

GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

January 22, 2019

6:30 - Caucus

7:00 - Reg. Meet.

PRESENTATIONS: Oaths of Offices

LANDS: Mr. Schottke

- Ordinance C-68-18 Approve a PUD-R Zoning Classification with Zoning Text for a 209.5 acre parcel located West of S.R. 104 and North of S.R. 665. Second reading and public hearing.
- Ordinance C-69-18 Approve the Annexation of 209.5 acres located West of S.R. 104 and North of S.R. 665. Second reading and public hearing.
- Ordinance C-03-19 Approve the Rezoning of 3615 Grant Avenue from R-2 & D-1 to R-2(single-family residential) First reading.
- Resolution CR-01-19 Approve the Development Plan for Farmstead – Hancock Property located at 62 Jackson Pike.
- Resolution CR-02-19 Approve a Certificate of Appropriateness for a Sign for Broadway Station Apartments located at 3443 Park Street in the Historical Preservation Area.
-

SAFETY: Mr. Davis

- Ordinance C-04-19 Amend Chapter 541 of the Codified Ordinances titled Property Offenses to include a new Section 541.11 titled Unsolicited Written Material. First reading.
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FINANCE: Ms. Houk

- Ordinance C-56-18 Approve the Electric Vehicle Charging Station Grant Program and Appropriate \$25,000.00 from the General Fund for same. Second reading and public hearing.
- Ordinance C-01-19 Levying Special Assessments for the Construction of Various Sidewalks in the City of Grove City. Second reading and public hearing.
- Ordinance C-02-19 Authorize the City Administrator to execute the Central Ohio Health Care Consortium Joint Self-Insurance Agreement. Second reading and public hearing.
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ON FILE: Minutes of: 01/07 Council Meeting; 01/18 Plan. Comm.

Date: 12/11/18
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-68-19
1st Reading: 12/17/18
Public Notice: 12/18/18
2nd Reading: 01/22/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-68-18

AN ORDINANCE APPROVE A PUD-R WITH TEXT ZONING CLASSIFICATION FOR
209.5+ ACRES LOCATED WEST OF STATE ROUTE 104 AND NORTH OF STATE
ROUTE 665 UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

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

WHEREAS, the Planning Commission approved the PUD-R Zoning Classification with Zoning Text request on December 04, 2018; and

WHEREAS, a copy of the annexation, together with a map and zoning classification request and the recommendation of the Planning Commission has been on file in the Clerk's office for thirty days for public inspection.

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

SECTION 1. The following described premises shall be given a zoning classification of PUD-R with Text, upon its annexation to the City of Grove City, Ohio:

Situated in the State of Ohio, County of Franklin, City of Grove City and being part of Virginia Military Survey 6118 and 1105, being all of that land described in deed to Jess H. Hancock Limited, of record, Recorder's Office, Franklin County, Ohio, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

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

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

Steven R. Robinette, 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



C-68-18

**DESCRIPTION OF AN ANNEXATION OF
209.2 ACRES TO THE CITY OF GROVE CITY
FROM JACKSON TOWNSHIP,**

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey 6118 and 1105, being all of that land described in deed to Jess H. Hancock Limited, of record in Instrument 199808050198533 and as described in deed to Lois L. Hancock Limited, of record in Instrument 199808050198537, (Parcel ID 160-001296, 160-000205, 160-000204, 160-000201) and all of that 1.613 acres described in deed to John H. Hancock, Trustee, of record in Instrument Number 201403120029967 (Parcel ID 160-000960), all being of record in the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

BEGINNING, at the northeast corner of Reserve H of the subdivision Indian Trails Section 2, of record in Plat Book 52, Page 16, being at an angle point in the existing corporation line of the City of Grove City, Ordinance C-70-75, of record in Deed Book 165, Page 584;

Thence WEST, a distance of 442 feet, more or less, with the north line of said Reserve H and the south line of said Hancock tract of land and the existing corporation line, to a point at the southeast corner of Grant Run Estates Section 3, of record in Plat Book 103, Page 35;

Thence NORTHEASTERLY, a distance of 395 feet, more or less, with the east line of said Grant Run Estates Section 3 and the existing corporation line, to a point at the southeast corner of that 28.50 acre tract described in deed to Perry Christian Jr., being an angle point in the corporation line of City of Grove City, Ordinance C-08-16, of record in Instrument 201602110017609;

Thence NORTHEASTERLY, a distance of 218 feet, more or less, with perimeter of said Hancock tract of land and existing corporation line, to a point being an angle point in the corporation line of City of Grove City;

Thence EASTERLY, a distance of 1277 feet, with line common to said Hancock tract and said 28.50 acres and said existing corporation line, also being in part with a proposed corporation line, to a point;

Thence NORTHERLY, a distance of 1140 feet, more or less, with the line common to said Hancock tract of land and that 20.045 acres described in deed to Robert Sexten and a proposed corporation line, to a common corner of said Hancock tract and that 159.016 acre tract described in deed to The Southeast Conservation Club;

Thence EASTERLY, a distance of 2377 feet, with the line common to said Hancock tract and said 159.016 acre tract and the proposed corporation line, to a point in the west right of way line of State Route 104;

Thence with the WESTERLY right of way line of State Route 104 and the proposed corporation line, the following courses:

SOUTHWESTERLY, a distance of 259 feet, more or less, to a point;

SOUTHWESTERLY, a distance of 124 feet, more or less, to a point;

Arc of a curve to the left, SOUTHERLY, a distance of 463 feet, more or less, to a point;

SOUTHERLY, a distance of 2560 feet, more or less, to a point in the north line a 7.362 acre tract described in deed to Paul G. Klein and Buddie J. Klein;

Thence WESTERLY, a distance of 1623 feet, more or less with the south line of said Hancock tracts of land and the proposed corporation line, to a point;

Thence WESTERLY, a distance of 1659 feet, with south line of said Hancock tract of land and proposed corporation line, to a southwest corner of said Hancock tract;

Thence Northerly, a distance of 1543 feet, with a west line of said Hancock tract and the east line of said Indian Trails Section 2 and a proposed corporation line, to the **POINT OF TRUE BEGINNING**, containing 209.2 acres, more or less.

The above description is based on deeds of record and available existing surveys, aforementioned description is not intended to be used for the transfer of real property. The acreages and distances shown are intended for zoning purposes only.

Area to be annexed shall be an Expedited II annexation, with 4820 feet contiguous with existing corporation line of Grove City, having a total perimeter of 9,060 feet, that contains 53.2% contiguity with existing corporation line of Grove City.

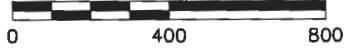
The above description is a general description of the location of the property to be annexed and is not to be considered a boundary survey.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



NORTH

SCALE IN FEET



HANCOCK
FRANKLIN COUNTY, OHIO

RECORD SURVEY

MAS DRAWING NO.:
174-158

2 OF 2

P:\2017\174-158\Survey\Draw\174158-SV01-SRV_REC.dwg[LAYOUT2 (2)] LS:(5/24/2018 - msmith) - LP: 5/24/2018 9:26 AM

C-68-18

City of Grove City, Ohio
Project Narrative and Zoning Text

For:

Farmstead

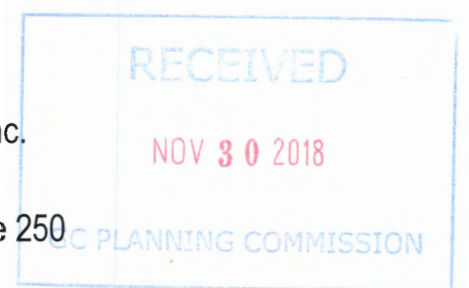
December 4th, 2018

Applicant:

Grand Communities, LLC.
Contact: Jason M. Wisniewski
3940 Olympic Boulevard, Suite 100
Erlanger, Kentucky 41018
(859) 344-3136

Project Engineer:

Civil & Environmental Consultants, Inc.
Contact: Tim Volchko, P.E.
250 Old Worthington Bridge Road, Suite 250
Worthington, Ohio 43085
(614) 540-6633



Farmstead Planned Unit Development (PUD)

Final Development Plan Application Submittal

Application Index:

The following are included herein as part of the required items for the Development Plan Application:

- 1. Title Page**
- 2. Project Narrative**
- 3. Zoning Text**
- 4. Exhibits/Appendix**
 - a. Exhibit A Metes and Bounds Legal Description
 - b. Exhibit B Record Survey
 - c. Exhibit C Sub-Area Plan
 - d. Exhibit D Conceptual Signage Plan
 - e. Exhibit E Product Offering Examples
 - f. Exhibit F Model Home Layouts and Signage Elements
 - g. Exhibit G High Impact Matrix
 - h. Exhibit H Home Mix Guidelines

FARMSTEAD – PROJECT NARRATIVE

Farmstead is a residential master planned community located east of Hawthorne Parkway along Jackson Pike. The modern farmhouse-themed community consists of various single-family detached residential housing products, single-family attached residential, active and passive open spaces, and a proposed school (elementary).

Farmstead's primary access is from Jackson Pike, and the Development Plan proposes an efficient, curvilinear internal roadway system that connects to the existing stub streets of Hawthorne Parkway and Windcliff Drive. Hawthorne Parkway will be extended in phases from Jackson Pike to its current terminus at the western boundary; thus, meeting the objectives of Grove City's Thoroughfare Plan, and providing a landscaped gateway for the community.

In addition, Farmstead encourages walkability through an extensive sidewalk and path network that connects existing adjacent open spaces including Indian Trails Park along the western boundary. The paths will vary in size and materials so that they can be constructed and themed with respect to the existing conditions in which they are located. Farmstead includes numerous active and passive open spaces throughout the community, and includes a central amenity center. All residents of Farmstead will have access to the amenity center – owned and maintained by a mandatory Homeowners Association – which may include a clubhouse/cabana, pool(s), playground/tot lot, and parking area.

A number of natural features inform and influence the community design, including the wooded floodplain areas in the north and west portions of the site, wetlands, and existing hedgerows/tree lines. The final development plan preserves, to the greatest extent possible, these natural features so that they increase home values and enhance the lifestyle and character of the community.



FARMSTEAD – ZONING TEXT

The Farmstead Planned Unit Development (PUD) consists of five (5) parcels totaling approximately two hundred six (206) acres located along the west side of Jackson Pike and east of Hawthorne Parkway, and is further depicted on the Final Development Plan.

Unless otherwise specified in the submitted drawings or in this written text, the development standards of Part Eleven – Planning and Zoning Code of the Codified Ordinances of the City of Grove City (Local legislation current through 12-4-17) shall apply. Basic development standards are compiled regarding the proposed density, site issues, traffic, circulation, landscape, and architectural standards. These component standards ensure consistency and quality throughout the property's development.

For the purposes of the Farmstead PUD, the plan is divided into nine (9) "sub-areas" which are identified on the Sub-Area Plan (Exhibit C). Sub-Areas A through G allow various single-family detached residential, Sub-Area H allows single-family attached residential, and Sub-Area I is reserved for future development of a school. The General Development Standards are as follows:

I. GENERAL PROVISIONS

- A. The provisions outlined within these development standards shall apply to the 206.21 acres of land as described in Exhibit A and shown in Exhibit B unless otherwise approved by Grove City Council. Other provisions of the Grove City Code shall apply to the extent that this Zoning Text and Development Standards do not address such matters.
- B. For the purposes of this Zoning and Development Standards Text, the terms and words contained within carry their customarily understood meanings. Words used in the present tense include the future and the plural includes the singular and the plural. The word "shall" is intended to be mandatory; "occupied" or "used" shall be considered when followed by the words "or intended, arranged or designed to be used or occupied". In case of any difference of meaning or implicated between this text and the Codified Ordinances of Grove City, the Zoning Text shall control.
- C. All provisions of this Zoning and Development Standards Text are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection, section or other provision is invalid, the remaining provisions and application of those provisions to other persons or circumstances are not affected by that decision.
- D. Deviations from the standards, requirements, and uses set forth herein as well as the Zoning Code may be approved by City Council through the Development Plan process, as long as they are consistent and harmonious with the overall intent of the development and do not diminish, detract or weaken the overall compatibility between the uses within or proximity of the property.

II. DENSITY

- A. A maximum of five-hundred thirty-five (535) residential dwelling units are allowed, with an approximate gross density of two-and-six-tenths (2.60) dwelling units per acre.
- B. Sub-Areas A through G shall contain single-family homes with a maximum of 415 dwelling units permitted.
- C. Sub-Area H shall contain multi-family dwellings with a maximum of 120 dwelling units permitted. In the case single-family detached homes are constructed in lieu of multi-family homes, those homes shall conform to the requirements of single-family detached homes for Sub-Area H.

III. SCHOOL (SUB-AREA I)

A. Approximately eleven (11) acres of land – identified as Sub-Area I on the Sub-Area Plan (Exhibit C) – is reserved for a school (elementary) to be developed by others.

B. In the event the school is not developed, an additional twenty-five (25) residential dwelling units will be allowed within Sub-Area I. Residential development in Sub-Area I is subject to the same development standards as Sub-Area G. Sub-Area I shall be approved as part of its own final development plan.

IV. STREETS AND CIRCULATION

A. Interior street patterns, exterior road connections/intersections, and proposed street cross-sections shall be generally consistent with depictions on the Final Development Plan. The intent of the roadway network is to mimic the character of existing area roadways, primarily Hawthorne Parkway and other roadways off Hawthorne Parkway in the Indian Trails subdivision. In addition, the following standards shall apply:

- 1) Streets on the site shall be constructed and laid out based on the Final Development Plan
- 2) Streets proposed at twenty-eight feet (28') in width shall only permit parking on one (1) side, and streets that are narrower shall have no on-street parking.
- 3) Hawthorne Parkway shall be twenty-six feet (26') in width with an eighty foot (80') right-of-way with roll curbing and gutter.

V. OPEN SPACE

A. Open space shall be generally consistent with depictions on the Landscaping Plan included in the Final Development Plan. However, open space calculations on final engineering/plats may vary from calculations provided herein without approval from the City Planning Commission and/or City Council, provided that it meet the requirements of Section 1101.9(b) of the Grove City Code. Open space depicted on Final Development Plan shall serve the entire PUD, and each sub-area is not required to provide additional open spaces to meet the overall PUD open space requirements. In addition, the following standards shall apply:

- 1) All open spaces, including stormwater detention/retention ponds, shall be owned and maintained by the Homeowners Association unless otherwise agreed to with the City in the Development Agreement. Open spaces will be deeded to the Homeowners Association, and transfers will occur in phases after the open spaces are developed.
- 2) Entry features, fencing, walls, signage, columns/piers, fountains, and related landscaping and lighting are permitted within open spaces, only to the extent that the areas are still usable for residents as either active or passive open space.
- 3) Open space for Sub-Area H shall be approved as part of the final development plan for the sub-area and may deviate from the requirements of Section 1101.09(b) of Grove City Code provided that open space is integrated into the site and the larger Farmstead development.

VI. RECREATIONAL FACILITIES

A. An amenity center for the benefit and use of residents of Farmstead is located within "Reserve C" as depicted on the approved Final Development Plan.

B. The amenity center area may include, but is not limited to recreational facilities such as clubhouse/cabana, pool(s), fitness center, common gathering areas, dog park, athletic courts or fields, playground equipment/tot lot, parking areas, trails, etc. Such services are considered accessory to the residential development and may include some business sales (vending, snack bar, physical exercise classes, and therapy) as a minor use.

VII. ENTRANCE FEATURES

- A. The entry monument at the intersection of Jackson Pike and Hawthorne Parkway shall be landscaped per Section 1136.09(a)(1).
- B. The entry feature at the site's western entrance on Hawthorne Parkway shall utilize similar materials and landscaping as the Crossing at Grant Run entry features at the corner of Buckeye and Hawthorne Parkways and be substantially similar to the sub-entry features, as depicted in Exhibit D.
- C. All entry features shall be landscaped and irrigated.

VIII. LANDSCAPING, BUFFERING, AND SCREENING

Landscaping, buffering, and screening shall be in general conformance with the Landscaping Plan. In addition, the following standards shall apply:

- A. Any portion of a lot not occupied by a building, driveway, parking area, etc. shall be landscaped with lawn as a minimum.
- B. Single-family lots shall contain at least three (3) trees and five (5) shrubs as per Section 1136.09(a)(1). In order to ensure good horticulture practices and healthy tree development, the relocation of said trees to open spaces in lieu of the homesite may be allowed in Sub-Area C. The location of the relocated trees shall be depicted on the plans.
- C. Landscaping per unit for Sub-Area H shall be approved as part of the final development plan for that sub-area.
- D. Any open space along a prominent corridor, particularly properties along Jackson Pike and Hawthorne Parkway shall be grassed with sod.
- E. **High Impact Areas:**
 - 1) High impact areas are the area of exposure that is adjacent to an intersection or open space.
 - 2) High Impact Areas will include additional landscaping and architectural elements as noted in the High Impact Areas and Matrix (Exhibit G).
- F. **Tree Protection and Replacement:**
 - 1) Developer(s)/ Builder(s) shall make reasonable and good faith efforts to preserve existing healthy trees on-site during construction.

- 2) Existing trees that are six inch (6") dbh and larger in good condition to be preserved may be credited toward screen requirements with approval of the Development Department. Ash Trees regardless of condition shall be removed as directed by the City's Urban Forester.

G. Street Trees:

- 1) Street trees shall be located along all streets within the Farmstead development and be spaced at a maximum of fifty feet for large class trees, forty feet for medium class trees and thirty feet for small class trees. In the case that trees die, street trees shall be replaced by the property owner for that parcel, if located outside of the right of way.
- 2) Street trees shall vary in species to prevent a monoculture so long as they are in accordance with the City's planting list. Invasive plant species – as listed by the Ohio Department of Natural Resources (ODNR) shall be prohibited and the use of native plants will be encouraged. The amount and type of trees shall be approved by the City's Urban Forester.
- 3) At time of installation, all street trees shall have a clear canopy height of at least five feet (5') above the ground for traffic safety purposes.
- 4) The minimum distance between the tree and the back of the street curb shall be two and one-half feet. In the areas where a sidewalk exists or is proposed, the minimum distance between the tree trunk and both the edge of the street and the sidewalk shall be two feet.
- 5) The minimum trunk caliper measured at six inches above the rootball for all street trees shall be no less than two (2) inches.

- H. Within the right-of-way of local streets and within any provided sidewalk and landscape easement the developer may install massings of ornamental shrubs, grasses, perennials, or rain gardens, provided that they do not obstruct sight-distance at intersections, encroach upon pedestrian facilities, or obstruct pedestrian visibility, and subject to approval by the City's Urban Forester.

I. Landscape Materials:

- 1) All landscape/plant materials shall conform to the standards of the American National Standards Institute (ANSI) Z.60 and shall have passed any inspection required under state regulations.
- 2) Invasive plant species – as listed by the ODNR – are prohibited within this PUD. The use of native species is encouraged.
- 3) The minimum size requirements for plant material installed within the PUD are as follows:
 - (i) Deciduous trees: two-and-one-half inch (2-1/2") caliper.
 - (ii) Evergreen trees: six feet (6') height.

- (iii) Ornamental trees two-inch (2") caliper.
- (iv) Evergreen and deciduous shrubs used for screening purposes: thirty-six inch (36") height at the time of installation and spread.
- (v) All other evergreen and deciduous shrubs: either eighteen inch (18") or twenty-four inch (24") depending on their placement per Section 1136.09(a)(1).

J. Screening:

- 1) Mounding shall be provided along Jackson Pike, in general conformance with the Final Development Plan. In addition, the following standards shall apply:
 - (i) Mounding shall range in height from a minimum of four feet (4') to eight feet (8').
 - (ii) Mounding slopes may range from 3:1 to 10:1.
 - (iii) The surface of any mound shall be planted in turf grass at a minimum. Planting on the mound per code requires a double staggered row of evergreen trees at a minimum six foot (6') height and maximum twenty foot (20') spacing, one (1) minimum two inch (2") caliper small class tree, and two (2) minimum eighteen inch (18") height deciduous shrubs per forty feet (40') of property line area to be planted.
 - (iv) Mounding shall vary in height and slope to create a rolling, natural appearance.
 - (v) Mounding shall be located outside the public right-of-way and shall not obstruct site distance at any driveways or public intersections.
- b) Enhanced landscaping shall be provided in reserves in areas wherever the rear of a lot is visible from Hawthorne Parkway.
- c) All fencing must be decorative in nature with no wood privacy ("stockade") fencing utilized on the site. In addition, all fences and/or enclosures must be approved in writing by the Homeowners Association prior to installation.
- d) Chainlink fences are not permitted in this PUD.

IX. GRAPHICS AND SIGNAGE

A. All graphics and signage shall be approved with the final development plan. Project signage including temporary signage, model home signage, and marketing signage as depicted on the Conceptual Signage Plan (Exhibit D) is permitted within this PUD. Any signs not specifically included in this text and/or exhibits shall be subject to Development Department approval. A final signage package is required for review and approval by City Council at the time of Final Development Plan approval.

B. The design and materials for street signs and roadway regulatory signs shall be per City standards

and/or otherwise subject to approval by the Service Department.

X. SIDEWALKS AND PATHWAYS

A. All sidewalks and pathways – as depicted on the Final Development Plan – shall be installed by the Developer(s) and/or Builder(s), unless otherwise agreed to with the City. In addition, the following standards shall apply:

- 1) Each street shall have a path and/or a sidewalk on each side. Sidewalks may be replaced with a path.
- 2) Sidewalks and paths shall be a minimum of five feet (5') in width.
- 3) The final locations for the sidewalks and pathways along Hawthorne Parkway, Jackson Pike, through the reserves, and other pathways as shown on the Final Development Plan shall be generally consistent with the final development plan and will be determined on the construction plans in order to balance aesthetic placement with construction feasibility, topographic features and/or existing vegetation.

XI. LIGHTING

A. Unless otherwise specified by the City's Codes, or agreed to with the City, the following lighting standards shall apply:

- 1) **Roadway Lighting:**
 - a) All lighting fixtures, posts, bases, arms, and accessories shall be in character and consistent with other area lighting fixtures along Buckeye Parkway that are decorative in nature.
 - b) Street light poles, arms, and bases shall be approved by the Development Department.
 - c) The developer(s)/builder(s) shall provide pedestrian lighting along the shared-use path along Hawthorne Parkway to the approval of the Development Department. Constant foot-candle light levels and shall not be required and light locations may be staggered on opposite sides of the road.
 - d) Street lighting shall be provided throughout the site as shown on the final development plan.
- 2) **Landscape Lighting:**
 - a) Landscape lighting is permitted so long as it emanates from a concealed source.
 - b) All landscape lights shall be arranged to direct light away from exterior streets and/or adjacent properties.
 - c) Except for temporary holiday or celebratory purposes, colored lights are not permitted to illuminate building exteriors.

XII. MAIL DELIVERY

A. Mail delivery is intended to occur in two (2) manners; to individual mailboxes/residences throughout the single-family detached areas (Sub-Areas A-G) and to cluster box units (CBUs) for the single-family attached (Sub-Area H) of Farmstead. However, the ultimate decision for how mail delivery occurs resides with the United States Postal Service (USPS). Current USPS trends require mail delivery to CBUs rather than individual lots, regardless of residential uses (i.e. attached vs. detached). Unless otherwise specified by the City's Codes, or agreed to with the City, the following mail delivery standards shall apply:

- 1) CBUs shall be located on side of the street upon which on-street parking is permitted.
- 2) CBUs shall be located inside of the public right-of-way unless required by the USPS.
- 3) All mailboxes or CBUs shall utilize decorative materials in character with other site fixtures or structures in the developments.
- 4) Landscaping shall be installed around CBUs as permitted by the USPS.

XIII. HOMEOWNERS ASSOCIATION (HOA)

A private, mandatory Master Homeowners Association (Master HOA) shall be established. Under the Master HOA, separate Homeowners Associations (HOA) shall be established for the single-family detached areas (Sub-Areas A through G) and single-family attached area (Sub-Area H), which shall own and maintain all private open spaces within the respective sub-area.

XIV. MODEL HOMES

A. Conceptual layouts, landscaping, and signage for model homes in Farmstead are included herein as Exhibit F (Model Home Layouts and Signage Elements). In addition to the exhibits provided herein, the following standards shall apply:

- 1) Individual homes may be used as model homes by the Developer(s)/Builder(s) for the purpose of marketing and sales.
- 2) Manufactured and/or modular buildings are permitted for use as a sales office during the development of the project and the construction of residential units therein.

XV. UTILITIES

A. All utility lines internal to the development shall be placed underground, including water service, electricity, telephone, gas, and their connections or feeder lines. Meters, transformers, etc. may be placed above ground, but shall be discreetly located at the rear of lots, and screened from the street view.

XVI. REGULATED STREAMS AND/OR WETLANDS

A. All streams and wetlands shall be permitted and mitigated for in accordance with the rules and regulations of the United States Army Corps of Engineers (USACE), the Ohio Environmental Protection Agency (OEPA), and the Grove City Stormwater Design Manual.

FARMSTEAD – SINGLE-FAMILY DETACHED DEVELOPMENT STANDARDS

The following development standards are in addition to the General Development Standards, and apply to the single-family detached residential areas as depicted on the Final Development Plan and Sub-Areas A through G as depicted on the Sub-Area Plan (Exhibit C). The Single-Family Detached Development Standards are as follows:

I. PERMITTED USES

A. Permitted uses in single-family detached sub-areas include the following:

- 1) Single-family detached residential.
- 2) Open space (both active and passive) consistent with the General Standards of this PUD.
- 3) Recreation facilities consistent with the General Standards of this PUD.
- 4) Stormwater management facilities.
- 5) Utilities and easements necessary to serve the proposed development and adjacent properties.

II. DENSITY AND BULK STANDARDS

A. There shall be a maximum of four hundred fifteen (415) single-family detached dwelling units in Sub-Areas A through G as depicted on the Sub-Area Plan (Exhibit C). Minimum development standards for each sub-area are as follows:

Sub-Area	Minimum Lot Width	Minimum Front Setback	Minimum Side Setback (Interior lot)	Minimum Side Setback (Corner lot – setback from right-of-way not along front of lot)	Minimum Rear Setback	Minimum Livable Floor Area
Sub-Area A	60'	25'	5'	12.5'	20'	1,400 sq. ft. (ranch)
						1,800 sq. ft. (two-story)
Sub-Area B	80'	30'	5'	15'	20'	1,800 sq. ft. (ranch)
						2,100 sq. ft. (two-story)
Sub-Area C	50'	20'	5'	10'	20'	1,400 sq. ft. (ranch)
						1,800 sq. ft. (two-story)
Sub-Area D	60'	25'	5'	12.5'	20'	1,400 sq. ft. (ranch)
						1,800 sq. ft. (two-story)
Sub-Area E	80'	30'	5'	15'	20'	1,400 sq. ft. (ranch)
						1,800 sq. ft. (two-story)
Sub-Area F	70'	25'	5'	12.5'	20'	1,400 sq. ft. (ranch)
						1,800 sq. ft. (two-story)
Sub-Area G	60'	25'	5'	12.5'	20'	1,400 sq. ft. (ranch)
						1,800 sq. ft. (two-story)

- 1) Lot width are measured at the front setback line.
- 2) Building separation shall be a minimum of ten feet (10').
- 3) The maximum building height is thirty-five feet (35') from finished grade at the front of the home to the mid-point of the gable.
- 4) Minimum floor areas exclude any non-livable areas (garage, basement and/or walk-out floor area).

III. ARCHITECTURAL STANDARDS

A. Farmstead is themed as a modern farmhouse community, and representative architecture planned for each sub-area as depicted on the Product Offering Examples (Exhibit E). The following architectural standards shall apply to Sub-Areas A through G:

- 1) **Color Palettes:**
 - a) A mixed color palette shall be utilized on home exteriors per the approved home models and color chart found in Exhibit E. A mixed palette on a single building should be carefully selected so that all colors are harmonious.
- 2) **Exterior Materials:**
 - a) Permitted materials include the following:
 - (i) Brick and/or brick veneer.
 - (ii) Stone, cultured stone, and/or stone veneer.
 - (iii) Fiber cement board.
 - (iv) Stucco.
 - (v) Dryvit (EIFS).
 - (vi) Wood lap siding, composite lap siding, and cedar shake (painted or stained).
 - (vii) Vinyl siding with a minimum thickness of 0.044".
- 3) **Home Mix:**
 - a) To prevent monotony there shall be no duplication of the same plan within one (1) homesite on the same side of the street or directly across the street. There shall not be a duplication of the same elevation diagonally across the street. Home mix guidelines can be found in the Home Mix Guidelines (Exhibit H). Houses with the same or similar

footprint may be allowed within this distance provided that such houses incorporate substantial differences in the front elevations such as material changes, configuration of front porches, etc.

- b) Additional plans and/or elevations submitted after Final Development Plan approval by City Council shall be approved by the Development Director to allow for alterations based on changes and selections over time, so long as they are consistent with the quality, character and proportions of the building elevations approved with the Final Development Plan, subject to the standards of this Zoning Text.

4) **High Impact Sites:**

- a) High Impact areas will have elevations that are upgraded to include some additional features such as, but not limited to, additional landscaping, additional windows and/or shutters, window detailing along the side elevation, upgraded window walls, extended masonry, etc.
- b) High impact sites are sites as follows:
 - (i) Homesites that are adjacent to an internal trail or pathway
 - (ii) Homesites that front along Hawthorne Parkway
 - (iii) Homesites that are adjacent to a T-intersection.
 - (iv) Homesites that are located on a corner lot.

5) **Exposed Foundations:**

- a) There shall be no exposed, unfinished wall or porch foundations. All exposed foundation concrete or block must be finished with one of the following: brick, veneer brick, stone, cultured stone designed by the manufacturer for at-grade or below-grade installation.

6) **Roofs:**

- a) The main roof pitch for single-story residences shall be a minimum 5:12. The main roof pitch for 2-story residences shall be a minimum of 6:12.
- b) Extruded aluminum gutters with downspouts are allowed.
- c) Roofs shall be finished with dimensional asphalt shingles, cedar shake shingles, or slate or a combination thereof.
- d) Roof overhangs shall be a minimum of eight inches (8") on the front and rear.

7) **Windows and Doors:**

- a) Vinyl windows and vinyl-coated or aluminum clad wood window and door frames are permitted.

8) **Mechanical Equipment:**

- a) Utility meters and air conditioning equipment shall be located in the side or rear yards, and all such improvements should be located in a manner as to minimize offensive noises, odors, and/or appearances to adjoining properties.
- b) All plumbing vents and roof ventilators shall be installed to minimize their appearance from the front. All plumbing vents or other roof appurtenances must be painted to match the roof color.

9) **Garages, Driveways, and Parking:**

- a) A minimum two-car attached garage (400 square feet) is required for all dwelling units.
- b) Front-entry and side-entry garages are permitted in all sub-areas, with the exception of Sub-Area E. Carriage-style garages are considered side-entry.
- c) All garages located in Subarea E shall be side entry (side-loaded).
- d) No more than three (3) garage bays may face the street on front-entry garages; however, in no instance shall a three-car garage have door openings facing a public street exceed 45% of the width of the house façade, including the garage.
- e) Driveways shall be a maximum of eighteen feet (18') at the right-of-way, and shall be setback a minimum of one foot (1') from all side property/lot lines.
- f) Driveways shall be constructed of concrete or decorative pavers.
- g) All homes shall have a sidewalk connecting the driveway or street to the front door of the home.

10) **Accessory Uses:**

- a) Above-ground swimming pools are prohibited. In-ground swimming pools and hot tubs/spas are permitted so long as they conform to all City Codes.
- b) All trash, garbage or other rubbish shall be kept in each owner's garage, except on the days which the trash, garbage or other rubbish is collected, per Code Section 725.07.

FARMSTEAD – SINGLE-FAMILY ATTACHED DEVELOPMENT STANDARDS

The following development standards are in addition to the General Development Standards, and apply to the single-family attached residential areas as depicted on the Final Development Plan and Sub-Area H as depicted on the Sub-Area Plan (Exhibit C). The Single-Family Attached Development Standards are as noted below. All other standards for Sub-Area H shall be approved as part of a final development plan, specific to Sub-Area H.

PERMITTED USES

Permitted uses in single-family attached sub-areas include the following:

- 1) Single-family attached or detached residential.
- 2) Condominiums.
- 3) Multi-family.
- 4) Open space (both active and passive) consistent with the General Standards of this PUD.
- 5) Recreation facilities consistent with the General Standards of this PUD.
- 6) Normal support facilities including, but not limited to, clubhouse, maintenance buildings, garages, mailbox structures, trash enclosures, and a car cleaning area/facility.
- 7) Stormwater management facilities.
- 8) Utilities and easements necessary to serve the proposed development and adjacent properties.

TRAIL REQUIREMENTS

An eight (8) foot asphalt trail connecting Jackson Pike and Hawthorne Parkway shall be incorporated into Sub-Area H, consistent with the trail network throughout the other sub-areas within the Farmstead Development.

DENSITY AND BULK STANDARDS

There shall be a maximum of one hundred twenty (120) single-family attached and/or condominium dwelling units in Sub-Area H as depicted on the Sub-Area Plan (Exhibit C). Minimum lot standards for Sub-area H are as follows:

Sub-Area	Minimum Lot Width	Minimum Front Setback	Minimum Side Setback	Minimum Rear Setback	Maximum Building Height	Minimum Floor Area
Sub-Area H	30'	20'	0' *Min 15' building separation.	20'	35' (finished grade to mid-point of gable)	700 sq. ft. (1-Bed)
						1,000 sq. ft. (2-Bed)
						1,300 sq. ft. (3-Bed)

- 1) Minimum lot width minimum is measured at the front setback line.
- 2) The minimum building and parking setback from the sub-area boundary shall be thirty (30) feet.

ARCHITECTURAL STANDARDS

Farmstead is themed as a modern farmhouse community, and representative architecture planned for each single-family sub-area is depicted on the Product Offering Examples (Exhibit E). All structures within Subarea H shall exhibit the same level of architectural interest and character as required in single-family subareas A-G to create a cohesive and desirable development.

Date: 12/11/18
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-69-18
1st Reading: 12/17/18
Public Notice: 12/18/18
2nd Reading: 01/22/18
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-69-18

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 209.5+ ACRES LOCATED WEST OF STATE ROUTE 665, IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 209.5+ acres, more or less, in Jackson Township was duly filed by Jess H. Hancock Limited, Lois L. Hancock Limited; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on September 25, 2018; 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 October 17, 2018.

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 Jess H. Hancock Limited, Lois L. Hancock Limited, being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on August 23, 2018 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on September 25, 2018, 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's. 6155 and 1105. 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 PUD-R, Planned Unit Development - Residential, with Zoning Text, and shall be placed in Ward 3. 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.

Steven R. Robinette, President of Council

Franklin County Engineer
Cornell R. Robertson, P.E., P.S.

C-6948

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

DESCRIPTION OF AN ANNEXATION OF
209.5 ACRES TO THE CITY OF GROVE CITY
FROM JACKSON TOWNSHIP,

By CR Date 8/21/18

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey 6115 and 1105, being all of that 58.692 acres described in deed to Jess H. Hancock Limited and Lois L. Hancock Limited, of record in Instrument Number 201808200111855 (Parcel ID 160-003097-00), being all of that land described in deed to Jess H. Hancock Limited, of record in Instrument 199808050198533 and as described in deed to Lois L. Hancock Limited, of record in Instrument 199808050198537, (Parcel ID 160-000205, 160-000204, 160-000201) and all of that 1.613 acres described in deed to John H. Hancock, Trustee, of record in Instrument Number 201403120029967 (Parcel ID 160-000960), all being of record in the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

BEGINNING, at the northeast corner of Reserve H of the subdivision Indian Trails Section 2, of record in Plat Book 52, Page 16, being at an angle point in the existing corporation line of the City of Grove City, Ordinance C-70-75, of record in Deed Book 165, Page 584;

Thence **WESTERLY**, a distance of 442 feet, more or less, with the north line of said Reserve H and the south line of said Hancock tract of land and the existing corporation line, to a point at the southeast corner of Reserve F of Grant Run Estates Section 3, of record in Plat Book 103, Page 35, and an angle point of said existing corporation line;

Thence **NORTHEASTERLY**, a distance of 371 feet, more or less, with the east line of a Reserve F as described in deed to City of Grove City, west line of said 59.76 acres and the existing corporation line, to a point at an angle point of said existing corporation line;

Thence **NORTHEASTERLY**, a distance of 25 feet, more or less, with the east line of Reserve F described in deed to City of Grove City, west line of said 59.76 acres and the existing corporation line, to a point at the southwest corner of that 28.50 acre tract described in deed to Timothy J. Christian, and an angle point in the corporation line of City of Grove City, Ordinance C-08-16, of record in Instrument 201602110017609;

Thence **NORTHEASTERLY**, a distance of 218 feet, more or less, with the perimeter of said 59.76 acre tract of land and said existing corporation line, to a point being at an angle point in the corporation line of City of Grove City;

Thence **EASTERLY**, a distance of 1276 feet, more or less, passing the angle point of said existing corporation line at a distance of 579 feet, more or less, with a line common to said 59.76 acre tract and said 28.50 acres and in part with said existing corporation line, and in part with a proposed corporation line, to a point at a common corner to said 59.76 acres and that 5.001 acres described in deed to Robert Sexten and Beverly Sexten, of record in Deed Volume 3576, Page 629, also being in the west line of said 58.692 acres;

Thence **NORTHERLY**, a distance of 1140 feet, more or less, with the line common to said 58.692 acre tract of land and said 5.001 acres and a proposed corporation line, to a common corner of said 58.692 acre tract and that 159.016 acre tract described in deed to The Southeast Conservation Club, of record in Deed Volume 3339, Page 215;

Thence **EASTERLY**, a distance of 2374 feet, more or less, with the line common to said 58.692 acre tract and said 159.016 acre tract and the proposed corporation line, to a point in the right of way line of State Route 104;

Thence **SOUTHWESTERLY**, a distance of 29 feet, more or less, with the west right of way line of State Route 104 and the proposed corporation line, to a point;

Thence **SOUTHEASTERLY**, a distance of 64 feet, more or less, through said right of way of Jackson Pike (State Route 104), part with the north line of said 58.692 acres and with the proposed corporation line, to a common corner of said 58.692 acres and that 5.944 acres described in deed to Lois L. Hancock Limited and Jess H. Hancock Limited, of record in Instrument 201808200111855;

Thence with the right of way line of State Route 104, east line of said 58.692 acres, west line of said 5.944 acres and the proposed corporation line, the following courses:

SOUTHWESTERLY, a distance of 250 feet, more or less, to a point of curvature;

Page 1 of 2

File Name: 174158SV-DESC-ANNEX-02.docx

With the arc of a curve to the left having a radius of 1163.66 feet, an arc length of 377 feet, more or less, and **SOUTHWESTERLY**, a chord distance of 375 feet, more or less, to a point in the north line of that tract of land described in deed to Appalachia Ohio Alliance, of record in Instrument 201803270039767, 201803210037566, 201803210037568, 201803210037570, and 201803210037572;

Thence **WESTERLY**, a distance of 63 feet, more or less, with the common line of said 58.692 acres and said Appalachia Ohio Alliance Tract, to a point in the centerline of Jackson Pike (State Route 104), also being at the common corner of said 58.692 acres and said Appalachia Ohio Alliance Tract;

Thence **SOUTHERLY**, a distance of 2562 feet, more or less, with the centerline of said Jackson Pike and with the line common to said 58.692 acres, said 42.61 acres, said 46.837 acres, said 1.613 acres and said Appalachia Ohio Alliance Tract, to a point in the common corner to said 1.63 acres and a 7.362 acre tract described in deed to Paul G. Klein and Buddie J. Klein, of record in Official Record 00758 J10;

Thence **WESTERLY**, a distance of 1623 feet, more or less with the line common to said 1.63 acre tract of land, said 46.837 acre tract of land and said 7.362 acre tract of land and the proposed corporation line, to a point at the angle point of said existing corporation line (Ord. No. C-70-75);

Thence **WESTERLY**, a distance of 1659 feet, with the south line of said 46.837 acre tract of land, said 59.76 acre tract of land, the north line of that Indian Trails Section 7, and the existing corporation line, to a southwest corner of said 59.76 acre tract, also being at an angle point of said existing corporation line and corner of Indian Trails Section 6, of record in Plat Book 74, Page 25;

Thence **NORTHERLY**, a distance of 1543 feet, with a west line of said 59.76 acre tract and the east line of The Crossing at Grant Run, of record in Plat Book 75, Page 73, and said Indian Trails Section 2 and an existing corporation line, to the **POINT OF TRUE BEGINNING**, containing 209.5 acres, more or less.

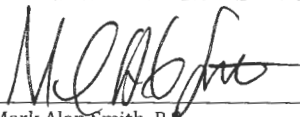
The above description is based on deeds of record and available existing surveys, aforementioned description is not intended to be used for the transfer of real property. The acreages and distances shown are intended for zoning purposes only.

Area to be annexed shall be an Expedited II annexation, with 4837 feet contiguity with existing corporation line of Grove City, having a total perimeter of 14014 feet, that contains 34.5% contiguity with existing corporation line of Grove City.

The above description is a general description of the location of the property to be annexed and is not to be considered a boundary survey.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.




Mark Alan Smith, P.S.
Registered Surveyor No. 8232

8/21/2018
Date



SCALE IN FEET

0 500 1000



SITE

PROPOSED ANNEXATION OF 209.5± ACRES TO THE CITY OF GROVE CITY FROM JACKSON TOWNSHIP, FRANKLIN COUNTY, OHIO

STATE OF OHIO, COUNTY OF FRANKLIN, TOWNSHIP OF JACKSON,
VIRGINIA MILITARY SURVEY 6115 AND 1105



EXISTING CORPORATION LINE
PROPOSED CORPORATION LINE

AREA TO BE ANNEXED FROM JACKSON
TOWNSHIP TO THE CITY OF GROVE CITY

4,837 LINEAL FEET OF PERIMETER IS
CONTIGUOUS WITH THE EX. CORPORATION LINE
OF THE CITY OF GROVE CITY.

A TOTAL OF 14,014 LINEAL FEET OF ANNEXED
PERIMETER.

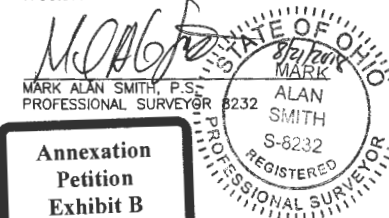
34.5% OF THE PERIMETER OF THE ANNEXED
AREA IS CONTIGUOUS TO THE EX. CITY OF
GROVE CITY CORPORATION LINE.

PROPERTY TO BE ANNEXED

LOIS L. HANCOCK LIMITED &
JESS H. HANCOCK LIMITED
IN. 199808050198533 -
199808050198537
P.I.D. 160-000205-00
P.I.D. 160-000204-00
P.I.D. 160-000201-00

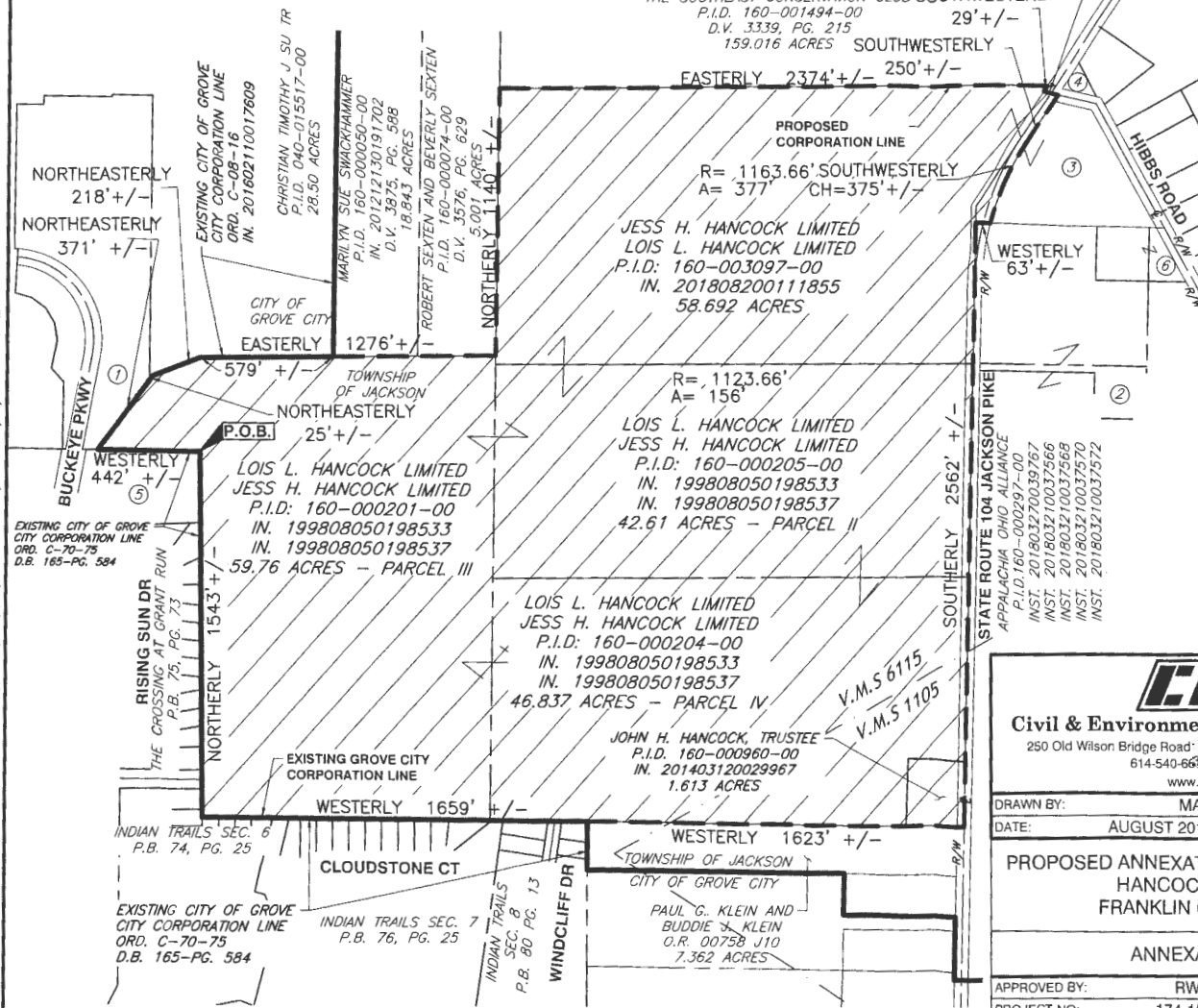
JOHN H. HANCOCK, TRUSTEE
IN. 201403120029967
P.I.D. 160-000960-00

THIS ANNEXATION PLAT IS A GENERAL
DESCRIPTION OF THE LOCATION OF PROPERTY
TO BE ANNEXED AND IS NOT A BOUNDARY
SURVEY AS DEFINED IN THE O.A.C. CHAPTER
4733.37.



**Annexation
Petition
Exhibit B**

1. CITY OF GROVE CITY
P.I.D. 040-012137-00
1.57 ACRES
RESERVE F
GRANT RUN ESTATES SECTION 3
PB 103, PG. 35
2. SUSAN E. WIBERG
IN. 199907060170668
P.I.D. 160-001590-00
1.520 ACRES
3. LOIS L. HANCOCK LIMITED
JESS H. HANCOCK LIMITED
IN. 201808200111855
P.I.D. 160-001296-00
5.944 ACRES
4. THOMAS E. KNOX, JR. &
BARBARA J. KNOX
D.V. 2808, PG. 269
P.I.D. 160-001264-00
0.451 ACRES
5. CITY OF GROVE CITY
RESERVE H
INDIAN TRAILS SECTION 2
P.I.D. 040-005495-00
PB 52, PG. 16
6. DONNA K. CONNELLY
1.162 ACRES - PARCEL 1
0.672 ACRES - PARCEL 2
INST. 201706120078974
PID 160-001849-00
160-01599-00



C&E
Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road - Suite 250 - Worthington, OH 43085
614-540-6633 FAX 614-598-6808
www.cecinc.com

DRAWN BY: MAS CHECKED BY: RWM
DATE: AUGUST 2018 DWG SCALE: 1"=500'

**PROPOSED ANNEXATION OF 209.5 +/- ACRES
HANCOCK PROPERTY
FRANKLIN COUNTY, OHIO**

ANNEXATION PLAT

APPROVED BY: RWM DRAWING NO.:
PROJECT NO: 174-158

1 OF 1

Franklin County Engineer
Cornell R. Robertson, P.E., P.S.

RECEIVED

By: *CR* Date: *9/21/18*
ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

Date: 01/14/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-03-19
1st Reading: 01/22/19
Public Notice: 01/23/19
2nd Reading: 03/04/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-03-19

AN ORDINANCE FOR THE REZONING OF 0.495 ACRES LOCATED AT 3615 GRANT AVENUE FROM D-1 TO R-2

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

WHEREAS, the Planning Commission approved the rezoning on January 08, 2019; and

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

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

SECTION 1. The following described premises are rezoned from D-1 (Double/Twin Single) to R-2 (single family residential):

Situated in the State of Ohio, County of Franklin, City of Grove City and being all of Lot 23 of the Grant's Addition to Beulah, *as recorded in Official Records, Plat Book 5, Page 130, Recorder's Office, Franklin County, Ohio*, and being more fully described in Exhibit "A & B", attached hereto and made a part hereof.

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

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

Steven R. Robinette, 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

040-000049
3641-43 GRANT AVE
BEULAH SUB
LOT 28-9

040-000028
GRANT AVE
BEULAH ADD
LOT S 25-27

040-000762
3602 GRANT AVE
BEULAH SUB
LOT 52

040-000157
3590 GRANT AVE
29 FT W S 49 ALL 50
BEULAH LOT S 49-50

040-000411
3615 GRANT AVENUE
BEULAH ADD
LOT 22-23-24

040-000158
3601 GRANT AVE
BEULAH SUB
LOT 21

040-000101
3642 W PARK ST
BEULAH SUB
LOT 24

040-000185
3630 PARK ST
BEULAH SUB
LOT 22

GRANT AV

CURTIS AV

CURTIS AV

C-03-19

Disclaimer

The information on this map was derived from Orem City's Geographic Information System (GIS). Extensive detail and attention was given to the creation of this map to maximize its accuracy but is provided "as is". Orem City cannot accept responsibility for any errors, omissions or positional inaccuracies that may have occurred before, during, or after production. Therefore, no warranties accompany this product. Although information from landfield surveys may have been utilized during the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product prior to making any decisions.

3615 Grant Avenue

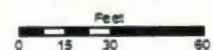
RECEIVED

DEC 31 2018

GC PLANNING COMMISSION



1 inch = 60 feet





C-03-19
Exhibit A

Legal Description of a 0.220 Acre Tract

Situated in the State of Ohio, County of Franklin, City of Grove City, And Being all of Lot Number Twenty-two (22) and part of Lot Number Twenty-three (23) of the Grant's Addition to Beulah, as said lots are numbered and delineated upon the recorded Plat thereof, of record in Plat Book 5, Page 130, also shown as being the same Lots as conveyed to 2TEERS Properties, LLC, an Ohio Limited liability Company in Instrument Number 201809170125559, herein referred to as Grantor, all records herein are from the Recorder's Office of Franklin County, Ohio and being more particularly described as follows;

Beginning for reference at a Found 1/4" Rebar, said Found Rebar being at the northeasterly corner of Lot 21 of said Grant's Addition to Beulah, and at the southwesterly right-of-way corner of Grant Avenue (60') and Curtis Avenue (60');

Thence northwesterly with the southerly line of said Grant Avenue, and the northerly line of said Grant's Addition Lot 21, North 56°01'58" West a distance of 48.00 feet to a Found 1/2" Iron Pipe, said Iron Pipe being at the northwesterly corner of said Lot 21 and the northeasterly corner of Lot 22 of said Grant's Addition, said Found Iron Pipe being at the **TRUE POINT OF BEGINNING** of the herein described 0.220 Acre Tract;

Thence southwesterly leaving the southerly line of said Grant Avenue, with the westerly line of said Lot 21 and the easterly line of said Lot 22, South 32°34'45" West, a distance of 150.00 feet to a Set 5/8" Rebar with cap, said Set Rebar being at the southeasterly corner of Lot 22 and on the northerly right-of-way line of a 20 foot alley;

Thence Northwesterly with the southerly line of Lot 22 and the northerly line of said alley, North 56°01'58" West, passing the common southerly corner of Lot 22 and Lot 23, at a distance of 48.00 feet for a total distance of 64.00 feet to a Set 5/8" Rebar w/cap, said set Rebar w/cap being on the northerly right-of-way line of said 20 foot alley;

Thence Northeasterly leaving the northerly right-of-way line of said alley, on a new division line through the Grantor's land, North 32°34'45" East, a distance of 150.00 feet to a Set 5/8" Rebar, said Set Rebar being on the southerly right-of-way line of said Grant Avenue and on the northerly line of said Lot 23;

Thence southeasterly with the southerly right-of-way line of Grant Avenue, South 56°01'58" East, a distance of 64.00 feet to the **TRUE POINT OF BEGINNING** and containing 0.220 Acres.

Subject to all easements, rights-of-way or restrictions of record.

This description was prepared by Ackison Surveying, LLC. (614-766-4000) under the direct supervision of John J. Rutter Jr. PS-7958 from an actual field survey of the premises in November of 2018. And a Plat of survey is attached hereto and made a part hereof.

Basis of Bearings is the southerly line of Grant Ave as being North 56°01'58" West was obtained through G.P.S observation and by utilizing the O.D.O.T. V.R.S Network (NAD 83) and is to be used to denote angles.

Deed References and Documents as Recorded in the Franklin County, Ohio Recorder's Office.

All Iron Pins set are 5/8" X 30" rebar with a 1-1/2" yellow plastic cap reading Ackison Surveying.

John J. Rutter Jr.

PS-7958



November 25, 2018



C-03-19
Exhibit B

Legal Description of a 0.275 Acre Tract

Situated in the State of Ohio, County of Franklin, City of Grove City, And Being part of Lot Number Twenty-three (23) and all of Lot Number Twenty-four (24) of the Grant's Addition to Beulah, as said lots are numbered and delineated upon the recorded Plat thereof, of record in Plat Book 5, Page 130, also shown as being the same Lots as conveyed to 2TEERS Properties, LLC, an Ohio Limited liability Company in Instrument Number 201809170125559, herein referred to as Grantor, all records herein are from the Recorder's Office of Franklin County, Ohio and being more particularly described as follows;

Beginning for reference at a Found 1/4" Rebar, said Found Rebar being at the northeasterly corner of Lot 21 of said Grant's Addition to Beulah, and at the southwesterly right-of-way corner of Grant Avenue (60') and Curtis Avenue (60');

Thence northwesterly with the southerly line of said Grant Avenue, and the northerly line of said Grant's Addition Lot 21, Lot 22, and partly Lot 23, North 56°01'58" West passing a Found a 1/2" Iron Pipe at 48.00 feet, said Iron Pipe being at the northwesterly corner of said Lot 21 and the northeasterly corner of Lot 22 of said Grant's Addition, for a total distance of 112.00 feet to a Set 5/8" Rebar with Cap, said Set Rebar being at the **TRUE POINT OF BEGINNING** of the herein described 0.275 Acre Tract;

Thence southwesterly leaving the southerly line of said Grant Avenue, on a new division line through the Grantor's land, South 32°34'45" West, a distance of 150.00 feet to a Set 5/8" Rebar with cap, said Set Rebar being on the northerly right-of-way line of a 20 foot alley;

Thence Northwesterly with the southerly line of Lot 23 and Lot 24 and the northerly line of said alley, North 56°01'58" West, passing the common southerly corner of Lot 23 and Lot 24 at a distance of 32.00 feet for a total distance of 80.00 feet to a Set 5/8" Rebar w/cap, said set Rebar w/cap being on the northerly right-of-way line of said 20 foot alley and at the southwesterly corner of Lot 24;

Thence Northeasterly leaving the northerly right-of-way line of said alley, with the common line between lots Lot 24 and Lot 25, North 32°34'45" East, a distance of 150.00 feet to a Found 1/2" Iron Pipe, said Found Iron Pipe being on the southerly right-of-way line of said Grant Avenue and at the northeasterly corner of Lot 25 and the northwesterly corner of said Lot 24;

Thence southeasterly with the southerly right-of-way line of Grant Avenue, South 56°01'58" East, a distance of 80.00 feet to the **TRUE POINT OF BEGINNING** and containing 0.275 Acres.

Subject to all easements, rights-of-way or restrictions of record.

This description was prepared by Ackison Surveying, LLC. (614-766-4000) under the direct supervision of John J. Rutter Jr. PS-7958 from an actual field survey of the premises in November of 2018. And a Plat of survey is attached hereto and made a part hereof.

Basis of Bearings is the southerly line of Grant Ave as being North 56°01'58" West was obtained through G.P.S observation and by utilizing the O.D.O.T. V.R.S Network (NAD 83) and is to be used to denote angles.

Deed References and Documents as Recorded in the Franklin County, Ohio Recorder's Office.

All Iron Pins set are 5/8" X 30" rebar with a 1-1/2" yellow plastic cap reading Ackison Surveying.

John J. Rutter Jr.



Nov 25 2018

Date: 01/15/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days
Current Expense: _____

No.: CR-01-19
1st Reading: 01/22/19
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR-01-19

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR FARMSTEAD – HANCOCK PROPERTY LOCATED AT 62 JACKSON PIKE

WHEREAS, on January 08, 2019, the Planning Commission recommended approval of the Development Plan for Farmstead – Hancock Property, with the following stipulations:

1. The draft Development Agreement shall be finalized;
2. The cluster box units shall be located in a turnaround area with a separate entry and exit to maintain traffic flow;
3. A variance shall be obtained from the Board of Zoning Appeals to allow filling and grading within the floodplain to allow for the compensatory storage;
4. The proposed pond in the northeast corner of the site shall have enhanced landscaping, including trees, shrubs, perennials, stone outcroppings and shoreline protection with stone slabs and a wetland shelf;
5. Detailed storm-water modeling and management, including water quality, shall be submitted for approval at the time of final engineering/construction review.

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

SECTION 1. This Council hereby approves the Development Plan for Farmstead – Hancock Property located at 62 Jackson Pike, contingent upon the stipulations set by Planning Commission.

SECTION 2. This approval shall be good for 12 months from the date passed, or as otherwise provided in Section 1101.07(b) of the Codified Ordinances of the City of Grove City, Ohio.

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

Steven R. Robinette, 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: 01-12-19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: CR-02-19
1st Reading: 01/22/19
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-02-19

A RESOLUTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS FOR A PROJECTION SIGN LOCATED AT 3433 PARK STREET 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 08, 2019 the Planning Commission recommended approval of the Certificate of Appropriateness request for an internally lit projection sign for Broadway Station Apartments, as submitted.

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

SECTION 1. This Council hereby repeals Resolution CR-55-18 and approves the Certificate of Appropriateness for the internally lit projection sign located at 3443 Park Street, as submitted.

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

Steven R. Robinette, 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: 01/15/19
Introduced By: Mr. Davis
Committee: Safety
Originated By: Ms. Houk
Sponsor: Ms. Houk
Emergency: 30 Days: XX
Current Expense:

No.: C-04-19
1st Reading: 01/22/19
Public Notice: 01/23/19
2nd Reading: 02/04/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-04-19

AN ORDINANCE TO AMEND CHAPTER 541 OF THE CODIFIED ORDINANCES TO THE CITY OF GROVE CITY TITLED PROPERTY OFFENSES TO INCLUDE A NEW SECTION 541.11 TITLED UNSOLICITED WRITTEN MATERIAL

WHEREAS, the Constitution of the State of Ohio, in Article XVIII, Section 3, grant municipalities the authority to exercise all powers of local self government and to enforce local police, sanitary, and other similar regulation as are not in conflict with the general laws; and

WHEREAS, pursuant to this constitutional Home Rule authority, the people of the City of Grove City have adopted a Charter and Codified Ordinances to exercise the powers of local self-government and enforce local police power regulations; and

WHEREAS, the City has substantial, legitimate interests in preserving and maintaining a high level of sanitation throughout the City by reducing visual blight and litter and preventing damage to and interference with public and private property; and

WHEREAS, over a period of years, the City has received many residential complaints related to unsolicited written materials being delivered to locations on the residents' property which, in addition to causing visual blight and the spread of litter, cause hardship on residents forced to collect these materials from various portions of their or neighboring property; and

WHEREAS, the unsolicited written materials have also clogged storm drains and backed up water in the public rights-of-way; and

WHEREAS, the City wishes to reduce visual blight, littering and interference with public and private property associated with the delivery of unsolicited written materials while at the same time protecting the First Amendment right of the persons and organizations delivering those materials.

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

SECTION 1. Section 541.11 is hereby added and shall read:

541.11 UNSOLICITED WRITTEN MATERIALS

(a) As used in the Section:

- (1) Front Door means the street-facing entrance(s) to a principal structure. In the event no door faces the street, then any other door of a principal structure nearest the street shall be considered a front door for purposes of the section.**
- (2) Person means any person, firm, corporation, association, club, society or other organization.**

- (3) *Porch* means an exterior appendage to a principal structure leading to a doorway including any stairway attached thereto.
- (4) *Premises* means a lot, plot or parcel of land including any structures, driveways or other impervious surfaces thereon.
- (5) *Principal structure* means a structure, or combination of structures of primary importance on the premises, and that contains the primary use associated with the premises. The primary use is characterized by identifying the main activity taking place on the premises.
- (6) *Unsolicited written materials* means any written materials delivered to any premises without the express invitation or permission, in writing or otherwise, by the owner, occupant, or lessee of such premises.

(b) No person shall deliver, place, or distribute unsolicited written materials to any premises other than in the following locations and manners:

- (1) On a porch, if one exists, nearest the front door; or
- (2) So that such materials are securely attached to the front door; or
- (3) Through a mail slot on the front door or principal structure, if one exists, and permitted by the United States Postal Service Domestic Mail Manual, Section 508 Recipient Services, Subsection 3.1.2; or
- (4) Where permitted, in a distribution box located on or adjacent to the premises; or
- (5) Securely attached to a hook or within some other receptacle used for the delivery of non-U.S. Mail packages or materials, attached to the mailbox post for the premises, if it exists; or
- (6) Personally to the owner, occupant, and/or lessee of the premises.
- (7) When there is no accumulation of previously delivered unsolicited written materials.

(c) Notwithstanding Subsection (b) herein, an owner, lessee, or occupant maintains the right to restrict entry to his or her premises.

(d) Organizational Liability: Pursuant to Section 501.11 (a)(2) of the City Code, it is the intent to impose organizational liability for violation of this Section committed by an officer, agent, or employee of a business or organization while action on behalf of the business or organization and within the scope of the officer's, employee's or agent's office of employment.

(e) Unsolicited written materials placed at a premises creates a rebuttable presumption that the materials were placed at the premises by the owner, officer, agent, or employee of the business, product, good service or message which is being advertized, promoted, endorsed, or conveyed in such materials. Where the materials are delivered as a package and relate to multiple businesses, products, goods, services, or messages, the presumption shall apply to the identified distributor of the package of materials, if any.

(f) The provisions of this section do not apply to the United State Postal Service.

(g) Violations of the Section shall be an unclassified misdemeanor punishable by the fine of Two-Hundred Fifty Dollars (\$250.00) per violation.

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

Steven R. Robinette, 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: 08/17/18
Introduced By: Mr. Davis Hawk
Committee: Finance
Originated By: Mr. Berry
Approved: Mr. Stage
Emergency: 30 Days: X
Current Expense: _____

*Amended &
Postponed to
12-17-18
01-22-19*

No.: C-56-18
1st Reading: 10/15/18
Public Notice: 10/16/18
2nd Reading: 11/05/18
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-56-18

AN ORDINANCE TO APPROVE THE ELECTRIC VEHICLE CHARGING STATION GRANT PROGRAM AND APPROPRIATE \$25,000.00 FROM THE GENERAL FUND FOR SAME

WHEREAS, Grove City is a green city and promotes environmentally friendly technologies and sustainable living; and

WHEREAS, typical gas combustion engines are inefficient. For every 10 gallons of gas, only 2 gallons on average actually move the vehicle forward; the rest are used to power machinery or idle in traffic. Each gallon burned releases pollution linked to respiratory disease and climate change; and

WHEREAS, Electric cars require no gas, release no tailpipe emissions, and cost less money to drive and operate, and

WHEREAS, the 2018 Franklin County Energy Study found that transportation accounts for over 40% of total energy used and more than 50% is wasted energy; and sets a target of a countywide 10% electric vehicle adoption rate by 2030; and

WHEREAS, the City of Grove City has been a member of the MORPC Central Ohio Green Pact since 2007 (fka Sustainable 2050 Central Ohio Communities), the City, through the Pact, is committed to promoting increasing vehicles using alternative fuels and to increasing the number of alternative fuel stations, and the City will actively engage in pursuing the possible use of alternative fueled city vehicles; and

WHEREAS, being the first City in Ohio to offer a Grant Program to residential property owners will set an example for the rest of Ohio to make the move towards embracing electrical vehicles; and

WHEREAS, offering residents grants for installing charging stations will assist them in promoting the environmentally sustainable community that Grove City strives for.

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

SECTION 1. The Electric Vehicle Charging Station Grant Program is hereby approved, as set out in Exhibit "A", attached hereto and made a part hereof.

SECTION 2. There is hereby appropriated \$25,000.00 from the General Fund into account # 100120.551300 for the current expense of funding the Electric Vehicle Charging Station Grant Program.

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

EXHIBIT "A"

GROVE CITY ELECTRIC VEHICLE CHARGING STATION GRANT PROGRAM

Purpose

The primary purpose for creating this Electric Vehicle Charging Station Grant Program is to encourage individuals to purchase electric or hybrid vehicles and create a more "Green" environment for the City.

Eligible Participants

Property owners of any residentially zoned properties within the corporation limits of Grove City shall be eligible to apply for a reimbursement offered by this Grant Program.

Financing Terms

The Grant shall apply to costs of equipment and installation of a Level 2 charging station, which is equipment capable of charging a 32 amperes or higher (up to 80 A) at 208 or 240 VAC. For each approved charging station (the project) the City, upon presentation of receipts and proof of installation (inspections), will reimburse up to the rate of \$500.00 for a residential installation or multi-family installation. A maximum of \$1,000.00 per multi family location shall be granted for any one parcel. Grant funds shall apply to the net of State funding or funding approved in a regulatory body applied to the project. This grant may be treated as income, subject to Federal Income Tax. The City of Grove City is not liable for any tax implications resulting from the extension of this reimbursement through the Electric Vehicle Charging Station Grant Program. See your tax advisor for clarification. The distribution of funds will be made in accordance with the guidelines stipulated by the Housing Officer through the Department of Development of the City of Grove City.

Approval Process

The applicant must submit the Electric Vehicle Charging Station Grant Program Application, two (2) cost estimates for the proposed work, proof of property ownership or lease and affidavit from property owner. If a resident is using the AEP Kyte charging program, no additional cost estimate is needed. In order to qualify for funding, the property must be brought into compliance with the existing Building and Zoning Code, including signage.

EXHIBIT "A"

GROVE CITY ELECTRIC VEHICLE CHARGING STATION GRANT PROGRAM

Purpose

The primary purpose for creating this Electric Vehicle Charging Station Grant Program is to encourage ~~businesses and~~ individuals to purchase electric or hybrid vehicles ~~install EV Charging Stations~~ and create a more "Green" environment for the City.

Eligible Participants

Property owners of any ~~commercially~~ residentially zoned properties ~~or multi-family zoned properties~~ within the corporation limits of Grove City shall be eligible to apply for a reimbursement offered by this Grant Program.

Financing Terms

The Grant shall apply to costs of equipment and installation of a Level 2 charging station, which is equipment capable of charging a 32 amperes or higher (up to 80 A) at 208 or 240 VAC. For each approved charging station (the project) the City, upon presentation of receipts and proof of installation (inspections), will reimburse at up to the rate of \$500.00 for a residential installation ~~and \$2,000.00. for a commercial or multi-family~~ installation. A maximum of \$~~41,000.00~~ per commercial multi family location shall be granted for any one parcel. Grant funds shall apply to the net of State funding or finding approved in a regulatory body applied to the project. This grant may be treated as income, subject to Federal Income Tax. The City of Grove City is not liable for any tax implications resulting from the extension of this reimbursement through the Electric Vehicle Charging Station Grant Program. See your tax advisor for clarification. The distribution of funds will be *made in accordance with the guidelines stipulated by the Housing Officer through the Department of Development of the City of Grove City.* ~~All commercial locations that receive this grant will provide the EV Charging Station FREE to the public. Charging time(s) per customer visits can be limited by businesses to prevent non-patron charging.~~

Approval Process

The applicant must submit the Electric Vehicle Charging Station Grant Program Application, two (2) cost estimates for the proposed work, proof of property ownership or lease and affidavit from property owner. If a resident is using the AEP Kyte charging program, no additional cost estimate is needed. In order to qualify for funding, the property must be brought into compliance with the existing Building and Zoning Code, including signage.

Date: 12-28-18
Introduced By: Mr. Davis Hawk
Committee: Finance
Originated By: Clerk
Sponsor: Mr. Davis
Emergency: 30 Days
Current Expense:

No.: C-01-19
1st Reading: 01/07/19
Public Notice: 01/08/19
2nd Reading: 01/22/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-01-19

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE CONSTRUCTION OF VARIOUS SIDEWALKS IN THE CITY OF GROVE CITY, OHIO

WHEREAS, this Council did, on the 20th day of February, 2018, duly adopt Resolution No. CR-08-18 declaring the necessity of constructing certain sidewalks in front of properties abutting Dennis Lane, Homecomer Drive, Louise Avenue, Louise Place, Sheldon Place, and Thomas Avenue in accordance with Ohio Revised Code Section 729; and

WHEREAS, the City of Grove City has subsequently constructed that portion of such sidewalks which were not constructed by the owners of the property abutting thereon; and

WHEREAS, a list of the estimated assessments of the total cost of said construction, and that portion being paid by the City, has been prepared and placed on file in the office of the Clerk of this Council; and

WHEREAS, notice was published in accordance with State Law and no objections were filed with respect to the estimated assessments.

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

SECTION 1. The list of estimated assessments of the cost of constructing certain sidewalks in the City of Grove City, Ohio as provided for in said Resolution CR-08-18 heretofore reported to this Council and now on file in the office of the Clerk of this Council, and aggregating in the amounts as shown on the attached exhibit for the sidewalks be and the same hereby are adopted and confirmed.

SECTION 2. The several amounts of said assessments, as foresaid, be and the same hereby are assessed and levied upon the lots and lands bounding and abutting upon said improvements.

SECTION 3. It is hereby determined that said assessments, as aforesaid, do not exceed the special benefits resulting from said improvements and do not exceed any statutory limitation.

SECTION 4. The Clerk of this Council be and she hereby is authorized and directed to continue on file in her office a list of said assessments and the description of said lots and lands.

SECTION 5. The total assessment against each lot and parcel of land shall be payable in cash to the Director of Finance of said City within thirty days after the passage of this ordinance, or, at the option of the property owner, assessed in twenty (20) annual installments. All assessments and installments thereof which have not been paid at the expiration of said thirty-day period shall be certified by the Clerk of this Council to the County Auditor to be placed by him on the tax duplicate and collected at the same time and in the same manner as other taxes are collected, as provided by law.

SECTION 6. The Clerk of this Council be and she hereby is authorized and directed to cause notice of the passage of this ordinance to be published in the manner provided by law.

SECTION 7. The Clerk of this Council be and she hereby is authorized and directed to cause notice of the levy of these assessments herein provided for to be filed with the County Auditor within forty-five days following the passage of this ordinance.

SECTION 8. This Legislative Authority hereby finds and determines that all formal actions taken relative to the adoption of this ordinance were taken in an open meeting of this legislative authority, and that all deliberations of this legislative authority and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 9. This ordinance shall take effect at the earliest opportunity allowed by law.

Passed:

Effective:

Attest:

I certify that this
ordinance is correct as to form.

Steve Robinette, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

CITY OF GROVE CITY, OHIO
2018 SIDEWALK PROGRAM FINAL ASSESSMENT

040-002648	2867 LOUISE AVE	\$	2,315.48
040-002645	2868 LOUISE AVE	\$	2,720.73
040-002644	2874 LOUISE AVE	\$	1,727.20
040-002650	2887 LOUISE AVE	\$	3,750.17
040-002643	2888 LOUISE AVE	\$	4,552.05
040-002626	2907 LOUISE AVE	\$	3,658.15
040-002627	2908 LOUISE AVE	\$	4,197.53
040-004015	2820 LOUISE PL	\$	183.26
040-004014	2824 LOUISE PL	\$	1,505.30
040-004016	2825 LOUISE PL	\$	1,452.89
040-004013	2830 LOUISE PL	\$	1,447.39
040-004017	2831 LOUISE PL	\$	1,779.60
040-004012	2836 LOUISE PL	\$	1,705.21
040-004018	2837 LOUISE PL	\$	1,828.90
040-004011	2840 LOUISE PL	\$	2,033.47
040-004019	2843 LOUISE PL	\$	1,673.83
040-004010	2850 LOUISE PL	\$	1,058.26
040-004020	2851 LOUISE PL	\$	1,906.75
040-003179	3622 SHELDON PL	\$	4,725.03
040-003200	3627 SHELDON PL	\$	3,821.45
040-003178	3646 SHELDON PL	\$	4,332.30
040-003248	3651 SHELDON PL	\$	4,263.83
040-003186	2950 THOMAS AVE	\$	2,485.28
040-003171	2959 THOMAS AVE	\$	2,074.60
040-003185	2960 THOMAS AVE	\$	2,140.10
040-003172	2967 THOMAS AVE	\$	2,083.50
040-003173	2977 THOMAS AVE	\$	1,119.50
040-003183	2978 THOMAS AVE	\$	1,911.60

CITY OF GROVE CITY, OHIO
2018 SIDEWALK PROGRAM FINAL ASSESSMENT

040-003174	2985 THOMAS AVE	\$	1,083.90
040-003182	2988 THOMAS AVE	\$	1,679.73
040-003175	2995 THOMAS AVE	\$	1,909.00
040-003181	2998 THOMAS AVE	\$	1,730.80
040-003176	3003 THOMAS AVE	\$	2,049.00
040-003180	3006 THOMAS AVE	\$	2,122.00
040-003177	3011 THOMAS AVE	\$	844.50

Date: 12/27/18
Introduced By: Mr. Davis Hook
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: X 30 Days:
Current Expense:

No.: C-02-19
1st Reading: 01/07/19
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE NO. C-02-19

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE THE CENTRAL OHIO HEALTH CARE CONSORTIUM JOINT SELF-INSURANCE AGREEMENT

WHEREAS, City Council approved entering into a contract with the Central Ohio Health Care Consortium by way of Ordinance C-40-94 and subsequently every three years with the last being by C-03-16; and

WHEREAS, the current Agreement expired on December 31, 2018 and the City needs to approve the amended Agreement.

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

SECTION 1. The City Administrator is hereby authorized to execute the Central Ohio Health Care Consortium Joint Self-Insurance Agreement, for the period of January 1, 2019 to December 31, 2021.

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

Steven R. Robinete, 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

**AMENDED AND RESTATED
CENTRAL OHIO HEALTH CARE CONSORTIUM
JOINT SELF-INSURANCE AGREEMENT**

WHEREAS, Section 9.833 of the Ohio Revised Code permits any POLITICAL SUBDIVISION that provides health care benefits for its officers or employees to join in any combination with other POLITICAL SUBDIVISIONS to establish and maintain a joint self-insurance program to provide health care benefits pursuant to a written agreement (the "AGREEMENT"); and

WHEREAS, effective January 1, 1992, a number of POLITICAL SUBDIVISIONS joined together to form the Central Ohio Health Care Consortium Joint Self-Insurance Agreement with other POLITICAL SUBDIVISIONS and established a joint self-insurance program (the "Original Agreement") to provide health care benefits for its officers and/or employees; and

WHEREAS, the Original Agreement was restated on July 1, 1994, through the implementation and execution of Amendment No. 1 to Central Ohio Health Care Consortium Joint Self-Insurance Agreement ("Amendment No. 1"); and

WHEREAS, in 1997, the MEMBERS of the POOL adopted Amendment No. 2 to Amendment No. 1 ("Amendment No. 2"), pursuant to which Sections 3.06(a) and 8.01(b) of Amendment No. 1 were amended; and

WHEREAS, in 2000, the MEMBERS further amended Amendment No. 1 and Amendment No. 2 by replacing existing Section 6.03 with a new provision regarding the POOL CONTRIBUTION FACTOR; and

WHEREAS, in 2003, the MEMBERS further amended Amendments No. 1 and No. 2 by modifying Section 7.01 Monthly Payments and Section 7.04 Assessments adding "Thereafter, payment is subject to a 5% penalty with the interest of 1½% per month or portion thereof"; and

WHEREAS, in 2006, the MEMBERS further amended Amendments No. 1 and No. 2 by modifying Section 3.05 and making other minor clarification modifications; and

WHEREAS, in 2009, the MEMBERS amended Amendments No. 1 and No. 2 by modifying Section 4.03 to add the BOARD office of Treasurer; by modifying Section 4.03 to add the Treasurer to the Executive Committee; by modifying Section 4.05 to create a Finance Committee; and by modifying Section 4.03 to eliminate the term limitation for BOARD Chairman; and

WHEREAS, in 2016, the MEMBERS amended and restated the AGREEMENT (the "RESTATED AGREEMENT") to incorporate all prior and current amendments into one document and to modify the AGREEMENT to: 1) create a mandatory reserve and specify the method to determine and create the mandatory funding level; and 2) establish October 1st as the MEMBER withdrawal deadline; and

WHEREAS, in 2018, the MEMBERS again desire to amend and restate the AGREEMENT to provide current operating terms under the AGREEMENT for the three-year TERM of the AGREEMENT beginning January 1, 2019, making the changes identified herein;

NOW, THEREFORE, the undersigned agree as follows:

ARTICLE ONE NAME

Section 1.01. Name. The unincorporated joint self-insurance program known as the Central Ohio Health Care Consortium (the "POOL") is hereby continued as stated herein.

Section 1.02. Duration. The POOL shall have a perpetual duration and shall continue until terminated pursuant to this AGREEMENT. Health benefits coverage hereunder for VESTED MEMBERS initially commenced on January 1, 1992, immediately upon the termination of the health care coverage that previously was provided by Central Benefits Mutual Insurance Company.

Section 1.03. Legal Status. The POOL shall be deemed to be a legal entity, separate and apart from its MEMBERS, formed for the public purpose of enabling its MEMBERS to obtain insurance, to create a joint self-insurance program, and to provide for the joint administration of POOL as well as the FUNDS of the POOL.

Section 1.04. Effective Date. This AGREEMENT amends and completely supercedes the existing Central Ohio Health Care Consortium Joint Self-Insurance Agreement (the "RESTATED AGREEMENT"). This restated AGREEMENT shall become effective as of January 1, 2019.

ARTICLE TWO DEFINITIONS

Section 2.01. Act. "ACT" means Section 9.833 of the Ohio Revised Code ("ORC") and any successor statute thereto, as amended from time to time.

Section 2.02. Administrator. "ADMINISTRATOR" means the entity designated to supervise the administration of the POOL and to perform such other duties as are set forth in any applicable Administration Agreement.

Section 2.03. Agreement. "AGREEMENT" means this Amended and Restated Central Ohio Health Care Consortium Joint Self-Insurance Agreement and all counterparts hereto, as amended from time to time.

Section 2.04. Board. "BOARD" means the Board of Directors of the POOL.

Section 2.05. Contribution(s). “CONTRIBUTION(S)” means any amounts paid by a MEMBER to any FUND.

Section 2.06. Fund. “FUND” or “FUNDS” means those amounts paid by MEMBERS pursuant to Articles Six and Seven of this AGREEMENT.

Section 2.07. Member. “MEMBER” means a POLITICAL SUBDIVISION that is a party to this AGREEMENT and that has not withdrawn from or been terminated from participation in the POOL.

Section 2.08. Political Subdivision. “POLITICAL SUBDIVISION” has the same meaning given to it by the ACT.

Section 2.09. Pool Contribution Factor. “POOL CONTRIBUTION FACTOR” has the meaning as defined in Section 6.03 hereof.

Section 2.10. Scope of Coverage. “SCOPE OF COVERAGE” means the coverage, limits and deductibles set forth in Section 4.07 hereof.

Section 2.11. Surplus Funds. “SURPLUS FUNDS” means the amount by which the FUNDS available to operate the POOL for any year or years exceed all of the costs, liabilities (including claim liabilities, claim reserves and reserves for terminal liability) and expenses of operating the POOL.

Section 2.12. Term. “TERM” means a three-year contract period entered into by the MEMBERS beginning January 1 of any of the following years: 2010, 2013, 2016, 2019, 2022, 2025.

Section 2.13. Vested and Non-Vested Members. “VESTED MEMBER” means any MEMBER who was an original MEMBER of the POOL as well as any MEMBER after such MEMBER has completed one full three-year TERM, and “NON-VESTED MEMBER” means any MEMBER who has not completed one full three-year TERM. Prior to this 2019 restatement, such MEMBERS were referred to as FOUNDING and NON-FOUNDING MEMBERS.

Section 2.14. Terms Defined Elsewhere.

ACTUARY	Section 4.07(s)
CERTIFIED PUBLIC ACCOUNTANT or CPA	Section 4.07(s)
DIRECTOR	Section 3.04(c)
ELECTION	Section 3.05(c)
EXPECTED COSTS	Section 7.01
FUNDING RATE	Section 7.01
INCURRED BUT NOT REPORTED or IBNR	Section 6.04
POOL	Section 1.01
RESTATED AGREEMENT	Section 1.04
SECOND ELECTION	Section 3.05(d)
SMALL MEMBER GROUP	Section 6.03

ARTICLE THREE MEMBERSHIP

Section 3.01. Qualification. An applicant seeking membership in the POOL must meet all of the qualifications required by the ACT and, in the case of a NON-VESTED MEMBER, must demonstrate to the satisfaction of the BOARD the financial ability to pay all CONTRIBUTIONS.

Section 3.02. Application. All applicants to become MEMBERS shall apply for membership in any manner and on any form approved by or acceptable to the BOARD.

Section 3.03. Effective Time of Membership. An applicant shall become a MEMBER at the time that a duly authorized officer of the applicant executes, and a duly authorized officer of the POOL accepts, this AGREEMENT on behalf of the POOL. No applicant shall be permitted to become a MEMBER unless it provides written documentation satisfactory to the BOARD, in its sole judgment, that the applicant has the requisite capacity and authority, and has obtained all required approvals, to execute this AGREEMENT and to perform all of its obligations hereunder.

Section 3.04. Duties of Members. Each MEMBER agrees to do or cause to be done all of the following:

(a) to cooperate with and institute all loss prevention procedures and guidelines developed by the BOARD or the ADMINISTRATOR;

(b) to adopt and institute wellness program components or options as identified by the BOARD or the ADMINISTRATOR;

(c) to designate a representative of the MEMBER (a "DIRECTOR") to serve on the BOARD, and to cause that DIRECTOR to attend all monthly and special meetings of the BOARD;

(d) to provide the ADMINISTRATOR access to the records of the MEMBER during normal business hours, upon 24 hours' prior written notice and only for the purpose of conducting necessary services related to the operation of the POOL and for no other purpose;

(e) to permit the ADMINISTRATOR and any agent or attorney thereof to represent the MEMBER in investigating, litigating and settling any claim made against the POOL or the MEMBER that is within the SCOPE OF COVERAGE provided by the POOL; and

(f) to promptly pay when and as due all CONTRIBUTIONS, assessments and uncovered losses (as described in Sections 7.02 and 7.03), if any, required under this AGREEMENT.

Section 3.05. Terms of Membership.

(a) Each original VESTED MEMBER of the POOL committed to remain a MEMBER for three years, until December 31, 1994. Thereafter, the MEMBERS agreed to continue the POOL for three successive three-year terms (each such three-year period hereunder, a "TERM"). In 2003, the MEMBERS agreed to continue the POOL for successive three-year TERMS indefinitely.

(b) The MEMBERS intend that the POOL shall continue in effect indefinitely, for succeeding three-year TERMS, subject to the continual election of MEMBERS to remain participants in the POOL as provided below.

(c) On or before October 1, of the last year of the current TERM (the "ELECTION"), each MEMBER of the POOL shall indicate in writing to the BOARD whether or not it intends to continue its participation beyond the current TERM. At least two MEMBERS must elect to continue their participation for the POOL to continue. If less than two MEMBERS elect to continue, the POOL shall terminate effective as of 11:59 p.m., local Columbus, Ohio time, on December 31 of the last year of the current TERM, and the BOARD shall be responsible for winding up and dissolving the affairs of the POOL.

(d) If MEMBERS representing more than one-third (1/3) of the employees and officers of MEMBERS insured by the POOL elect to leave the POOL at the ELECTION, the remaining MEMBERS shall be given another opportunity to indicate in writing whether they desire to continue in the POOL (the "SECOND ELECTION"). The SECOND ELECTION shall be made by each remaining MEMBER on or before November 1, and at least two MEMBERS must elect to continue their participation for the POOL to continue. If less than two MEMBERS elect to continue, the POOL shall terminate effective as of 11:59 p.m., local Columbus, Ohio time, on December 31 of the last year of the current TERM, and the BOARD shall be responsible for winding up and dissolving the affairs of the POOL.

(e) If two or more MEMBERS elect to continue, either at the ELECTION or SECOND ELECTION, all such MEMBERS shall be required to participate for another three-year TERM; provided, however, that any such continuing MEMBER may voluntarily withdraw at the end of any year within that subsequent TERM upon compliance with the withdrawal provisions of Section 8.01 herein. The rights of MEMBERS to share in the SURPLUS FUNDS of the POOL upon withdrawal are governed by Section 8.01 hereof.

Section 3.06. Terms of Membership for Non-Vested Member.

(a) Upon initial entry into the POOL, each NON-VESTED MEMBER shall be required to remain a MEMBER, and may not withdraw from the POOL, until the December 31st following the second anniversary of the MEMBER'S joining the POOL. A MEMBER'S rights to participate in and/or withdraw from the POOL for any subsequent TERM shall be governed by Section 3.05 hereof.

(b) Subject to Section 8.01 hereof, NON-VESTED MEMBERS shall be entitled to share in SURPLUS FUNDS of the POOL on the same basis as VESTED MEMBERS. NON-VESTED MEMBERS shall pay a surcharge and/or otherwise buy into such surplus on terms established by the BOARD.

ARTICLE FOUR BOARD OF DIRECTORS

Section 4.01. Establishment of Board. The POOL shall have a Board of Directors, which shall, among other duties, determine the general policy of the POOL. Each MEMBER shall be entitled to appoint one DIRECTOR to the BOARD.

Section 4.02. Term of Directorships. A person appointed by a MEMBER to serve as a DIRECTOR on the BOARD shall remain in office until (1) the POOL receives evidence of the appointment of his or her successor or (2) the effective time of the withdrawal from or termination of the MEMBER'S participation in the POOL.

Section 4.03. Officers and Executive Committee. The BOARD shall annually elect from the DIRECTORS of the BOARD a Chairman, a Vice-Chairman, a Secretary, and a Treasurer. The DIRECTORS receiving the largest number of votes for each office shall be elected.

The BOARD shall annually elect an executive committee to be comprised of the Chairman, the Vice-Chairman, the Secretary and the Treasurer of the POOL, and two other DIRECTORS. The two DIRECTORS receiving the largest number of votes for the executive committee shall be elected. The executive committee may bind the BOARD only as to matters over which the BOARD has given express authorization.

Section 4.04. Meetings.

(a) Meetings of the BOARD shall be held monthly at such time as the Secretary shall prescribe. Such meetings may be held and attended in person or electronically through teleconference, video conference or other appropriate means. The Secretary shall give written or electronic notice to each DIRECTOR of the time, date, place, and format of each meeting, at least seven days prior to each meeting. This notice may, but is not required to, contain an agenda of items to be discussed. Any item of POOL business may be considered at the monthly meetings contained in the notice of the meeting.

(b) Special meetings may be called by the ADMINISTRATOR, the Chairman, or by a majority of the DIRECTORS. Only items listed for discussion in the notice of the special meeting may be considered. The Secretary shall give written or electronic notice to each DIRECTOR of the time, date, place, format and purposes of a special meeting at least three days prior to each meeting.

Section 4.05. Committees of the Board.

(a) The BOARD shall appoint a standing Finance Committee consisting of as many DIRECTORS, proxies or other designees as the BOARD chooses and to be chaired by the Treasurer. The Finance Committee shall be responsible for the POOL's pricing policies and related matters.

(b) The BOARD shall also appoint a standing Benefits Committee consisting of as many DIRECTORS, proxies or other designees as the BOARD chooses and to be chaired by a member of the Benefits Committee as selected by the Committee members. The Benefits Committee shall be responsible for evaluating benefit plan designs, wellness initiatives and related matters.

(c) The Chairman or BOARD may from time to time appoint ad hoc committees consisting of no fewer than five of the DIRECTORS. Membership of the ad hoc committees may be changed at any time by the Chairman or by the BOARD. An ad hoc committee may bind the BOARD only as to matters over which the BOARD has given such committee express authorization.

Section 4.06. Compensation. DIRECTORS shall be entitled to reimbursement of actual expenses incurred in the pursuit of POOL business and such other reasonable and lawful compensation as may be awarded from time to time by the BOARD.

Section 4.07. Powers and Duties. The BOARD is authorized and directed to carry out each and every act necessary, convenient or desirable to and for carrying out the purpose of this AGREEMENT and the POOL, including, but not limited to:

- (a) hiring the ADMINISTRATOR;
- (b) receiving MEMBERS' CONTRIBUTIONS;
- (c) administering the POOL and settling and paying, or causing the payment of, claims on behalf of the MEMBERS;
- (d) making and entering into contracts to conduct and operate the POOL, including, but not limited to, the execution of an administrative agreement with the ADMINISTRATOR;
- (e) employing agents and employees on behalf of the POOL;
- (f) establishing and adopting requirements for membership in the POOL, including, but not limited to, a potential member's commitment to certain wellness initiatives to be identified by the BOARD and/or the ADMINISTRATOR;
- (g) approving new MEMBERS;
- (h) terminating the participation of existing MEMBERS;

- (i) approving and amending the annual budget of the POOL;
- (j) resolving disputes over the SCOPE OF COVERAGE provided by the POOL;
- (k) approving educational and other programs relating to risk reduction;
- (l) approving reasonable and necessary loss reduction and preventive procedures to be followed by all MEMBERS;
- (m) approving each MEMBER'S FUNDING RATE (as that term is defined in Section 7.01 hereof);
- (n) establishing rules and regulations regarding the payment of FUNDS from the POOL as shall from time to time seem appropriate or necessary, including the payment of reasonable expenses related to the administration of the POOL;
- (o) establishing and adopting policies for the administration of the POOL and/or the FUNDS, including, but not limited to investment and mandatory reserve policies as well as policies for pricing and rating;
- (p) investing POOL monies;
- (q) providing surety and/or fidelity bonds for DIRECTORS and all persons charged with the custody or investment of POOL FUNDS;
- (r) purchasing directors and officers, errors and omissions and such other insurance coverage for the benefit of the POOL and its DIRECTORS as the BOARD shall deem necessary, appropriate or desirable;
- (s) hiring an independent actuary who shall be a member of the American Academy of Actuaries (the "ACTUARY") as well as a CERTIFIED PUBLIC ACCOUNTANT (the "CPA") to perform duties required by ORC Section 9.833 or otherwise by the BOARD;
- (t) hiring independent legal counsel to provide services to the BOARD and POOL, as necessary;
- (u) establishing one or more bank accounts, which may include establishing a trust(s) with the trust department(s) of one or more National bank(s), to collect premiums, pay claims and otherwise to manage and account for all POOL FUNDS;
- (v) requiring the ADMINISTRATOR to provide evidence of coverage satisfactory to the BOARD with respect to stop-loss and/or any other kind of insurance purchased by the ADMINISTRATOR for the benefit of the POOL; and

(w) determining whether the POOL has any SURPLUS FUNDS and, if so, how such SURPLUS FUNDS shall be utilized for the operation of the POOL and/or shall be distributed to MEMBERS, in accordance with the terms of this AGREEMENT.

The coverage, limits, deductibles and other terms of the health care benefits (the "SCOPE OF COVERAGE") to be provided by the POOL are described in documents maintained by the BOARD and incorporated herein by this reference. From time to time, the BOARD may revise the SCOPE OF COVERAGE as it deems necessary or appropriate.

The BOARD may delegate one or more of these duties to one or more committees established under Section 4.05, with oversight and approval retained by the BOARD.

Section 4.08. Voting; Proxies. Each DIRECTOR shall be entitled to one vote on each matter voted upon by the BOARD, except that the Chairman shall have an additional vote in the event of a tie. A DIRECTOR may be represented and may vote by a proxy appointed by an instrument in writing signed by the DIRECTOR and confirmed by the MEMBER which elected such DIRECTOR, but such instrument must be filed with the Secretary of the meeting before the person holding the proxy shall be allowed to vote.

The BOARD may include in any process or procedure for administering the POOL, including voting, the use of alternative media, including, but not limited to, telephonic, facsimile, computer or other such electronic means as available. Use of alternative media shall be deemed to satisfy any requirements of the POOL or this AGREEMENT requiring a "written" document or an instrument signed "in writing" to the extent permissible under the ORC, or the Internal Revenue Code of 1986, as amended, if applicable.

Section 4.09. Quorum. A quorum of the BOARD shall consist of fifty percent (50%) of the DIRECTORS. Except as provided in Section 11.09 below, the affirmative vote of a majority of the DIRECTORS present at a meeting at which a quorum is present shall be the vote of the BOARD.

ARTICLE FIVE ADMINISTRATOR

Section 5.01. Contract. The BOARD shall contract with an ADMINISTRATOR and delegate to such ADMINISTRATOR some or all of its contractual powers and duties (set forth in Article Four above), as the BOARD shall deem advisable.

Section 5.02. Annual Report. The BOARD shall require the ADMINISTRATOR to prepare and present to the BOARD an annual report regarding the condition of the POOL, within 90 days after each calendar year end. The report shall be in such form and include such information as is prescribed by, or acceptable to, the BOARD. The report may be consolidated with the ADMINISTRATOR'S budget recommendation required by Section 6.02 hereof.

ARTICLE SIX POOL FUNDS

Section 6.01. Establishment of the Funds(s). The BOARD shall establish one or more FUNDS which shall consist of MEMBER CONTRIBUTIONS in amounts it deems sufficient to annually fund the administrative expenses of the POOL, to purchase excess insurance, stop-loss insurance or reinsurance for the POOL, to pay current year claims and claim expenses and to establish and maintain sufficient reserves. At or about the close of any three-year TERM hereunder, the BOARD may also establish one or more FUNDS, which may consist of MEMBER CONTRIBUTIONS and/or any existing SURPLUS FUNDS, in amounts it deems appropriate to fund the claims, claims expense and other costs and expenses associated with the termination and run-off of the three-year TERM then ending.

Section 6.02. Budget. No later than October 1 in each POOL year, the ADMINISTRATOR shall prepare and submit to the BOARD an estimate of the budget of the POOL for the succeeding calendar year. If the budget is acceptable to the BOARD, the BOARD shall approve such budget in the manner established in Article Four.

Section 6.03. Pool Contribution Factor. The POOL CONTRIBUTION FACTOR for each MEMBER of the POOL shall be as follows:

Number of Employees and Officers Insured by the MEMBER	Percentage of Adjustment Related to the MEMBER'S Loss Experience	Percentage of Adjustment Related to the POOL'S Loss Experience
-----	-----	-----
50-99	20%	80%
100-124	30%	70%
125-149	40%	60%
150-199	50%	50%
200-299	60%	40%
300 +	80%	20%

With respect to those MEMBERS whose number of insured employees and officers is fewer than 50, all such MEMBERS shall be treated as a single group (the "SMALL MEMBER GROUP"). The POOL CONTRIBUTION FACTOR for each MEMBER in the SMALL MEMBER GROUP shall be determined by adding all employees and officers insured by each MEMBER in the SMALL MEMBER GROUP, and by then applying the percentages shown in the chart shown above to that total. Such determination shall reviewed at the conclusion of each TERM in order to determine whether any MEMBER should be removed from or return to the SMALL MEMBER GROUP, as well as the POOL CONTRIBUTION FACTOR to be applied for the upcoming TERM.

Each POOL CONTRIBUTION FACTOR shall remain constant for the entire life of the POOL, subject to change only as provided in Section 11.09 hereof. Notwithstanding the above, the BOARD shall have the authority to use reasonable

discretion in the consideration of extenuating circumstances that may apply to any MEMBER in the determination and application of the appropriate POOL CONTRIBUTION FACTOR for such MEMBER. Further, the BOARD may develop and adopt policies regarding pricing and rates for MEMBERS, and particularly new NON-VESTED MEMBERS (as provided in Section 4.07(o)), based on the prior status of such MEMBER's benefit programs (e.g., fully-insured, self-funded with run-out claims liability, self-funded without run-out claims liability, etc.).

Additionally, and notwithstanding anything contained in this AGREEMENT elsewhere to the contrary, the MEMBERS in the SMALL MEMBER GROUP shall be treated as if they were a single MEMBER not only for purposes of determining their POOL CONTRIBUTION FACTOR, but also for purposes of allocating and distributing SURPLUS FUNDS, establishing the FUNDING RATE for the SMALL MEMBER GROUP and for determining and assessing supplemental payments to the POOL under Article Seven of the AGREEMENT. In each such case, the MEMBER'S rights and/or liabilities within the SMALL MEMBER GROUP shall be determined by dividing (a) the number of employees and officers insured by the MEMBER by (b) the total number of all employees and all officers insured by all MEMBERS within the SMALL MEMBER GROUP, and applying that fraction to each such MEMBER as the BOARD shall deem appropriate under the circumstances.

Except as otherwise provided in the preceding paragraph, the MEMBERS in the SMALL MEMBER GROUP shall be treated as separate and distinct MEMBERS for all other purposes under the AGREEMENT. The BOARD shall have the authority to interpret this AGREEMENT to resolve any conflicts or issues arising out of the creation of the SMALL MEMBER GROUP and the allocation of any rights and liabilities to each MEMBER within the SMALL MEMBER GROUP.

Section 6.04. Mandatory Reserve. The BOARD shall establish a mandatory reserve for the purposes of protecting the FUND from future losses and maintaining fiscal solvency. This reserve shall be set aside for contingencies and potential unforeseen liabilities such as a spike in claims payments in excess of expected claims. As a part of the annual budget process, the mandatory reserve target shall be calculated as the greater of either the FUND'S INCURRED BUT NOT REPORTED ("IBNR") estimate as identified by the ADMINISTRATOR, or the prior year's average three month claims expense. For purposes of a NON-VESTED MEMBER, the pricing of such reserve amount will be phased in over the first two years of the NON-VESTED MEMBER's participation in the POOL. Should additional CONTRIBUTIONS be required to achieve the reserve funding target, the BOARD shall determine a reserve surcharge for MEMBERS to be included in the MEMBERS' CONTRIBUTIONS.

Section 6.05. Surplus Funds. In the event that MEMBER CONTRIBUTIONS exceed claims and expenses for the FUND, the BOARD, shall first apply the SURPLUS FUNDS to the mandatory reserve. Should the reserve exceed the BOARD'S established funding target, the BOARD may, in its sole discretion, apply SURPLUS FUNDS toward the CONTRIBUTIONS of MEMBERS for any subsequent year, and/or fund any other necessary and proper cost, liability and/or expense of the POOL. Additionally, the BOARD may refund to its MEMBERS all or some portion of the excess payments, if

any, made by its MEMBERS to the POOL, which reimbursement may be based on each MEMBER'S and the POOL'S loss experience and such other factors as the BOARD deems appropriate under the circumstances. The BOARD shall determine the amount of SURPLUS FUNDS, if any, as of December 31 of each year hereunder on or before April 1 in each succeeding year, and shall promptly communicate this information to each MEMBER.

Section 6.06. Purchase of Stop-Loss Insurance. The BOARD shall use its best efforts hereunder to purchase aggregate stop-loss insurance for the POOL. The BOARD shall also investigate the purchase of specific stop-loss coverage, and upon the termination of the POOL, the availability of insurance to cover the terminal liabilities of the withdrawing MEMBERS, and shall purchase such coverage if deemed to be in the best interests of the MEMBERS at that time. The BOARD may, in its discretion, create sub-pools for the allocation of the costs for any purchased stop-loss coverage, with such factors to be reviewed on an actuarial basis, and applied each TERM.

Section 6.07. Actuarial and Financial Reports. The BOARD shall require the ACTUARY and the CPA to prepare and deliver to the BOARD the report(s) required by ORC Section 9.833.

ARTICLE SEVEN FUNDING SCOPE OF RISK SHARING PROTECTION

Section 7.01. Monthly Payments. On or before October 1 in each year, the BOARD (after consultation with its ADMINISTRATOR, its ACTUARY or such other persons as the BOARD may deem necessary or appropriate) shall calculate the expected costs ("EXPECTED COSTS") for the POOL for the next calendar year. EXPECTED COSTS shall include anticipated claims costs and fixed and administrative costs associated with the operation of the POOL, including premiums for stop-loss insurance, excess insurance and directors and officers' liability insurance, errors and omissions insurance and fees for its ADMINISTRATOR, ACTUARY, CPA and legal counsel. After calculating EXPECTED COSTS and on or about October 1 in each year, the BOARD shall determine each MEMBER'S FUNDING RATE ("FUNDING RATE"). A MEMBER'S FUNDING RATE shall be determined with reference to the number of employees and officers of the MEMBER who are covered by the POOL as of September 1, the loss experience of the MEMBER and the MEMBER'S POOL CONTRIBUTION FACTOR. FUNDING RATES shall be established so as to enable the POOL to satisfy its EXPECTED COSTS, as well as any additional funding deemed necessary or appropriate by the BOARD. By way of example, the BOARD may establish FUNDING RATES to provide funds in excess of EXPECTED COSTS in order to establish reserves for future POOL year operations.

FUNDING RATES shall be paid monthly by MEMBERS, and payment must be received by the POOL on or before the 15th of each month hereunder with no grace period whatsoever. Thereafter, payment is subject to a 5% penalty with the interest of 1½% per month or portion thereof.

Section 7.02. Assessments. From time to time, the BOARD may require that MEMBERS make supplemental payments to the POOL for any necessary or appropriate purpose where there is reasonable concern that FUNDS then available to the POOL (whether through surplus, monthly payments of FUNDING RATES, stop-loss coverage, reinsurance or otherwise) will not be sufficient to meet the responsibilities of the POOL; provided, however, that the total of such supplemental payments and all payments under Section 7.01 hereof in any year shall not exceed two hundred percent (200%) of the EXPECTED COSTS for that POOL year. The BOARD may assess supplemental payments from MEMBERS, including withdrawn or terminated MEMBERS (related to their period of membership in the POOL), for any one or more years of their membership. All assessments for supplemental payments shall be made proportionately among the MEMBERS of the POOL for the year as to which the assessment relates, in direct relation to each MEMBER'S FUNDING RATE for that year.

MEMBERS shall be responsible for supplemental payments during the life of the POOL and any later period when claims or expenses need to be paid which are attributable to any year of membership during which the event causing the expenses or claims requiring the supplemental payments occurred.

Section 7.03. Member Reversion.

(a) In the event that the losses of the POOL in any year exceed amounts paid to the POOL under Sections 7.01 and 7.02, together with all stop-loss, reinsurance and other coverage then in effect, then the payment of any uncovered losses shall be covered by the POOL and such losses shall be allocated to the MEMBERS as part of the POOL CONTRIBUTION FACTOR described in Section 6.03.

(b) In the event that the administrative costs and expenses of operating the POOL exceed the FUNDS available therefor, including but not limited to amounts available to the POOL by assessment under Section 7.02, then the BOARD may assess the MEMBERS for such deficiency. All such assessments shall be made proportionately among the MEMBERS for the year, as to which the assessment relates, in direct relation to each MEMBER'S FUNDING RATE for that year.

Section 7.04. Payment of Assessments. Each MEMBER shall promptly pay all assessments hereunder, and in each case no later than the forty-fifth (45th) day after the BOARD has given the MEMBER written notice of the assessment, with no grace period whatsoever. Thereafter, payment is subject to a 5% penalty with the interest of 1½% per month or portion thereof.

ARTICLE EIGHT MEMBER'S WITHDRAWAL OR TERMINATION

Section 8.01. Withdrawal.

(a) A VESTED MEMBER, or a NON-VESTED MEMBER that has completed its membership requirement as described in Section 3.06, may withdraw from

the POOL by giving prior written notice to the POOL no later than October 1 of the year in which membership is to cease. The MEMBER'S withdrawal shall be effective as of 11:59 p.m., local Columbus, Ohio time, on December 31 in the year in which such notice is given; provided, however, that the MEMBER shall remain liable thereafter for any assessments which the BOARD may make under Sections 7.02 and/or 7.03. At and after the effective time of withdrawal, the withdrawing MEMBER shall be wholly and solely responsible for providing health care (and other, if any) benefits that previously had been provided by the POOL, including but not limited to any and all IBNR and/or terminal liabilities related to its prior POOL participation, to the extent such expenses exceed the total of the MEMBER's CONTRIBUTIONS for the last three months as an active MEMBER, and the POOL shall have absolutely no liabilities to the MEMBER in that regard.

(b) No withdrawing MEMBER shall have any rights whatsoever to participate in a distribution of the SURPLUS FUNDS of the POOL, whether then or any time thereafter.

Section 8.02. Termination. Upon a vote of the BOARD taken in accordance with Article Four and upon five days' written notice, a MEMBER'S participation may be terminated if such MEMBER materially breaches or violates any of the terms of this AGREEMENT. Without limiting the generality of the foregoing, the failure of a MEMBER to promptly make payments to the POOL in complete conformity with the provisions of Article Seven shall be deemed to be a material breach and violation of this AGREEMENT which warrants termination. Upon termination, the terminated MEMBER shall (a) remain liable for any and all amounts remaining due and unpaid under Article Seven, (b) have no rights whatsoever to share in any SURPLUS FUNDS then and/or at any time thereafter, and (c) effective as of 11:59 p.m., local Columbus, Ohio time, on the date on which such termination is effective, the terminated MEMBER shall be wholly and solely responsible for providing health care (and other, if any) benefits that previously had been provided by the POOL, including, but not limited to, any and all IBNR and/or terminal liabilities related to its prior POOL participation, to the extent such expenses exceed the total of the MEMBER's CONTRIBUTIONS for the last three months as an active MEMBER, and the POOL shall have absolutely no liabilities to the MEMBER in that regard.

ARTICLE NINE TERMINATION OF POOL

Section 9.01. Termination. This AGREEMENT may be terminated only by the written agreement of no less than two-thirds (2/3) of all MEMBERS. After a vote to terminate the POOL, the BOARD shall wind-up the POOL'S business as quickly as practicable, but in any event shall complete this process no later than 12 months after the termination date. During such period, the POOL shall continue to pay all claims and expenses until the POOL FUNDS are exhausted.

After payment of all claims and expenses, or upon the termination of the 12-month period, any remaining SURPLUS FUNDS held by the POOL shall be paid to the

MEMBERS of the POOL who are MEMBERS as of the termination date. The BOARD shall determine the manner in which such SURPLUS FUNDS shall be distributed, and shall consider (a) the percentage relationship which each MEMBER'S CONTRIBUTIONS to the POOL for the prior three calendar years of the POOL bears to all MEMBERS' CONTRIBUTIONS to the POOL for that same period and (b) the loss experiences of each MEMBER for the prior three calendar years of the POOL. If, after the payment of all claims and expenses, or upon the termination of the 12-month period, the POOL'S funds are not sufficient to pay claims and expenses, the payment of any uncovered losses shall revert to and be the sole obligation of the individual MEMBERS against which the claims or expenses were made, and the BOARD shall assess such MEMBERS for the full amount owed.

The POOL, through the BOARD, may require that MEMBERS provide written documentation satisfactory to the BOARD, in its sole judgment, that such MEMBER has the requisite capacity and authority, and has obtained all required approvals, to vote on any matter contemplated by this Section 9.01.

The POOL shall not be responsible for any claims filed after the 12-month period. MEMBERS shall remain obligated to make payments to the POOL pursuant to Article Seven related to periods prior to the termination date.

ARTICLE TEN INDEMNIFICATION

Section 10.01. Indemnification. Subject to the determination required by Section 10.03 below, the POOL shall indemnify any officer or DIRECTOR of the POOL who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the POOL), against expenses (including, without limitation, reasonable attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by the officer or DIRECTOR in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the POOL, and with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful. A person claiming indemnification under this Section 10.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the POOL, and with respect to any criminal matter, to have had no reasonable cause to believe his conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

Section 10.02. Court-Approved Indemnification. Anything contained in this AGREEMENT or elsewhere to the contrary notwithstanding:

(a) the POOL shall not indemnify any officer or DIRECTOR of the POOL who was a party to any completed action or suit instituted by or in the right of the POOL to procure a judgment in its favor by reason of the fact that he is or was a DIRECTOR, officer, employee or agent of the POOL, in respect of any claim, issue or matter asserted in such action or suit as to which he shall have been adjudged to be liable for acting with reckless disregard for the best interests of the POOL or misconduct (other than negligence) in the performance of his duty to the POOL unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, he is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

(b) the POOL shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 10.02.

Section 10.03. Determination Required. Any indemnification provided for under Section 10.01 and not precluded under Section 10.02 shall be made by the POOL only upon a determination that such indemnification of the officer or DIRECTOR is proper in the circumstances because he has met the requirements set forth in Section 10.01. Such determination may be made only (a) by a majority vote of a quorum consisting of DIRECTORS of the BOARD who were not and are not parties to, or treated with, any such action, suit or proceeding, or (b) if such a quorum is not obtainable or if a majority of a quorum of disinterested DIRECTORS so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the POOL or any person to be indemnified, within the past five years, or (c) by the court in which such action, suit or proceeding was brought, if any.

Section 10.04. Advances for Expenses. Expenses (including, without limitation, reasonable attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 10.01 shall be paid by the POOL in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer or DIRECTOR promptly as such expenses are incurred by him, but only if such officer or DIRECTOR shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which he shall not have been successful on the merits or otherwise:

(a) if it shall ultimately be determined as provided in Section 10.03 that he is not entitled to be indemnified by the POOL as provided under Section 10.01; or

(b) if, in respect of any claim, issue or other matter asserted by or in the right of the POOL in such action or suit, he shall have been adjudged to be liable for acting with reckless disregard for the best interests of the POOL or misconduct (other than negligence) in the performance of his duty to the POOL, unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such

adjudication of liability, and in view of all the circumstances, he/she is fairly and reasonably entitled to all or part of such indemnification.

Section 10.05. Article Ten Not Exclusive. The indemnification provided by this Article Ten shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled, and shall continue as to a person who has ceased to be an officer or DIRECTOR of the POOL and shall inure to the benefit of the heirs, executors, executors, and administrators of such a person.

ARTICLE ELEVEN MISCELLANEOUS

Section 11.01. Ohio Law Governs. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Ohio.

Section 11.02. Enabling Action by Members. If any action requiring the vote, consent or approval of any or all MEMBERS of the POOL, is required in order to make permissible or lawful any actions contemplated by this AGREEMENT, each DIRECTOR will vote for such action on behalf of its MEMBER.

Section 11.03. Counterparts. This AGREEMENT and any amendment hereto may be executed in one or more counterparts, each of which shall be deemed to be an original, but all counterparts taken together shall constitute one and the same AGREEMENT.

Section 11.04. Severability. The invalidity or unenforceability of any provision of this AGREEMENT in any particular respect shall not affect the validity and enforceability of any other provision of this AGREEMENT or of the same provision in any other respect.

Section 11.05. Captions. All captions used in this AGREEMENT are for convenience or reference only, do not form a substantive part of this AGREEMENT and shall not restrict or enlarge any substantive provision of this AGREEMENT.

Section 11.06. Notices. All notices and other communications required or permitted under this AGREEMENT shall be in writing and shall be mailed by regular U.S. mail, postage prepaid, or otherwise delivered by hand or by messenger, addressed (a) if to a MEMBER, to the DIRECTOR representing that MEMBER at such DIRECTOR'S address set forth on the last page of this AGREEMENT or at such other address as the MEMBER or DIRECTOR shall have furnished to the POOL in writing or (b) if to the POOL, at the POOL address set forth on the last page of this AGREEMENT and addressed to the attention of the Secretary of the POOL or at such other address as the POOL shall have furnished to the MEMBERS in writing. Each such notice or other communication shall for all purposes of this AGREEMENT be treated as effective or having been given (a) when delivered, if delivered personally or (b) if sent by mail, when deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed in compliance with this Section 11.06.

Notwithstanding the foregoing, the parties may elect to use alternative media for the purpose of providing such notices and communications, including, but not limited to, facsimile, computer or other such electronic means as are available, provided that any method used shall include a confirmation statement or receipt providing evidence that such transmission was received by the intended recipient.

Section 11.07. Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties hereto in respect of the subject matter of this AGREEMENT, and this AGREEMENT supersedes all prior and contemporaneous agreements between the parties hereto in respect of the subject matter of this AGREEMENT.

Section 11.08. Pronouns; Gender. All pronouns and any variations thereof used in this AGREEMENT to refer to any person or persons shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

Section 11.09. Amendment. This AGREEMENT may be amended only by the written agreement of no less than two-thirds (2/3) of all MEMBERS. The POOL, through the BOARD, may require that MEMBERS provide written documentation satisfactory to the BOARD, in its sole judgment, that such MEMBER has the requisite capacity and authority, and has obtained all required approvals to vote on any matter contemplated by this Section 11.09.

Section 11.10. Other Instruments. The MEMBERS agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this AGREEMENT.

IN WITNESS WHEREOF, this AGREEMENT was executed on the ____ day of _____, 2018 by the undersigned duly authorized officer of the MEMBER indicated below:

ACCEPTED FOR THE CENTRAL
OHIO HEALTH CARE
CONSORTIUM:

By: _____
Title: _____

Address: _____

MEMBER:

By: _____
Title: _____

Address: _____

Exhibit A.1
CITY OF GROVE CITY, OHIO

2018 SIDEWALK PROGRAM FINAL ASSESSMENT

Parcel ID	Street Address	Assessment
040-002620	2900 DENNIS LN	\$ 1,389.60
040-002619	2910 DENNIS LN	\$ 1,504.10
040-002638	3687 HOMECOMER DR	\$ 963.00
040-002637	3688 HOMECOMER DR	\$ 792.00
040-002639	3691 HOMECOMER DR	\$ 1,039.50
040-002636	3692 HOMECOMER DR	\$ 971.00
040-002640	3695 HOMECOMER DR	\$ 448.50
040-002635	3696 HOMECOMER DR	\$ 932.50
040-002634	3700 HOMECOMER DR	\$ 982.74
040-002633	3704 HOMECOMER DR	\$ 1,152.50
040-002632	3708 HOMECOMER DR	\$ 528.00
040-002631	3709 HOMECOMER DR	\$ 525.50
040-002630	3717 HOMECOMER DR	\$ 1,185.50
040-002641	3718 HOMECOMER DR	\$ 3,341.50
040-002629	3725 HOMECOMER DR	\$ 928.76
040-002642	3732 HOMECOMER DR	\$ 899.50
040-002628	3733 HOMECOMER DR	\$ 1,014.26
040-002625	3767 HOMECOMER DR	\$ 1,522.13
040-002651	3768 HOMECOMER DR	\$ 1,993.70
040-002624	3775 HOMECOMER DR	\$ 1,555.90
040-002652	3776 HOMECOMER DR	\$ 1,435.45
040-002623	3783 HOMECOMER DR	\$ 1,671.20
040-002653	3790 HOMECOMER DR	\$ 4,470.57
040-002622	3791 HOMECOMER DR	\$ 1,364.90
040-002621	3799 HOMECOMER DR	\$ 3,288.88
040-002647	2859 LOUISE AVE	\$ 2,089.15
040-002646	2860 LOUISE AVE	\$ 2,917.70