roadway Worker Protection Training Policy) and Attachment 3 (Contractor Safety Rules), each as attached hereto and by this reference incorporated herein; the **Agency** and its contractors, in the exercise of the rights and in the conduct of the **Project**, shall and will do, keep, observe and perform each and all of the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions thereof.

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

Agency agrees that at no time shall it file or permit the filing of a lien or liens upon the property of **Railway** related to the **Project**. If, at any time during the progress of the **Project**, at the time of acceptance of this Agreement or thereafter, any indebtedness due a subcontractor of **Agency** has become or may become a lien or liens upon said work, equipment or materials, **Agency** shall immediately, upon request from **Railway** pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond, or otherwise. In the case of its failure to do so, **Railway** may suspend the use of its property until such claim or indebtedness is paid or may apply such money toward the discharge thereof, or assert and enforce a claim against **Agency** for such claim or indebtedness, or declare this Agreement to be cancelled, take possession and control of the **Project** and complete the same or cause the same to be completed in accordance with the terms and conditions hereof.

V. [Intentionally Omitted.]

VI. Funding and Signatory Warranty

Agency acknowledges that it has available all funds necessary to complete the **Project** as set forth in the initial estimate (Exhibit B).

Each party to this Agreement certifies that its signatory has the authority to enter into this Agreement on its behalf.

VII. Term, Ownership, and Maintenance Responsibilities

The term of this Agreement commences on the Effective Date and shall continue for a period not to exceed the earlier of the condition precedent in Section IX(B), if it occurs, or 12 months after either (i) the date construction commences within the **Railway's** Right-of-Way or (ii) completion of the construction of the Project, as determined by the **Railway** and subject to Section IX(C). The **Agency's** and the **Railway's** obligations under Sections X and XI(B) shall survive the term of this Agreement.

Upon completion of the Project, the **Railway**, at the **Railway's** expense, will be responsible for the future maintenance of **Railway's** track infrastructure.

VIII. Assignment

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

IX. Construction

- A. The parties acknowledge that time is of the essence in the completion of the Project.
- B. The **Agency** shall complete all construction for the Project within ten (10) months of the Effective Date. If construction has not commenced within nine (9) months after the Effective Date, this Agreement becomes null and void.
- C. If construction has commenced and is not complete within ten (10) months of the Effective Date, the **Agency** shall provide the **Railway** a time line for the completion of the construction. The **Railway** will review and determine if amendments to the terms of this Agreement, including Exhibit B, or supplemental agreements are required prior to the completion of construction.

X. Indemnity

- A. As a material inducement for entering into this Agreement, and without which **Railway** would not enter into the same, **Agency** covenants and agrees that to the fullest extent permitted by law, **Agency** shall indemnify, defend, and hold **Railway** and its parent and affiliated companies (collectively, "Indemnitees") harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (excluding indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to, the employees of **Indemnitees**, **Agency** or their respective contractors, representatives or agents), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of **Indemnitees**, **Agency** or its Designees), caused by the performance of this Agreement by **Agency** or its contractors, representatives or agents performing any work or service on the **Agency's** behalf on or about **Railway's** right of way.
- B. **Agency** shall be responsible for all damages and expenses on account of injuries, (including death) to, and property damage of, any of its employees, agents, subcontractors or representatives while on the Property of **Railway** and shall indemnify, defend and hold

Indemnitees harmless from all claims of damage or suits which may arise, except and only to the extent that such claims, losses, damages or expenses are caused by the gross negligence of **Indemnitees**.

- C. IN NO EVENT SHALL EITHER PARTY OR ITS PARENT, AFFLIATE OR SUBSIDIARIES, IN THE CASE OF RAILWAY, BE LIABLE TO THE OTHER FOR ANY PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

XI. Cancellation of Project; Termination of Agreement: Remedies

- A. If **Agency** determines it is necessary to cancel the Project for any reason, **Agency** may terminate this Agreement by delivery of written notice to **Railway**.
- B. **Agency** shall reimburse **Railway** for (i) all reasonable costs and expenses incurred in returning **Railway's** property to its original condition to **Railway's** reasonable satisfaction, and (ii) any of **Railway's** expenses incurred in connection with its provision of flagging and protective services up until the time of termination.

XII. General Provisions

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

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

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

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

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

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

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

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

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

The following is a list of the attachments:

- Exhibit A – Project Plan Set
- Exhibit B – Rail Services Cost Estimate
- Exhibit C – Insurance Requirements
- Attachment 1 – G&W Code of Ethics and Conduct
- Attachment 2 – Roadway Worker Protection Training Policy
- Attachment 3 – Contractor Safety Rules

RE Contract: _____

RR Project #: IORY-20002C

DOT PID#: [N/A]

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

WITNESS:

CITY OF GROVE CITY

Authorized Representative Signature

Authorized Representative (print) / Title

WITNESS:

INDIANA & OHIO RAILWAY COMPANY

Authorized Representative Signature

Authorized Representative (print) / Title

RE Contract: _____

RR Project #: IORY-19017

DOT PID#: [N/A]

Exhibit A
Project Print

RE Contract: _____

RR Project #: IORY-19017

DOT PID#: [N/A]

Exhibit B
Rail Services Cost Estimate

SOUTHWEST BOULEVARD AT-GRADE CROSSING SURFACE REPLACEMENT

DOT# 151 592 D, IORY MIDLAND SUB, MP 108.58, GROVE CITY, OHIO

OPINION OF PROBABLE COSTS

PROJECT NO. 20200304

PREPARED: NOVEMBER 2, 2020



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers, Surveyors, Planners, Scientists

Item No.		Description	Quantity	Unit	Unit Price	Subtotal	Total
CONSTRUCTION COSTS							
1		Item 614 - Maintaining Traffic, As Per Plan	1	LS	\$18,000.00	\$18,000.00	
2		Item 623 - Construction Layout Stakes	1	LS	\$5,200.00	\$5,200.00	
3		Item 624 - Mobilization	1	LS	\$20,000.00	\$20,000.00	
4		Item 202 - Special, Track Removal	123	TF	\$76.00	\$9,348.00	
5		Item 202 - Pavement Removed, Asphalt	360	SY	\$15.00	\$5,400.00	
6		Item 203 - Excavation	132	CY	\$70.00	\$9,240.00	
7		Item 204 - Subgrade Compaction	423	SY	\$2.00	\$846.00	
8		Item 204 - Geotextile Fabric	164	SY	\$10.00	\$1,640.00	
9		Item 254 - Pavement Planing, Asphalt Concrete (T=1.5")	13	SY	\$165.00	\$2,145.00	
10		Item 613 - Flowable Controlled Density Fill, Fast Setting, Type III	30	CY	\$425.00	\$12,750.00	
11		Item 301 - Asphalt Concrete Base	67	CY	\$175.00	\$11,725.00	
12		Item 304 - Aggregate Base	75	CY	\$100.00	\$7,500.00	
13		Item 407 - Non-Tracking Tack Coat, Surface Course (0.10GAL/S.Y.)	32	GAL	\$3.00	\$96.00	
14		Item 407 - Non-Tracking Tack Coat, Intermediate Course (0.10GAL/S.Y.)	32	GAL	\$3.00	\$96.00	
15		Item 409 - Sawing and Sealing Asphalt Concrete Pavement Joints	114	LF	\$25.00	\$2,850.00	
16		Item 441 - Asphalt Concrete Surface Course, Heavy Traffic, PG70-22M	14	CY	\$290.00	\$4,060.00	
17		Item 441 - Asphalt Concrete Intermediate Course, Heavy Traffic, PG70-22M	16	CY	\$275.00	\$4,400.00	
18		Item 605 - 6" Shallow Pipe Underdrain	123	LF	\$40.00	\$4,920.00	
19		Item 611 - 6" Type C Conduit	32	LF	\$40.00	\$1,280.00	
20		Item 530 - Special, Precast Concrete "Tub" Crossing, 115RE	90	TF	\$1,050.00	\$94,500.00	
21		Item 530 - Special, New Track Construction, Complete Including Ballast	33	TF	\$190.00	\$6,270.00	
22		Item 530 - Special, Field Welds	6	EA	\$625.00	\$3,750.00	
23		Item 530 - Special, Track Surfacing	500	TF	\$9.50	\$4,750.00	
24		Item 530 - Special, 7" Grade Tie Replacement	30	EA	\$250.00	\$7,500.00	
25		Item 530 - Special, Relocate Active Warning Devices NE Quadrant	1	LS	\$38,000.00	\$38,000.00	
26		Item 530 - Special, Replacement of Existing Signal Crossing Lights with New 12" LED Lights and Side Lights	1	LS	\$15,500.00	\$15,500.00	
27		Item 644 - Edge Line, 4"	0.02	MI	\$7,300.00	\$146.00	
28		Item 644 - Lane Line, 4"	0.01	MI	\$3,900.00	\$39.00	
29		Item 644 - Center Line	0.01	MI	\$11,000.00	\$110.00	
30		Item 644 - Stop Line	26	FT	\$10.00	\$260.00	
31		Signal Department Allowance	1	LS	\$2,500.00	\$2,500.00	
32		Flagging Allowance	1	LS	\$12,000.00	\$12,000.00	

SOUTHWEST BOULEVARD AT-GRADE CROSSING SURFACE REPLACEMENT

DOT# 151 592 D, IORY MIDLAND SUB, MP 108.58, GROVE CITY, OHIO

OPINION OF PROBABLE COSTS

PROJECT NO. 20200304

PREPARED: NOVEMBER 2, 2020



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers, Surveyors, Planners, Scientists

		ENGINEER'S OPINION			
Item No.	Description	Quantity	Unit	Unit Price	Total
33	RPL Insurance Allowance	1	LS	\$1,500.00	\$1,500.00
SUBTOTAL CONSTRUCTION COSTS					\$308,321.00
CONTINGENCY					
34	Contingency			10%	\$30,840.00
SUBTOTAL CONSTRUCTION COSTS WITH CONTINGENCY					\$339,161.00
ENGINEERING AND CONSTRUCTION MANAGEMENT					
35	Construction Inspection	1	Allowance	\$15,000.00	\$15,000.00
SUBTOTAL ENGINEERING AND CONSTRUCTION MANAGEMENT					\$15,000.00
TOTAL OPINION OF PROBABLE PROJECT COST (2020):					\$354,161.00

Notes:

1. Unit abbreviations: LS = Lump Sum, EA = Each, LF = Linear Foot, TF = Track Foot, MI = Mile, GAL = Gallon, SY = Square Yard, CY = Cubic Yard, SF = Square Foot
2. Opinion of probable costs excludes any costs associated with upgrading or replacing existing warning devices.
3. Opinion of probable costs excludes any property acquisition or Right-of-Way takes.
4. Opinion of probable costs excludes engineering costs.

Exhibit C
Insurance Requirements

The coverage afforded hereunder shall include the liability assumed by the named insured under the following indemnification provisions contained in an agreement in writing between the **Agency** and **Railway** covering work to be performed upon or adjacent to its property **Mile Post 108.58** quoted herein below for convenience:

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

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

The policy or policies obtained by the Agency's Contractor shall provide coverage in amount of not less than Two Million Dollars (\$2,000,000) combined single limit for all damages arising out of bodily injury to or death of persons and for loss of or damage to property.

The policy or policies obtained by the Agency's Contractor, where applicable and available, shall contain Insurance Services Office Standard Endorsement CG 2417. The policy must contain a waiver of subrogation in favor of Railway and Agency's insurance coverage is primary.

No cancellation of this policy or modification of the coverage afforded under this endorsement shall be effective until ten (10) days' notice thereof has been given to:

Indiana & Ohio Railway Company (IORY); Attn.: Public Projects Consultant: Alfred Benesch & Company, 4614 Red Fox Road, Oshkosh, WI 54904 AND Indiana & Ohio Railway Company, Attn: Katelyn Krysiak, 4349 Easton Way, Suite 110, Columbus, OH 43219.

The policy as outlined herein shall name Railway and its affiliates as additional insureds with respect to F.E.L.A. coverage, and/or if applicable under the laws of the State in which the work is performed.

The policy as required herein shall name Genesee & Wyoming Inc. and all of its affiliates, including Indiana & Ohio Railway Company, as additional insureds.

Railway requires that each Insurance Carrier providing coverage must be an Admitted Company in the State for which this Agreement is written and has an A.M. Best rating of "A" or better and a financial class rating of 10 or better.

Prior to the performance of any work upon or adjacent to Railway's property under this Agreement:

(a) Agency shall furnish Railway a certified copy of a public liability and property damage

liability insurance policy issued in the name of Agency covering the contractual liability assumed by Agency. The form, substance, and limits of said insurance policy shall be subject to the approval of Railway and shall be in compliance with the provisions contained herein.

- (b) **Agency** shall furnish **Railway**, at **Agency** expense, a certificate of Workers Compensation coverage, including Federal Employee Liability Act coverage if applicable, for its workers and subcontractors in accordance with the requirements of the State or States in which said work is to be performed.
- (c) **Agency** shall furnish directly or through the **Agency's** contractor a policy of Railway Protective coverage in the amount of Two million and no/100 dollars (\$2,000,000.00) per occurrence, Six million and no/100 dollars (\$6,000,000.00) aggregate with named insured as outlined herein. **WARNING: ONLY A POLICY OF RAILROAD PROTECTIVE INSURANCE WHICH SPECIFICALLY NAMES GENESEE & WYOMING INC. AND ALL OF ITS AFFILIATES, INCLUDING INDIANA & OHIO RAILWAY COMPANY, AS THE INSURED PARTIES IS ACCEPTABLE AND A COPY OF SAID POLICY MUST BE RECEIVED PRIOR TO THIS PERMIT BEING APPROVED ON BEHALF OF RAILWAY.**

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

Attachment 1

GW CODE OF ETHICS AND CONDUCT

GW Code of Ethics and Conduct: This document is located online at
<http://ir.gwrr.com/document-library/company-code-ethics>

I certify that I have reviewed and understand the GW Code of Ethics and Conduct, and agree to abide by this Code for the duration of this Agreement while performing services for Indiana & Ohio Railway Company.

City of Grove City

Printed Name, Title

Signature

Date

Attachment 2**ROADWAY WORKER PROTECTION TRAINING POLICY**

Railroad and Contractor have a mutual interest in providing a safe workplace for the employees of both parties and in maintaining the integrity and security of Railroad's facilities and property (the "Property"). To help ensure this goal, Railroad has instituted a training program for all employees of Contractor or its subcontractor(s) seeking admission to the Property (the "Program"). These employees must successfully complete the Program. Contractor shall cause its employees, and shall cause its subcontractor to require its employees, to successfully complete the Program on an annual basis, at their sole cost and expense, prior to their admission onto the Property. The Program will be available on-line and administered by a third party on behalf of GWI. The cost per employee certification attempt is \$50.00 USD, payable via credit or purchasing card.

To access the G&W Roadway Worker Protection Training for Railroad Contractors Course on the RWT On-Line University please follow these instructions:

- Start at website www.rrtrainers.com
- Click on the "Enter On-Line University" button
- Select the G&W course by clicking on the course name
- On the right hand side of the page select "New User Registration"
- Fill out all of the fields on the registration page and submit
- You will receive a username and password via email
- After receiving the username and password go back to the On-Line University page and select the G&W course again
- Complete the registration process and training

All employees of the Contractor or its subcontractor(s) will be required to submit a copy of their training certification to the railroad personnel managing the applicable project.

RE Contract: _____

RR Project #: IORY-19017

DOT PID#: [N/A]

Attachment 3

Contractor Safety Rules



CONTRACTOR SAFETY RULES

**Issued to all North American Subsidiaries of
Genesee & Wyoming Inc.**

Effective April 1, 2002
Revised Dec. 31, 2006

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Introduction:

These rules apply to contractors performing maintenance, repair or specialty work on or about railroad property; on other properties the railroad is responsible for and/or on property directly adjacent to the railroad track.

They do not apply to contractors providing incidental services that do not influence safety, such as janitorial services, food & drink services, laundry, or other supply services.

Contractor Responsibilities:

1. All contractor employees must be trained in the work practices necessary to safely perform his or her job.
2. Document that each contractor employee has received and understands the purpose of the Genesee & Wyoming Inc. Contractor Safety Rules.
 - The contractor must prepare a record, which contains the identity of the contractor employee, the date of the training and means used to verify that the employee understood the training.
3. Ensures that each contractor employee follows the railroad's safety rules and procedures.
4. The contractor must advise the railroad of any hazards presented by the contractor's work when they occur.
5. Unless otherwise provided in the contract, the contractor is responsible for restoring ballast, filling holes created when replacing ties and removing all debris generated as a result of the work that is being performed. Permanent or temporary safety precautions must be in place each day prior to the contractor leaving the worksite. These safety precautions are the responsibility of the contractor when providing hazard protection.
6. All applicable transportation department rules apply to contractors when rail cars are involved in the project i.e. (Riding on equipment, 3 Points of Contact, 3 Step Protection, Getting on or off equipment.)
7. All pertinent railroad safety rules and regional procedures must be reviewed prior to the commencement of work on railroad property.
8. All contractor employee injuries and all railroad property damaged by the contractor must be reported to the regional railroad's claims office and the Genesee & Wyoming Inc. claims office located in Rochester, NY at (716) 463-3406. All reports must be completed in accordance to FRA Reporting requirements.

Definitions:

Flagman: An employee designated to direct or restrict the movement of trains at a point on track to provide on-track protection for Roadway Workers. This employee must be qualified on the railroad's operating rules, roadway worker safety; and may not perform any other duties.

Foul Time: A method of establishing working limits through exclusive use of the track in which notification is given and recorded by the train dispatcher or block operator to an employee that no trains will operate within a specific segment of controlled track during a specific time period, and the required blocking devices have been placed on the control machine to protect the track fouled. Foul time must remain in effect until the employee to whom the foul time was issued has reported clear of the track.

Fouling A Track: The location of an individual or equipment in such proximity to a track that the individual or equipment could be struck by a moving train or on-track equipment, or whenever an individual or equipment is within four (4) feet of the field side of the near running rail.

Inaccessible Track: A method of establishing working limits on non-controlled track by preventing access to the working limits.

Lone Worker: An individual employee who is not being afforded On-Track Protection by another employee, who is not a member of a gang, and is not engaged in a common task with another employee.

Restricted Speed: Prepared to stop within one-half the range of vision-short of a train, obstruction, or switch improperly lined. Be on the lookout for broken rail.

Roadway Maintenance Machine: Powered equipment, other than by hand, which is being used on or near the track for maintenance, repair, construction or inspection of track; bridges; roadway; or signal, communication, or electric traction systems. These machines may have road or rail wheels or may be stationary.

Roadway Maintenance Work Train: A train that is being operated within working limits in conjunction with roadway maintenance, construction or repairs, under the direction of a designated employee in charge.

Roadway Worker: An employee, or employee of a contractor whose duties include inspection, construction, maintenance or repair of track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near track with the potential of fouling a track, and flagmen and watchmen affording on track protection.

Track Centers: The distance from the centerline of one track to the centerline of an adjacent track.

Gage: The distance (4 ft. 8 1/2 inches) between track rails.

Clear of Tracks: Minimum clearance of at least four feet outside the rail of all tracks, and not between main tracks.

Blue Flag Protection: A method of providing protection for people who work on, under, or between railroad rolling stock; freight cars, locomotives, etc.

1. Accident/Injury Requirements:

The contractor is required to have an employee qualified to give first aid. If a contractor employee is injured while working on railroad property, he or she should be given first aid at once. Medical assistance should be obtained as soon as possible if further care is needed.

2. Personal Protective Equipment:**a. Safety Footwear:**

- Employees whose duties require them to work on or about tracks or equipment are required to wear leather laced type shoes that cover the entire foot. These shoes must be at least six inches high, and have safety toes, must have a defined heel of not more than 1 ¼ inches in height and must have oil resistant soles.
- Shoes that are excessively worn or, do not provide ankle support, have thin, loose or smooth soles must not be worn.

b. Eye Protection requirements:

- Safety glasses must be worn at all times while on railroad property. Protect your vision by wearing safety eyewear with side shields that are clean and properly fitted.
- If you wear corrective lenses, you must wear either approved prescription safety glasses with side shields or cover-all type goggles over your personal glasses:
- Do not face welding, heating, or grinding operations unless you are wearing appropriate eye protection.
- If you are performing work near electric (arc) welding or cutting operations, wear a welding helmet. If a welding helmet is not available, move a safe distance from the operation.

c. Hearing Protection:

- Wear hearing protection when you are welding, cutting, or exposed to flying sparks from these operations. Sparks from welding or cutting can burn your inner ear.
- Wear hearing protection when working in high noise areas in accordance with the railroad's hearing conservation policy, hereby attached.

d. Respiratory Protection

- Wear respiratory protection when you are exposed to fumes, dust, mist, or vapor.

e. Protective Clothing

- Wear protective gloves and clothing when you are handling or working on a wet cell battery, handling, pouring, or using acids, toxic substances, or solvents or, handling creosote materials.

f. High-visibility Workwear

All contractors are required to wear approved high-visibility workwear when they are on duty or on the Company property. Such high-visibility workwear must be worn as the outermost layer of clothing.

- i. High-visibility workwear must be approved by the Regional Director of Safety and may consist of a vest, coveralls, T-shirt or other clothing of the prescribed color (yellow/green or orange) equipped with reflective striping as follows: a horizontal band around the waist, two vertical bands and/or an "X" on the back, and two vertical bands in front from the waist to the top of the shoulders. Stripes must be of silver or yellow reflective material and be at least 2 inches (5 cm) in width.
- ii. Vests must be properly sized and constructed with tear-away features as approved by the Regional Director of Safety.

- iii. Defective, damaged or lost workwear must be reported immediately to your supervisor and replaced before reporting for duty.
- iv. Exceptions:
 - (a.) High-visibility workwear is not required when you are in these locations:
 - Lunchroom;
 - Locker room;
 - Inside vehicles;
 - Inside railway passenger cars;
 - Inside locomotive cabs; or
 - Offices.
 - (b.) When employees are working on locomotives or other equipment inside shop buildings, high-visibility workwear is recommended. All employees working outside of shop buildings require approved high-visibility workwear.
 - (c.) Accommodations for unusual conditions will be at the discretion of the Regional Director of Safety.

3. Working On Equipment:

Do not operate or ride on any equipment unless it is in the performance of your duties and you have been properly authorized to do so. Do not jump from equipment, platforms, or other elevated places. Use steps or a ladder.

4. Keep Clear of Suspended Loads or Cables/Chains under tension:

- a. Keep clear of suspended loads.
- b. Stand clear when chains, cables or other tackle in under tension.

5. Keeping Clear of Electrical Wires:

Keep at least 12 feet away from a dangling wire or any object that may be in contact with an electrical current. Keep others away until qualified personnel are notified and take charge.

NOTE: Qualified personnel are employees or contractors who have been trained or qualified to work with electricity.

6. Working With Tools:

- a. Do not modify tools.
- b. Before you use any tool, examine it for defects. Report any defects to your immediate supervisor.
- c. Defective tools must not be used.

7. Working Around On-Track Equipment:

Expect locomotives, cars and track maintenance equipment to move on any track, in either direction, at any time. Therefore, employees must look in both directions before crossing tracks.

8. Avoiding Potential Hazards:

Example: Employees should avoid walking, stepping, resting foot on or sitting on rails, frogs, switches, guardrails, pipe or interlocking apparatus or connections.

9. Crossing Tracks:

Employees must not cross tracks closer than 50 feet from standing locomotives and cars.

10. Working Near Moving Trains:

- a. Employees should never carry objects on their shoulders when they are near moving trains.
- b. Employees should not cross in front of moving trains or equipment.
- c. Placement of Material Near Tracks.
 - Employees should place toolboxes, test equipment and other objects not less than 25 feet from the nearest track. Place all lid apparatus so that lid will open toward track and be secured in place.
 - When performing work near tracks, arrange all tools, material, equipment or other objects so that a moving train or equipment will not strike them.

11. Working Near Standing Railroad Equipment:

Employees should keep themselves and material clear of and never lean against, sit on, or otherwise rest on standing railroad equipment.

12. Working In or Near Tunnels – On Bridges or Trestles:

- a. Employees must move to a safe location when a train or equipment moves past their work location in tunnel or on bridges, trestles or overpasses.
- b. Employees working in tunnels must be protected by railroad watchmen and must occupy safety manholes when a train approaches. Employees must secure loose clothing and maintain handhold if possible until train has passed.
- c. Walking in tunnels or on bridges, trestles and overpasses should be avoided whenever possible.
 - When an employee must walk through a tunnel or across a bridge, trestle or overpass the employee must look both ways and confirm with railroad personnel that they are properly protected and that he or she can safely complete the walk through the tunnel or across the bridge, trestle or overpass before any moving rail equipment passes through the tunnel or over that bridge, trestle or overpass.
 - Extra care must be taken when crossing open floor bridges or trestles.

13. Action to take if Safe Passage of a train is at risk:

If an event occurs that would interfere with the safe passage of trains, the employee must take immediate action to stop trains by radio communication to trains or the person in charge of the track. If protection cannot be immediately ensured, or if communications fail, flag protection must be immediately provided as prescribed by the railroad's rules.

14. Protection When Fouling or Working on a Track:

- a. Trains must be fully protected against any known condition that may interfere with their safe passage.
- b. If work on or adjacent to a track will create a condition interfering with the safe passage of trains, that work must not be attempted without permission of the employee in charge of the track.
- c. On Main Tracks or where Interlocking rules are in effect, protection is required in accordance with railroad operating and safety rules.

15. Returning Track to Service:

When track is to be returned to service, the employee in charge must take the following actions:

- a. Notify the Dispatcher or railroad supervisor responsible for the safety of the track of any restrictions necessary for the safe passage of trains.
- b. Ascertain that all track cars and trains are clear of the track, and notify the Dispatcher or railroad supervisor responsible for the safety of the track that they are clear.
- c. An employee designated by the railroad must inspect the track prior to operating trains.

16. Interlocking Switches within Work Area:

Dispatchers controlling interlocking switches within the Work Area must line such switches for movements within the Work Area and must apply blocking devices to the controls of those switches. These blocking devices must not be removed without permission of the employee in charge of the Work Area. This requirement does not relieve employees operating within the Work Area from complying with interlocking signal indications.

17. Flag Protection is Required When:

- a. Work is being performed by others not hired by railroad and the work is being performed on railroad property or adjacent to railroad right of way.
- b. Work is being performed by entities hired by the railroad and the work is being performed within 25ft from the center the track.

18. Fouling Track

Whenever fouling track, the following procedures will apply:

a. Action Required Prior to Issuance:

Before fouling a track, the employee in charge must determine that no trains have been authorized to move in the direction of the point to be fouled, and must ensure that Stop Signals have been displayed and blocking devices applied by the dispatcher to controls of Switches and signals leading to the affected track to be protected.

b. Permission to Foul a Track:

Permission to foul a track must include the following information:

1. Designation of track to be fouled
2. Location of fouling (mile posts)
3. Time limit for fouling (beginning time and ending time)

Permission must be repeated by the receiving employee and confirmed by the Dispatcher or railroad supervisor responsible for track safety before it is acted upon.

c. Clearing Fouled Track.

1. Stop all equipment and vehicles on the right of way while the train is passing
2. Stay clear until you are notified that it is safe to resume work

19. Safety Precautions: When working in yards and on tracks:

- a. Keep at least 50 feet from passing trains and equipment, if possible. Face the direction from which the train is approaching. Watch for projecting, dragging, or falling objects.
- b. Do not perform work that will interfere with the safe passage of trains.
- c. Inspect all passing trains to detect a dangerous condition.
- d. Cross tracks at least 50 feet from standing locomotives or cars.
- e. Do not cross between cars standing less than 50 ft. apart.
- f. Give hand signals for movement of work train or wreck train only if you are a member of the train crew. **EXCEPTION: Emergency stop signals may be given by anyone**

20. Employee In Charge:

The employee in charge is responsible for taking charge of the work performed by assembled gangs and arranging protection for the gangs.

The employee in charge is responsible for the safety, instruction, and performance of all employees under his or her jurisdiction.

The employee in charge advises the foremen of the assembled gangs how each of them will protect the safety of the employees under their direction.

The employee in charge is also responsible for:

- a. Ensuring that employees comply with all applicable rules.
 - Take the track out of service, or get verbal permission to temporarily foul the track according to operating rules.
- b. If employees are too scattered to hear the watchman's warning whistle or horn, assign advance (additional) watchmen as needed.
- c. If bad weather limits visibility, use additional protective measures as needed.

21. Watchmen:**Responsibilities:**

The employee in charge assigns watchmen to watch for approaching trains and warn employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman.

Follow these precautions if you have been assigned as a watchman:

- a. Give your full attention to watching for trains and warning employees.
- b. Do not perform any other duties, even momentarily.
- c. If you do not have a full view of trains approaching in either direction, or if you cannot give your full attention to your duties as watchman, signal employees to clear the tracks.
- d. Do not leave your station until the employee in charge determines that protection is no longer necessary, or the employee in charge has assigned another watchman who is in position and watching for approaching trains.

Watchman Duties:

Watchmen are responsible for watching for approaching trains and signaling employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman. A watchman's duty is to watch. Follow these procedures when you are performing the duties of a watchman:

When a train approaches from either direction, warn employees in time for them to clear track at least 15 seconds before the train approaches the point of work.

NOTE: You may need to give additional warnings around noisy operations.
Example: Sounding a whistle or blowing a horn.

22. Clearing Controlled Track:

Follow this procedure for clearing on a Controlled Track, which is any track shown in the timetable as being under the control of a Dispatcher or Block Operator.

- a. Clear all tracks, if possible, keeping at least 50 feet from passing trains and equipment.
- b. If you cannot clear all tracks;
 - Clear the track on which the train is approaching and the adjacent tracks.
 - Watch for trains in both directions and determine the track on which other trains will approach. Clear enough tracks so that you will not be trapped.
- c. If you are operating equipment within the gage of the track adjacent to the track being cleared, dismount the equipment and clear the track.

23. Working On Non-Controlled Industrial and Yard Tracks

Follow these procedures when working on and clearing Non-Controlled Track (Industrial, Yard, or any other track not controlled by a Dispatcher:

Make the working limits inaccessible to trains, engines or other on track equipment using one of the following procedures:

1. A switch lined and effectively secured in one of the following ways:
 - With a private lock on switches that will accommodate them.
 - Properly secured switch point clamp.
 - Driven spikes or wedges that require special tools to remove them.
2. Portable derail with flag.

24. Working Around Self Propelled Equipment:

Follow these safety precautions when working on or around self-propelled equipment:

- a. Use the handrail when getting on, riding on, and getting off equipment. Maintain three points of contact.
- b. Do not get on or off moving equipment.
- c. When working near or observing equipment:
 1. Perform a Job Safety Briefing and communicate with the operator of the equipment to cover the following:
 - Operating procedures.
 - Location of employees working around equipment.
 - Operator blind spots.
 - Signal to warn that equipment will move.
 2. When your duties require you to be around the equipment, you must maintain a 50-foot safe area from the equipment.
 3. If your duties require you to be within the 50-foot safe area of the equipment, perform those duties from the location established in your communication with the operator.

25. Roadway Maintenance Machine Operators

Follow these precautions when operating self propelled equipment:

- a. **Communicate with employees in the vicinity of the equipment and cover;**
 - Normal operating procedures including operator's blind spots.
 - Test the brakes immediately after starting.
 - Do not allow anyone to distract you or interfere with your duties.
 - Constantly look out for obstructions or unsafe conditions in the direction you are moving.
 - If you cannot see ahead or behind, designate another employee to keep a lookout for you.

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