GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

January 16, 2018 ***6:30 - Caucus*** ***7:00 – Reg. Meet.***

Presentations:

FINANCE: Mr. Davis

Ordinance C-64-17	Amend Section 194.06 of the Codified Ordinances titled Credit for Tax Paid to Other Municipalities. Second reading and public hearing.
Ordinance C-01-18	Appropriate $1,000,000.00 from the Capital Improvement Fund for the Current Expense of the Gantz Road Improvement Project. Second reading and public hearing.
Ordinance C-03-18	Authorize the City Administrator to enter into an Agreement with Thayer Power and Communication Line Construction Co., LLC for Maintenance of the City's Fiber Optic Network. First reading.
Ordinance C-04-18	Authorize City Administrator to enter into a Reimbursement Agreement with Grove City Town Center, Inc. First reading.

SAFETY: Ms. Houk

Ordinance C-05-18	Amend Section 351.07 of the Codified Ordinances titled Unattended Vehicle: Duty to Stop Engine, Remove Key, Set Brake and Turn Wheels. First reading

SERVICE: Mr. Berry

Resolution CR-01-18	Authorize the City's Consulting Engineer to Prepare Plans, Specifications and Cost Estimates for the Construction and Repair of Sidewalks on Sheldon Place, Thomas Avenue, Homecomer Drive, Dennis Lane, and Louise Ave.

LANDS: Mr. Schottke

Ordinance C-65-17	Approve the Rezoning of 6.584± acres located at 2384 Stringtown Road from C-2 to PUD-R with Zoning Text. Second reading and public hearing.
Ordinance C-02-18	Accept the Annexation of 1.065 acres located at 5070 Haughn Road. Second reading and public hearing.
Resolution CR-02-18	Grant an Exceptional Circumstance for property located at 4160 Broadway and making it eligible for the Town Center Commercial Revitalization Grant Program.
Resolution CR-03-18	Approve the Development Plan for Grove City Apartments located at 2384 Stringtown Road.
Resolution CR-04-18	Accept the Grove City 2050 Community Plan.

ON FILE: Minutes of: 1/02 Council Meetings; 1/02 – Planning Commission

Date:	11/28/17	No.:	C-64-17
Introduced By:	Mr. Davis	1st Reading:	12/04/17
Committee:	Finance	Public Notice:	12/07/17
Originated By:	Mr. Turner	2nd Reading:	12/18/17
Approved:	Mr. Boso	Passed: ____ Rejected:	
Emergency: ___ 30 Days:	XX	Codified: ___ Code No:	
Current Expense:		Passage Publication:	

Postponed to 1/16/18

ORDINANCE C-64-17

AN ORDINANCE TO AMEND SECTION 194.06 OF THE CODIFIED ORDINANCES OF THE CITY OF GROVE CITY TITLED CREDIT FOR TAX PAID TO OTHER MUNICIPALITIES

WHEREAS, the State of Ohio, 130th General Assembly, House Bill 5 effective 3/23/2015 and applicable to taxable years beginning on or after 1/1/2016, required municipalities to adopt new Income Tax regulations; and

WHEREAS, Council adopted a new Chapter 194 by passing Ord. C85-15 on 11/16/2015 to adhere to such requirements; and

WHEREAS, it is necessary to provide clarification to Section 194.06, as permitted by State Law.

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 194.06 is hereby amended, in part, as follows:

194.06 CREDIT FOR TAX PAID ~~TO OTHER MUNICIPALITIES~~.

(a) Every individual taxpayer domiciled in Grove City who is required to and does pay, or has acknowledged liability for, a municipal tax to another municipality on or measured by the same income, qualifying wages, commissions, net profits **of the resident** or other compensation taxable under this chapter may claim a nonrefundable credit upon satisfactory evidence of the tax paid to the other municipality. Subject to subsection (c), the credit shall not exceed the tax due Grove City under this chapter **on the resident's income earned in the other municipality.**

(c) If the amount of tax withheld or paid to the other municipality is less than the amount of tax required to be withheld or paid to the other municipality, then for purposes of subsection (a), "the income, qualifying wages, commissions, net profits **of the resident** or other compensation" subject to tax in the other municipality shall be limited to the amount computed by dividing the tax withheld or paid to the other municipality by the tax rate for that municipality.

(d) Every individual taxpayer domiciled in Grove City whose income subject to the tax imposed by this Chapter includes the resident's distributive share of the net profit of pass-through entities owned directly or indirectly by the resident, may claim a non-refundable credit upon satisfactory evidence of municipal tax paid by the pass-through entities to that municipality. The credit shall not exceed the lesser of:

(1) The tax due Grove City under this chapter on the aggregate distributive share of net profit of pass-through entities subject to tax in that municipality

reduced by any net operating loss attributable to the resident's ownership interest in a pass-through entity and generated in or allowed as a deduction against net profits generated in that municipality and further reduced by the aggregate net operating loss of the resident, if any, generated in or allowed as a deduction against net profits generated in that municipality.

(2) The resident's distributive share of the tax paid to that municipality by pass-through entities.

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

____
Roby Schottke, President of Council

Passed:
Effective:

____
Richard L. Stage, Mayor

Attest: ________________________________
Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form. ________________________________
Stephen J. Smith, Director of Law

Date:	12/27/18	No.:	C-01-18
Introduced By:		1st Reading:	01/02/18
Committee:	Finance	Public Notice:	01/05/18
Originated By:	Mr. Turner	2nd Reading:	01/16/18
Approved:	Mr. Boso	Passed: ____ Rejected:	
Emergency: ___ 30 Days: ____		Codified: ___ Code No:	
Current Expense:	XX	Passage Publication:	

ORDINANCE C-01-18

AN ORDINANCE TO APPROPRIATE $1,000,000.00 FROM THE CAPITAL IMPROVEMENT FUND FOR THE CURRENT EXPENSE OF THE GANTZ ROAD IMPROVEMENT PROJECT

WHEREAS, the City has applied for and received an award from the Ohio Public Works Commission for Gantz Road Improvements in the amount of $1,999,999.00 which includes a grant of $835,519.00 and an interest free loan of $1,164,480.00; and

WHEREAS, Ordinance C-43-16 appropriated $1,999,999 for the current expense of Gantz Road Improvements; and

WHEREAS, Ordinance C-66-17 reduced appropriations by $1,000,000.00 for the current expense of Gantz Road Improvements; and

WHEREAS, an additional appropriation of $1,000,000.00 is necessary to complete the Gantz Road Improvement Project.

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

SECTION 1. There is hereby appropriated $1,000,000.00 from the unappropriated monies of the Capital Improvement Fund to account number 305000.603146 for Current Expenses of Gantz Road Improvements.

SECTION 2. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

____
Roby Schottke, President of Council

Passed:

____
Richard L. Stage, Mayor

Effective:

Attest:

____
Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

____
Stephen J. Smith, Director of Law

I certify that there is money in the treasury, or is in the process of collection, to pay the within ordinance.

____
Michael A. Turner, Director of Finance

Date:	01/07/18	No.:	C-03-18
Introduced By:	Mr. Davis	First Reading:	01/16/18
Committee:	Finance	Public Notice:	01/18/18
Originated By:	Mr. Hurley	2nd Reading:	02/05/18
Approved:	Mr. Robin.	Passed: ____ Rejected:	
Emergency: ___	30 Days: X	Codified: ___ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE C-03-18

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A MULTI-YEAR AGREEMENT WITH THAYER POWER AND COMMUNICATION LINE CONSTRUCTION CO., LLC FOR MAINTENANCE OF THE CITY'S FIBER OPTIC NETWORK

WHEREAS, the City previously contracted with Thayer Power and Communication Line Construction Co., LLC for the construction of the City's fiber optic network that is comprised of 288 fiber optic strands; and

WHEREAS, construction of the Network is complete; and

WHEREAS, the City is currently using 36 strands to serve our public entity partners South-Western City Schools, Jackson Township, Prairie Township and Pleasant Township; and

WHEREAS, the Network requires both annual and emergency maintenance which is estimated to cost approximately $120,000 a year; and

WHEREAS, under the proposed agreement, Thayer would perform annual and emergency maintenance for the Network; and

WHEREAS, in lieu of payment for maintenance, Thayer will be given the ability to use 36 of the available stands; and

WHEREAS, for each of the stands that Thayer uses, the City will be paid a percentage of the revenue generated.

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

SECTION 1. City Council hereby authorizes the City Administrator to execute a multi-year Agreement with Thayer Power and Communication Line Construction Co., LLC upon the terms and conditions set forth in Exhibit A.

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

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

C-03-18
THAYER INDEFEASABLE RIGHT-TO-USE AGREEMENT

THIS INDEFEASABLE RIGHT-TO-USE AGREEMENT ("IRU Agreement") is made and entered into between The City of Grove City, an Ohio municipal corporation ("City" or "Owner"), having an office at 4035 Broadway Grove City, Ohio 43123, and Thayer Power and Communication Line Construction Co., LLC or subsidiaries ("Thayer"), having an office at 117 Cypress Street, Reynoldsburg, Ohio 43068, Owner and Thayer referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, the Owner has a optical fiber system (hereinafter referred to as the "Fiber System" and further defined in Section 1.1(b)) throughout the City of Grove City, Ohio;

WHEREAS, the Owner is willing to grant Thayer an Indefeasible Right to Use (hereinafter referred to as "IRU") in and to some fibers within the Fiber System to allow Thayer to market and lease the fibers to other commercial users;

WHEREAS, Thayer will obtain any and all permits or approvals required to engage in its intended purpose and for the use and occupancy of space in the rights of way and further agrees to adhere to any and all requirements of federal, state and local laws, rules or regulations;

WHEREAS, the Parties may in the future agree to enter into additional separate agreement(s) for additional and/or separate optical fiber uses which shall incorporate the covenants and agreements of this IRU Agreement and which shall also set forth the terms and provisions unique to each additional or different specific project;

NOW, THEREFORE, pursuant to the terms of any right of way occupancy requirement and/or Construction Permit for and in consideration of the mutual covenants and agreements set forth in this IRU Agreement, the Parties hereto do hereby agree as follows:

SECTION I. DEFINITIONS.

1.1. The following terms, whether in the singular or in the plural, when used in this IRU Agreement and initially capitalized, shall have the meanings specified:

(A) IRU Agreement: This Indefeasible Right-to-Use Agreement between the Owner and Thayer, which identifies the specific optical fiber strands and facilities to be provided to Thayer by Owner, and which set forth the terms and conditions for Thayer use of such optical fiber strands and facilities.

(B) Fiber System: The optical fiber strands, including Owner and Thayer Fibers, Cables, Conduits, Fibers, Inner ducts, Underlying Rights, associated equipment and housings, associated appurtenances, and capacity owned by the Owner and located throughout the rights of way of Grove City, Ohio (a map of which is attached hereto as Exhibit "A").

(C) Associated Property: With respect to the Fibers, the associated Cable, Conduit, and Inner duct, but does not include any electronic, optronic or optical equipment or Underlying Rights.

(D) Cable: The fiber optic cable and all the Fibers contained therein.

(E) City: City of Grove City, Ohio

(F) Conduit: A pipe, tube or compartmentalized structure which can contain one or more Inner ducts through which Cable may be placed.

(G) Costs: The actual reasonably incurred direct costs paid or payable by Owner, including (i) internal labor costs, including wages, salaries and benefits, and overhead allocable to such labor costs, and (ii) other direct costs and out-of-pocket expenses on a pass-through basis, (iii) plus an administrative fee of ten percent (10%).

(H) Dark Fibers: Individual Fibers within a Cable to which no electronics and/or optronics have been attached and which are not "lit" or activated.

(I) District: South-Western City School District

(J) Fibers: Any optical fibers contained in the Fiber System, including Dark Fibers.

(K) IRU: An exclusive and indefeasible right to use a specified portion of the Fibers, including the right to attach and operate optronics and electronics thereto.

(L) Pro-Rata Share: The shared costs or reimbursements calculated by multiplying total costs or reimbursements by the ratio between the number of Thayer Fibers to the total number of lit fibers in the affected Segment.

(M) SWACO: Solid Waste Authority of Central Ohio

(N) Township: Prairie Township, Pleasant Township and/or Jackson Township, Ohio

(O) Underlying Rights: Any agreement, conveyance, easement, license, IRU, franchise or permit to use, install, construct and maintain the Thayer Fibers.

(P) Thayer Fibers: The Dark Fibers to which Thayer has been granted an IRU by Owner under this IRU Agreement, within the facilities identified on Exhibit A.

SECTION II. GRANT.

2.1. The Owner hereby grants to Thayer, and Thayer agrees to accept from Owner, an IRU of the following Fiber System components. Owner warrants that it has all rights necessary to make such a grant to Thayer.

(A) 36 of the available strands of fiber optic cable in the Fiber System after accounting for the strands necessary to meet the needs of the other users on the Fiber System including but not limited to the City, District, SWACO, and Township. The exact route and fibers will be determined by the Owner and once determined the route and fibers will be described in Exhibit "B."

(B) A portion determined by Owner of the remaining available strands of fiber optic cable in the Fiber System after accounting for the strands necessary to meet the needs of the City, District, SWACO, and Township. The exact route and fibers will be determined by the Owner and once determined the route and fibers will be described in Exhibit "B."

(C) A portion determined by Owner of any available strands of fiber optic cable in the Fiber System that are added pursuant to Section 2.5. The exact route and fibers will be determined by the Owner and once determined the route and fibers will be described in Exhibit "C."

2.2. The IRU granted by Owner to Thayer does not convey ownership in, or any legal title to, or property interest in any real or personal property, including the Thayer Fibers, the Associated Property, the Underlying Rights or any part of the Fiber System. In addition, the IRU does not include the right of Thayer to modify or revise the System or Associated Property, or the right to encumber or use the System in any manner, except as expressly set forth in this IRU Agreement. Each Party shall have full and complete control and responsibility for determining any network and service configuration or designs, routing configurations, rearrangement or consolidation of channels or circuits and all related functions with regard to the use of that Party's Fibers. Thayer acknowledges and agrees that, unless the Parties agree otherwise in writing, Owner is not supply nor is Owner obligated to supply Thayer any optronics or electronics, which are the sole responsibility of Thayer, nor is Thayer responsible for performing any work other than as specified in this IRU Agreement. Thayer acknowledges and agrees that the IRU is subject to the Underlying Rights applicable thereto.

2.3. The IRU granted hereunder is subject to the right of Owner, without liability to Thayer or its customers, to relocate or modify the geographic routing of certain portions of the Thayer Fibers, to increase the fiber count capacity of any Cable or Conduit containing Thayer Fibers, and to replace or change the location of any fiber route, or component thereof (all such actions, "Relocation Work"), is Owner's sole discretion as to the scope, method and timing of any such Relocation Work; provided, however, that for any such Relocation Work, Owner shall (a) notify Thayer of such Relocation Work ninety (90) days, or such shorter period of time as is reasonably possible, prior to its commencement, (b) promptly restore and test any break in continuity of the Thayer Fibers resulting from such Relocation Work, and (c) bear the full costs of such Relocation Work and restoration of Thayer Fibers.

2.4. Notwithstanding Section 2.5, in the event that any Relocation Work is necessitated by the lawful requirements of governmental authorities or due to the need to replace facilities that are deteriorated or worn out, the Parties shall share on a Pro-Rata Share basis in the costs of such Relocation Work and restoration of the continuity of the Thayer Fibers.

2.5. Over-lash Fiber. Thayer may request Owner to over-lash additional cable to segments of the Fiber System ("Over-lash Fiber"). Owner shall not be required to permit installation of Over-lash Fiber until all of the available strands of fiber optic cable in the Fiber

System have been fully utilized. Owner shall have sole discretion to determine who shall install the Over-lash Fiber and who will be responsible for paying for the Over-lash Fiber.

(A) If Thayer pays for the installation of the Over-lash Fiber, then Thayer agrees to pay Owner Ten percent (10%) of any revenue Thayer receives from the sale of access or use of the Over-lash Fibers.

(B) If Owner pays for the installation of the Over-lash Fiber, then Thayer agrees to pay Owner Ninety percent (90%) of any revenue Thayer receives from the sale of access or use of the Over-lash Fibers.

SECTION III. TERM.

3.1. The Term shall commence upon execution of this IRU Agreement (hereinafter referred to as the "Commencement Date"), and shall expire twenty-five (25) years later (hereinafter referred to as the "Expiration Date"). This IRU may be extended upon mutual agreement of the Parties.

SECTION IV. CONSIDERATION.

4.1. As consideration for, as inducement to, and as a required condition of Owner granting Thayer the specific rights to use portions of the Fiber System (hereinafter referred to as the "Thayer System") as described herein, Thayer hereby agrees:

(A) That any failure of Thayer to satisfy the terms and conditions of this IRU Agreement shall be considered a material breach of this IRU Agreement and Owner may then terminate this IRU Agreement upon giving sixty (60) days written notice to Thayer.

(B) To pay Owner Ten percent (10%) of any revenue Thayer receives from the sale of access or use of the Fibers granted in Section 2.5(a).

(C) To pay Owner Ninety percent (90%) of any revenue Thayer receives from the sale of access or use of the Fibers granted in Section 2.5(b).

SECTION V. THAYER OBLIGATIONS.

5.1. Thayer shall:

(A) Provide and pay for lateral connectivity from necessary termination points of Thayer proprietary fiber and equipment to the necessary demarcation points of the Fiber System.

(B) Pay for any building or external network service connection and disconnection charges for each building service added or deleted before, during or after the initial establishment and cutover of a Thayer system fiber segment. Thayer shall be responsible for any and all costs associated with lateral connectivity to the Fiber System and shall pay for the costs of all splicing, distribution segment, service connections, head end equipment, and any ring or concentrator operations.

(C) If performing any splicing in the Fiber System, utilize the services of Owner's designated maintenance and repair contractor to perform the splicing.

(D) Pay all necessary costs if Thayer requires installation of a new distribution ring or concentrator in an already established Fiber System or Thayer system distribution segment, rearrangement of existing service connections, and rearrangement of a ring or concentrator operation.

(E) Pay any and all maintenance costs as may be required to be paid pursuant to the requirements of Sections 8.1 and 8.2 below.

(F) Pay any costs associated with disconnecting from the Fiber System, and shall ensure that the Thayer Fibers, including the strands of fiber and any associated appurtenances, are left in the condition that existed prior to Thayer connecting to the Fiber System. Thayer agrees that should the Owner determine, in the Owner's sole discretion, that upon disconnection Thayer has not left the Fiber System in the condition that existed prior to the Thayer connecting, the Owner shall restore and repair the Fiber System at the sole cost and expense of Thayer.

(G) To make quarterly payment to Owner of the percentage of revenue required by Section 2.5 or Section 4.1.

SECTION VI. JOINT OBLIGATIONS.

6.1. The Owner and Thayer jointly:

(A) Agree that upon final execution of this IRU Agreement the Parties shall agree upon an acceptance plan for Thayer's initial activation and the "go-live" of Thayer's Fiber.

(B) Shall provide each other a twenty-four (24) hours a day, three hundred sixty-five (365) days per year, coordination telephone number.

SECTION VII. MAINTENANCE.

7.1. All maintenance and repair functions on the entire Fiber System and all facilities through which the Fiber System passes, including, but not limited to, conduit, innerduct, poles, and equipment, as well as all Thayer owned and controlled opto-electronics, shall be performed by Thayer at the direction of the City. Thayer shall maintain the Fiber System in accordance with the technical specifications (hereinafter referred to as the "Specifications") attached hereto in Exhibit "D."

7.2. Regular Maintenance: Thayer may from time to time undertake and provide for regular maintenance activities ("Regular Maintenance") in an attempt to keep the Fiber System in good working order and repair so that it performs to a standard equal to that which is then commonly believed to be acceptable for systems of similar construction, location, use and type. Such Regular Maintenance shall be performed at Thayer's sole cost, and expense.

7.3. Scheduled Maintenance: Thayer from time to time may schedule and perform specific periodic maintenance to protect the integrity of the Fiber System and perform changes or modifications to the Fiber System and/or Thayer Fibers (including but not limited to fiber slicing, etc.) at the Owner's or Thayer's request ("Scheduled Maintenance"). Scheduled Maintenance shall be performed at Thayer's sole cost and expense.

7.4. Emergency Maintenance: Thayer shall undertake and provide for emergency maintenance and repair activities for the Fiber System ("Emergency Maintenance"). Where necessary, Thayer shall attempt to respond to any failure, interruption or impairment in the operation of the Fiber System within twenty-four (24) hours after receiving a report of any such failure, interruption or impairment. Thayer shall use its best efforts to perform maintenance and repair to correct any failure, interruption or impairment in the operation of the Fiber System when reported by Owner in accordance with the procedures set forth in this IRU Agreement. Thayer shall be responsible for the costs and expenses associated with such Emergency Maintenance, although Owner shall assist Thayer in seeking recovery for the cost of Emergency Maintenance from third parties that may be legally responsible for causing the need for such Emergency Maintenance. Thayer shall have such Emergency Maintenance performed on a time-and-materials basis at the emergency maintenance rates then in effect at the time services are performed.

7.5. In the event Thayer, at any time during the Term of this IRU Agreement, discontinues maintenance and/or repair of the Fiber System, Owner, or any party acting in Owner's behalf, shall have the right, but not the obligation, to thereafter provide for any maintenance and repair of the Fiber System, at Thayer's sole cost and expense. Any such discontinuance by Thayer shall be upon not less than six (6) months prior written notice to Owner. As an alternate remedy, Owner may elect to terminate this IRU Agreement.

7.6. In the event any failure, interruption or impairment adversely affects both the Owner's Fiber System and Thayer's Fiber, restoration of Thayer's Fiber shall at all times be subordinate to restoration of the Owner's Fiber System with special priority for Owner's public safety and municipal infrastructure functions carried over the Fiber System, unless otherwise agreed to in advance by the parties hereto.

7.7. Any Thayer subcontractors or employees who undertake repair or maintenance work on the Fiber System shall first be approved by the Owner. Prior to Thayer undertaking Emergency Maintenance or entering an Owner's facility for repair, Thayer shall first notify the Owner of the contemplated action and receive the Owner's concurrence decision, a decision that the Owner shall provide to Thayer no later than twelve (12) hours from Thayer's notification to Owner of contemplated action.

SECTION VIII. USE OF THE THAYER FIBERS.

8.1. Thayer shall have exclusive control over its provision of research, telecommunications, video, data, and/or information services.

8.2. Thayer hereby certifies that it is authorized or shall be authorized, where required, on the effective date of this IRU Agreement, to provide telecommunications, video, data, and/or information services within the State of Ohio, City of Grove City, Ohio and in such other jurisdictions as the Thayer Fibers may exist, and that such services can be provided on the Fiber optic cable systems such as the Fiber System owned and operated by the Owner.

8.3. Thayer understands and acknowledges that its use of the Fiber System and Thayer Fibers are subject to all applicable local, state and federal laws, rules and regulations, as enacted, either currently or in the future, in the jurisdictions in which the Fiber System is located. Thayer represents and warrants to Owner that Thayer, at its sole cost and expense, shall use the Thayer Fibers and the IRU subject to, and in accordance with, all laws, rules and regulations and shall secure all permits, approvals, and authorizations from all such jurisdictional entities as may be necessary.

8.4. Thayer and its customers shall not interfere, or cause or permit the use of Thayer Fibers to interfere, with the use or operation of the Fiber System by Owner, District, SWACO, and/or Township.

8.5. Thayer shall provide Owner with written notice at least five (5) business days prior to entering any manhole or performing any work on any of its electronic or optronics equipment. Owner shall have the sole discretion to approve any contractor which Thayer intends to use to perform work on Thayer's equipment. Owner shall have the right to supervise any such work and to require the work be performed to its commercially reasonable satisfaction.

SECTION IX. UNDERLYING RIGHTS.

9.1. Owner has obtained the Underlying Rights needed for installation and maintenance of the Thayer Fibers. Upon the expiration or other termination of an Underlying Right, Owner shall use commercially reasonable efforts to obtain an extension or replacement of the Underlying Right or an alternate right-of-way. Owner shall pay all costs of obtaining an extension or replacement or ultimate right-of-way, including any cost of connecting the relocated Dark Fibers within the System.

9.2. Thayer shall be responsible for paying all fees or charges required by American Electric Power for the commercial use of the conduits and pole attachments owned by American Electric Power.

9.3. On Thayer's written request, Owner shall make available for inspection by Thayer, at Owner's offices during normal business hours, copies of all Underlying Rights, to the extent that their terms or other legal restrictions permit disclosure. Owner may redact confidential or proprietary business terms.

9.4. Throughout the Term, Owner shall use commercially reasonable efforts to comply with the terms and conditions of the Underlying Rights and to keep the Underlying Rights in full force and effect. Neither Owner nor Thayer shall take any action, or fail to take a required action, that would constitute a breach of an Underlying Right.

9.5. In the event that Owner is unable to obtain an extension or replacement of or an alternate to an Underlying Right and is forced to remove all or a portion of the Cable containing Thayer Fibers, Thayer's IRU in that Cable shall terminate without liability to Owner.

SECTION X. INDEMNIFICATION AND INSURANCE.

10.1. Thayer undertakes and agrees to protect, indemnify, defend, and hold harmless the Owner and all of its elected officials, officers and employees, agents and volunteers from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines, penalties, costs, attorneys fees and costs, expenses or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including Thayer's employees and agents, or damage or destruction to any property of either party hereto, or third persons in any manner arising by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this IRU Agreement, or use of the Fiber System on the part of the Thayer, or the Thayer's officers, agents, employees, or subcontractors, except for the active negligence or willful misconduct of the Owner, and its elected officials, officers, employees, agents and volunteers. Thayer's indemnity requirements for its conduct herein shall also specifically include all claims of intellectual property, copyright or trademark infringement, or any other breach of this IRU Agreement made by third parties against Owner.

10.2. During the Term of this IRU Agreement, unless otherwise agreed to in writing by the authorized representatives, Thayer shall at its own expense, maintain in effect, insurance coverage with limits not less than those set forth herein from a responsible insurance company with a "Best" rating of A or better.

10.3. Thayer shall furnish the Owner's authorized representative within thirty (30) days after the Commencement Date of the IRU Agreement with insurance endorsements acceptable to Owner's City Attorney. The endorsements shall be evidence that the policies providing coverage and limits of insurance are in full force and effect. Such insurance shall be maintained by the Thayer at the Thayer's sole cost and expense.

10.4. Thayer endorsements shall name the Owner and all of its elected officials, officers and employees, agents and volunteers as additional insureds. The endorsements shall also contain a provision that the policy cannot be canceled or reduced in coverage or amount without first giving thirty (30) calendar days' written notice thereof by registered mail to the Owner at the following address:

City of Grove City
4035 Broadway
Grove City, OH 43123

10.5. Such insurance shall not limit or qualify the obligations the Thayer assumed under the IRU Agreement. The Owner shall not by reason of its inclusion under these policies incur liability to the insurance carrier for payment of the premium for these policies.

10.6. Any insurance or other liability protection carried or possessed by the Owner, which may be applicable, shall be deemed to be excess insurance and the Thayer's insurance is primary for all purposes despite any conflicting provision in the Thayer's policies to the contrary.

10.7. Thayer shall be responsible for all Thayer contractors' or subcontractors' compliance with the insurance requirements.

10.8. Failure of the Thayer to maintain such insurance, or to provide such endorsements to the Owner when due, shall be an event of default under the provisions of this IRU Agreement.

10.9. Thayer shall obtain and maintain Commercial General Liability Insurance, including the following coverages: Product liability hazard of Thayer's premises/operations (including explosion, collapse and underground coverages); independent contractors; products and completed operations (extending for one (1) year after the termination of this IRU Agreement); blanket contractual liability (covering the liability assumed in this IRU Agreement); personal injury (including death); and broad form property damage. Such coverage shall provide coverage for total limits actually arranged by Thayer but not less than Two Million Dollars and No Cents (US$2,000,000.00) combined single limit. Should the policy have an aggregate limit, such aggregate limits should not be less than double the combined single limit and be specific for this IRU Agreement. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the required limits. Evidence of such coverage shall be in a form acceptable to the Owner's Director of Law.

10.10. Thayer shall provide Workers' Compensation insurance covering all of the Thayer's employees in accordance with the laws of the state of Ohio.

10.11. Thayer may use an Umbrella or Excess Liability coverage to net coverage limits specified in the IRU Agreement. Evidence of Excess Liability shall be in a form acceptable to Owner's City Attorney.

10.12. The foregoing insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Thayer under this IRU Agreement.

SECTION XI. DEFAULT.

11.1. A Party is in default of this IRU Agreement if the Party fails to perform any material obligation under the terms of this IRU Agreement (including any payment obligations), or takes any action that is expressly prohibited under the terms of this IRU Agreement, or breaches any material warranty, representation or other material covenant made herein by such Party, and such failure to perform, prohibited action or breach continues un-remedied for a period of thirty (30) days (ten (10) days in the case of non-payment) following written notice from the other Party (the "Cure Period"); provided, however, that no Cure Period is required for a Party's failure to perform, prohibited action or breach that is not susceptible to cure within the Cure Period, unless the non-defaulting Party agrees in writing to extend the Cure Period, and the defaulting Party diligently pursues corrective actions to cure the default during such extension.

11.2. In the event of a Party's default, the non-defaulting Party may, at its option, terminate this IRU Agreement and/or the IRU, as the case may be, by written notice upon the expiration of the Cure Period (or during any extension thereof if the defaulting Party fails to diligently pursue corrective actions) or, if no Cure Period is required, upon written notice. In addition, the non-defaulting Party shall have the right to pursue any and all rights it may have against the defaulting Party now or hereafter under law, subject to the express limitations contained in this IRU Agreement, including without limitation, the right to seek injunctive relief to prevent the defaulting Party from continuing any actions prohibited under this IRU Agreement.

11.3. Termination of this IRU Agreement or any IRU hereunder due to a Party's default does not relieve the defaulting Party, and shall not be construed as a waiver by the non-defaulting Party, of any payment obligations of the defaulting Party due or owing under this IRU Agreement or such IRU.

11.4. Notwithstanding anything to the contrary in this IRU Agreement, Owner may, without liability, suspend the IRU and terminate Thayer's right to use the associated Thayer Fibers for a period not exceeding the Cure Period or extension thereof upon written notice in the event that Owner reasonably determines that Thayer's default is materially and adversely affecting the Fiber System.

11.5. If Thayer should file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal or state bankruptcy law or under any similar federal or state law, or should be adjudicated bankrupt or insolvent, or should make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or if any involuntary petition proposing the adjudication of Thayer, as a bankrupt or its reorganization under any present or future federal or state bankruptcy law or any similar federal or state law should be filed in any court and such petition shall not be discharged or denied within ninety (90) days after the filing thereof, or if a receiver, trustee or liquidator of all or substantially all of the assets of Thayer shall be appointed then the Owner may, at its sole option, immediately terminate this IRU Agreement.

11.6. Except for Thayer's payment obligations, neither Party shall be liable to the other for any failure of performance under this IRU Agreement due to causes beyond its control (except for the fulfillment of payment obligations as set forth herein), including, but not limited to: acts of God, fire, flood, earthquake or other catastrophes; adverse weather conditions; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefor; lack of transportation; national emergencies; insurrections; riots, wars; or strikes, lockouts, work stoppages or other labor difficulties (collectively, "Force Majeure Events"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party (unless the condition is so well known to the public that the Party claiming excuse reasonably believes that the other Party has knowledge of the condition), stating the nature of the Force Majeure Event and any action being taken to avoid or minimize its effect. A Party whose performance is impacted by a Force Majeure Event shall use commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance.

SECTION XII. MISCELLANEOUS

12.1. Assignment. This IRU Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assigns. Thayer shall not assign, sublease, or license any rights or obligations hereunder without the prior written consent of the Owner.

12.2. Waiver of Terms or Consent to Breach. No term or provision of this IRU Agreement shall be waived and no breach excused, unless such waiver or consent shall be in writing and signed by a duly authorized officer of the Party claimed to have waived or consented to such breach. Any consent by either Party to, or waiver of, a breach by the other Party shall not constitute a waiver of or consent to any subsequent or different breach of this IRU Agreement by the other Party, such failure to enforce shall not be considered a consent to or a waiver of said breach or any subsequent breach for any purpose whatsoever.

12.3. Relationship of Parties. The relationship between Thayer and the Owner shall not be that of partners or agents for one another and nothing contained in this IRU Agreement shall be deemed to constitute a partnership, joint venture or agency agreement between the Parties hereto.

12.4. No Third-Party Beneficiaries. This IRU Agreement shall be for the sole benefit of the Parties hereto and their respective permitted successors and assigns, and except for those provisions expressly referring to the District, or Township and for the requirements of Section 11 herein, shall not be construed as granting rights to any person or entity other than the Parties or imposing on either Party obligation to any person or entity other than a Party.

12.5. Notices. Any written notice under this IRU Agreement shall be deemed properly given if sent by registered or certified mail, postage prepaid, or by nationally recognized overnight delivery service or by facsimile to the address specified below, unless otherwise provided for in this IRU Agreement:

If to City to:	If to Thayer to:
City of Grove City Attn: Charles W. Boso, Jr. City Administrator 4035 Broadway Grove City, Ohio 43123	Tim Luden CEO____________ Thayer Power & Communication Line Construction Co., LLC 117 Cypress Street, Reynoldsburg, OH 43068
With a Copy to:	With a Copy to:
Stephen J. Smith, Law Director 10 West Broad Street, Suite 2300 Columbus, Ohio 43215	______________ ______________ ______________ ______________

Either Party may, by written notice to the other Party, change the name or address of the person to receive notices pursuant to this IRU Agreement.

12.6. Severability. In the event any term, covenant or condition of this IRU Agreement, or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this IRU Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms, covenants and conditions of this IRU Agreement.

12.7. Compliance with Law. Each Party hereto agrees that it shall perform its respective rights and obligations hereunder in accordance with all applicable laws, rules and regulations.

12.8. Governing Law and Venue. This IRU Agreement shall be interpreted in accordance with the Charter and Codified Ordinances of the City, the laws of the State of Ohio, and all applicable federal laws, rules and regulations as if this IRU Agreement were executed and performed wholly within the State of Ohio. No conflict of law provisions shall be invoked so as to use the laws of any other jurisdiction. The exclusive venue for all cases or disputes related to or arising out of this IRU Agreement shall be the state and federal courts in Franklin County, Ohio.

12.9. Headings and References. All references in this IRU Agreement to Exhibits and Sections refer to the corresponding Exhibits and Sections of or to this IRU Agreement, unless expressly provided otherwise. Headings are for convenience only, and do not constitute any part of this IRU Agreement, and shall be disregarded in construing the language hereof. Exhibits to this IRU Agreement are attached hereto and by this reference incorporated herein for all purposes. The words "this IRU Agreement," "herein," "hereby," "hereunder," and "hereof," and words of similar import, refer to this IRU Agreement as a whole and not to any particular subdivision unless expressly so limited. Words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires.

12.10. Entire Agreement. This IRU Agreement, including any Exhibit attached hereto, all constitute the entire agreement between the parties with respect to the subject matter. This IRU Agreement cannot be modified except in writing signed by both parties.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

The Parties acknowledge and accept the terms and conditions of this IRU Agreement as evidenced by the following signatures of their duly authorized representatives. The effective date of this IRU Agreement is the date that the final signatory executes this IRU Agreement.

THAYER:
Thayer Power and Communication
Line Construction Co., LLC

By:______________________________________
Signature Date

____
Printed Name and Title

OWNER:
Grove City, Ohio, an Ohio municipal corporation.

By:______________________________________
Charles W. Boso, Jr. Date
City Administrator

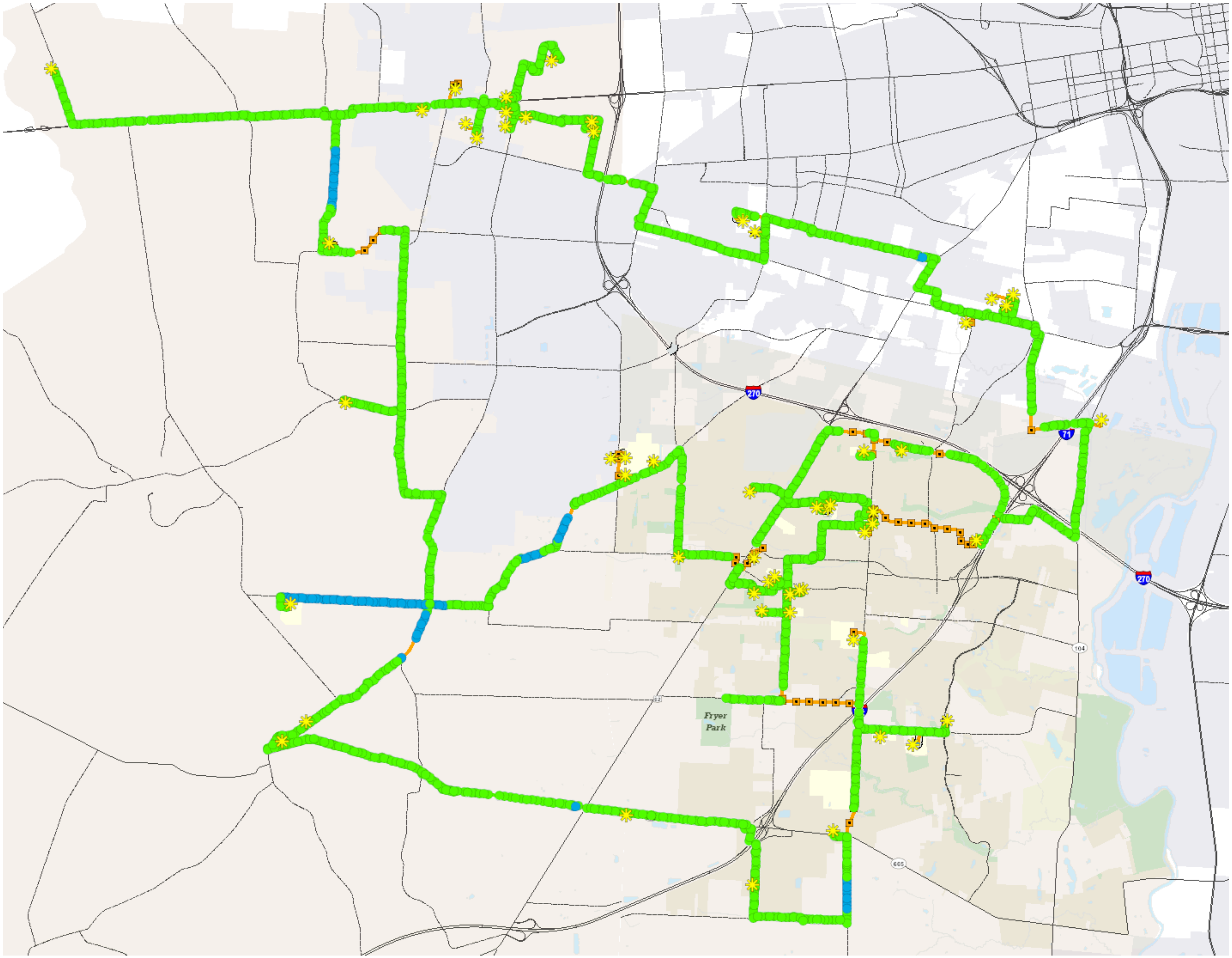
Approved as to Form:

____
Stephen J. Smith, City Attorney

Exhibit A

Fiber Route

Exhibit A



EXAMPLE

Exhibit B

FIBER SYSTEM SPECIFICATIONS

I. General

The Owner shall install and maintain the User System within the Owner's Fiber System in accordance with the criteria and specifications that follows:

II. Design Criteria

The Owner shall endeavor to keep the number of splices in a span to a minimum.

III. Optical Fiber Specifications

The Owner shall meet the optical specifications as detailed below for the cable installed:

A. Single Mode Fiber

Parameter	Specifications	Units
Maximum attenuation, 1310/1550	.35/.25	dB/Km
Cladding diameter	125.0	um
Cutoff wavelength	1150-1330	nm
Zero dispersion wavelength	1300-1320	nm
Maximum dispersion (2.6 – 6.0)	.05	ps/ (nm-km)

Standard Construction & Fiber Specifications
As-Built Drawing Specifications

1. **Fiber Specifications:**

1.1. Fiber Type varies and is dependent upon route, as generally shown in Exhibit A.

2. **Maximum Splice losses (measured on an individual basis, not averaged)**

2.1. The maximum splice loss for any individual splice measured "bi-directional" shall not exceed 0.40 db.
2.2. The maximum splice loss for any individual transition splice (standard single mode fiber spliced to a non zero dispersion shifted fiber) measured " bi-directional" shall not exceed 0.50 db.
2.3. The maximum loss for "through" office loss including connectors and jumpers shall not exceed 1db.

3. **Average splice loss**

3.1. The average splice loss shall not exceed 0.15 db. (used for total Span loss calculation only)

4. **Cable Requirements**

4.1. 0.3 dB/Km attenuation at 1550nm.
4.2. 0.4 dB/Km attenuation at 1310nm.

5. **Optical Return Loss (ORL)**

5.1. Upon span testing of the fiber, each span should have an acceptable Optical Return Loss. The acceptable reflectance on a span using Ultra Physical Connectors (UPC) connectors is -50 dB or better. The best low-reflectance connector is the Angle Physical Connector (APC). APC connectors should have a reflectance of -65 dB or better.

6. **Drawings**

6.1. Detailed As-Built drawings will be supplied within 45 calendar days after the execution of this contract if dark fiber route is currently constructed or if currently under construction, within 45 days of dark fiber route construction completion. As-Built provided to the User by the Owner will contain the following information presented in the format described below.

7. **Route Description**

7.1. The As-Built will contain a geographical depiction of the Segment containing the Customer Strands, provided in the form of a GIS standards-based soft-copy map. The depiction will identify each POP.

8. Fiber Level Details

8.1. The As-Built will provide details on fiber assignment numbers within the cable between each POP and the next contiguous POP, fiber distribution bay, individual fiber assignments, Fiber Owner circuit IDs to aid in identifying Segments within the cable system and buffer tube and fiber pair if available.

9. Mileage

9.1. Mileage will be the fiber distances via OTDR traces between a POP and the next contiguous POP, or Point-to-Point.

10. Site Names

10.1. POPs will be identified using the Fiber Owner's names for such sites, whether or not the Customer uses the same names.

EXAMPLE
Exhibit C

MAINTENANCE AND REPAIR

Charges for Time and Material Service
The Owner or Owner's agent may perform maintenance service at the rates established below, which rates are subject to change. Unless specifically authorized by the User, no Scheduled Maintenance shall be performed outside of normal working hours, detailed below:

Normal Working Hours:
8:00 a.m. to 5:00 p.m.,
Monday through Friday
(Except Owner observed holiday).

Overtime Hours:
5:01 p.m. to 7:59 a.m., Saturday, Sunday,
and all Owner observed holidays.

Labor Rates	New Hourly Rate		New OT Rate	
Project Manager	$	102.52	$	158.71
Professional Engineer	$	88.86	$	137.$\boxed{55}$
Right of Way Agent	$	66.30	$	102.63
Supervisor	$	65.20	$	100.93
Foreman	$	50.44	$	78.08
Operator	$	42.99	$	66.54
Truck Driver	$	35.54	$	55.02
Laborer	$	29.67	$	45.93
RCDD	$	125.00	$	-

Equipment Rates	New Hourly Rate	
Pick Up	$	16.89
1-Ton	$	18.24
2-ton	$	20.95
Trailer	$	9.46
Rubber Tire Hoe	$	32.43
Rodder	$	29.39
Winch Truck	$	29.39
A/C	$	15.54
Light Plant	$	20.81
Arrow Board	$	12.16
2" water pump	$	6.76
Generator	$	6.76
Cable Cart	$	9.46
MH Package	$	19.60

Locating Crew Rate		
Foreman	$	50.44
Truck	$	16.89
Total	$	67.32

Maintenance, Repair and Restoration Services

1. Thayer shall provide Owner with an updated contact/escalation list to aid in trouble reporting and resolution as Exhibit B-1 and will provide updates as necessary to ensure that Owner has the most up to date contact information.
2. Thayer shall notify Owner of any scheduled service-affecting work on each fiber route at least 48 hours in advance.
3. Thayer shall have the responsibility to maintain and repair all Fibers, Cable, Conduit and Associated Property, including, without limitation, User Fibers during the Term of this IRU Agreement. Thayer shall maintain and repair, or cause to be maintained and repaired, such items in a good operating condition and pursuant to the Specifications and all applicable manufacturer's specification, industry standards, building, construction and safety codes, as well as any and all other material, applicable governmental laws, statutes, rules, regulations, codes and ordinances.
4. User shall not, by itself or through any agent or contractor, make any repair, replacement, alteration or modification to User Fibers, or any portion of the System or any other equipment or facilities provided by Owner in relation to the User Fibers, nor shall User install any equipment or facilities to be used with the User Fibers or use the User Fibers in any manner which damages or interferes with the System.
5. Owner shall have the right to inspect User Fibers and User's use of the Cable during normal business hours upon twenty-four (24) hour notice to User or immediately in the event of any emergency situations. The right to inspect shall include the right of access to any property owned, leased or otherwise controlled by User.
6. Upon notification of a possible damaged Fiber, Thayer will dispatch technicians to the site to locate the damage. Thayer shall use commercially reasonable efforts to commence this process within two (2) hours of notice of the damage. The technicians shall promptly assess the information provided by the local contact and conduct a visual inspection of the Fiber to determine to what extent the Fiber may be structurally damaged. If no damage is apparent visually, the technician will proceed to the nearest location that allows him to perform an OTDR test. The technician will then calculate where the damaged Fiber is located along the segment and again visually inspect that length of Cable. All permanent restorations will be made at off peak use time with coordination of all companies leasing Fibers in that particular fiber route. Thayer will supervise all restoration efforts to ensure timeliness and quality of repair.
7. During the Term of this IRU Agreement, Owner will receive from User an annual maintenance, and standard pole transfers free of charge. Restoration, emergency call out, and planned fiber builds by the Owner will be billed according to the schedule below unless otherwise agreed terms outside of this IRU Agreement.
8. Thayer shall perform the following Quarterly Drive-out Maintenance services:

   Once per quarter, 100 percent of the fiber plant will be driven out and visually inspected for issues, potential hazards, broken lashing wire, pending pole transfers, and general right-of-way conditions that may threaten continuous operation.

   Quarterly Drive out Maintenance to include;

1) General repair of lashing wire
2) Completion of standard pole transfers (does not include service interrupting transfers)
3) Identification of any visible hazards, road projects, and other situations that may affect the fiber plant

Quarterly Dive out and detailed inspection of the fiber route based on the final agreement is proposed to be free of charged annually. Detailed report with recommendations for corrective actions for issues found during inspection and beyond basic maintenance and standard pole transfers would be provided to the city and submitted for city approval. Rates for repairs are \$320 per hour for regular time, \$440 per hour for overtime, and \$600 per hour for Holiday time. Splicer rates are \$100, \$140, and \$200 per hour respectively. On call services are proposed at previous mentioned rates per hour based on general SLA terms of 3-hour response, 5-hour temporary repair status. Permanent repairs would be coordinated with the city based on the conditions of the outage. Hourly rates for call out as listed above would apply. Terms may be adjusted based on the final SLA.

0127090.0607160 4821-4664-3003v1

Date: 01/07/18	No.: C-04-18
Introduced By: Mr. Davis	1st Reading: 01/16/18
Committee: Finance	Public Notice: 01/18/18
Originated By: Mr. Smith	2nd Reading: 02/05/18
Approved: Mr. Davis	Passed:____ Rejected:
Emergency:___ 30 Days: X	Codified:___ Code No:
Current Expense:________	Passage Publication:

ORDINANCE C-04-18

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH GROVE CITY TOWN CENTER INC.

WHEREAS, the Grove City Historic Town Center is vital to the success of our community, and the City of Grove City wants to maintain the Town Center as part of the quality of life for the residents of the City; and

WHEREAS, for the last several years, the City has funded, on a reimbursement basis, Grove City Town Center Inc. marketing and development efforts; and

WHEREAS, Grove City Town Center Inc. is a member in good standing with Heritage Ohio and is a 501(c)6 nonprofit organization registered as such with the Ohio Secretary of State; and

WHEREAS, Grove City Town Center Inc. is marketing the Town Center to both internal and external audiences; and

WHEREAS, because the Agreement exceeds twelve (12) months, it must be approved by Ordinance.

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

SECTION 1. City Council hereby authorizes the City Administrator to execute a multi-year Agreement with Grove City Town Center Inc. upon the terms and conditions set forth in Exhibit A.

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

____
Steven R. Robinette, President of Council

Passed:

____
Richard L. Stage, Mayor

Effective:

Attest:

____
Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

____
Stephen J. Smith, Director of Law

C-04-18

Exhibit A

Reimbursement Agreement Between
The Grove City Town Center Inc. and the City of Grove City

This Agreement is made this the 1st day of January, 2018, by and between the City of Grove City, Ohio ("City") and the Grove City Town Center Inc. ("GCTC"). The purpose of this agreement is to financially aid with the continuation of the Grove City Town Center Inc, a 501(c)6 nonprofit organization registered as such with the Ohio Secretary of State.

Scope of Services: To lead and stimulate economic development and marketing the Town Center to internal and external audiences in accordance with the purpose set forth in the current By-Laws of GCTC attached hereto as Exhibit A.

Term: The term of this Agreement will be Three (3) years.

Reimbursement and Method of Payment: Subject to the terms of this Agreement, the City agrees to reimburse GCTC up to the following amount during the term of this Agreement:

Year	Reimbursement Maximum
2018	$75,000
2019	$70,000
2020	$65,000

The annual maximum amount is only to be used for expenditures incurred during that year and may not be rolled over to subsequent years.

Payments shall be made to GCTC upon a written reimbursement request for eligible expenditures. An eligible expenditure shall be limited to budget items included in the proposed budget submitted as part of this Agreement and attached hereto as Exhibit B. Any reimbursement request shall include receipts and reports to the City detailing all expenditures for which reimbursement is requested. The City shall review the request for conformance with the proposed budget and issue payment to the GCTC within 10 days of receipt. Expenditures for alcohol, entertainment, clothing, or gifts shall not be eligible for reimbursement. Except as provided herein, expenditures incurred before the execution of this Agreement shall not be eligible for reimbursement.

Reporting: By February 28th and September 30th, GCTC shall provide a written update on the progress of the GCTC to the City. This report shall include a statement of goals and objectives and the evaluation criteria by which such goals and objectives are measured. Audited financial statements completed by Certified Public Accountant and tax filings, including IRS Form 990, shall be provided, by June 15 each year, listing receipts and expenditures identified by each program activity.

In the event that the reports and audited financial statements are not provided by June 15 of each year of the term, the reimbursements from the City shall be suspended until such time that the City receives the documents required herein.

Other Requirements:

- The GCTC will continue to be a member in good standing with Heritage Ohio.
- GCTC shall, if requested, attend any Grove City Council budget or related hearings.
- All meetings of the GCTC Board shall be open to the public unless an exception exists under the Ohio Open Meetings Act (O.R.C. §121.22).
- Prior to execution of this agreement, GCTC shall:

  - Provide the City with the current By-Laws which shall be attached as Exhibit A; and
  - Provide the City with a proposed budget which shall be attached as Exhibit B; and
  - Provide the City with a GCTC board resolution indicating acceptance of the grant and naming an individual responsible for the grant administration which shall be attached as Exhibit C; and
  - Provide the City with the minutes of the meeting in which the aforementioned resolution was adopted which shall be attached as Exhibit D; and
  - Update City Council on the progress under the prior agreement and goals going forward under this Agreement.

- The funds made available by the City, on a reimbursement basis, are intended to supplement the fundraising efforts of GCTC. During the term of this Agreement, GCTC will continue to pursue additional revenue sources.

- This Agreement supersedes and replaces any prior agreements between the Parties.

- This Agreement is contingent upon the funds required herein to be appropriated by Grove City Council.

(Rest of Page Left Intentionally Blank, Signature Page to Follow)

IN WITNESS WHEREOF the parties have executed this Agreement as of the ____day of __________________, 2018

.

City of Grove City

BY: ___________________________

Charles W. Boso, Jr.
City Administrator

Grove City Town Center Inc.

BY: ___________________________

Dave Crosby
President

Approved as to Form:

____

Stephen J. Smith
Law Director

CERTIFICATION OF FUNDS

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

____

Michael Turner
Director of Finance

____

Date

Exhibit A
By-Laws

C-04-18
Exhibit "A"
of agreement

BYLAWS

of

Grove City Town Center, Inc.

3378 Park Street, Suite C, Grove City, OH
43123

ARTICLE I Name and Principal Office

1. The name of the organization shall be Grove City Town Center, Inc. (the "Organization").

2. The principal office shall be at 3378 Park St., Suite C, Grove City, OH 43123, or as otherwise determined by the Board of Trustees (the "Board").

3. "Town Center" means the area bounded by Haughn Road to the east, the railroad tracks to the west, Southwest Boulevard to the north, and Casa Boulevard to the south.

ARTICLE II Primary Responsibilities

The purpose of the Organization is to: (a) stimulate economic development in the Town Center; (b) develop leadership in the business community; (c) promote the Town Center as an exciting place to live, shop, and invest; (d) encourage improvements to and new development in the Town Center; (e) utilize funding resources to effectively market the Town Center; and (f) strengthen the overall community by building relationships throughout the City of Grove City (the "City").

ARTICLE III Membership

1. Any business, organization, or individual interested in supporting the Town Center can become a member of the Organization by completing the Organization's application form, and paying dues at the rate(s) and in the form(s) established by the Board in its business judgment.

2. Each Member is entitled to one vote on any business brought before Members by the Board.

3. Membership dues are nonrefundable.

ARTICLE IV Annual Membership Meeting

1. A meeting of the Members shall occur annually in January, weather permitting, or at date and time as determined by the Board.

2. The purpose of the annual meeting is to: (a) elect Trustees; (b) fill Board vacancies; (c) vote on Trustee's appointed during the previous year to fill an unexpired term; (d) present a financial report of the Organization; (e) consider business introduced by the Board; and (f) consider other business introduced by Members.

3. A quorum is required for the annual meeting. The voting Members present at the annual meeting, in person or by proxy, shall constitute a quorum for the meeting.

4. A majority vote shall decide any question brought before the Organization's Members. Members and Trustees shall have one vote.

5. The Organization shall provide Members notice of the annual meeting. Notices shall:

   a) be provided not less than 15 days prior to the annual meeting;

   b) state the date, time, and place of the annual meeting; and

   c) be delivered first class U.S. mail or by electronic mail. Notices shall be deemed delivered by mail or electronic mail when sent to the physical address, e-mail address, or both, provided by the Member.

6. At the annual meeting, officers shall report to the Members on the Organization's activities during the previous year and plans for the following year, including, without limitation, the Organization's budget. Copies of any written report or summary prepared by the officers will be made available to Members upon request.

7. The Board shall preside over the annual meeting; the Organization's current president will serve as chairperson.

8. Members are permitted to vote by proxy as follows:

   a) If a Member is unable to attend the annual meeting, the Member may request to vote by proxy.

   b) The Organization may provide the requesting Member a proxy form, but any typed or handwritten statement signed by the Member that unequivocally identifies the Member's vote(s) is acceptable.

   c) The proxy form or statement must be delivered to the Organization's office at least five (5) business days prior to the scheduled annual meeting.

   d) The Board will authenticate the Member's proxy form or statement.

   e) The Secretary will enter all authenticated proxy votes into the record.

9. Interested parties not directly affiliated with the Organization may be given notice of the annual meeting by a Member or the Board.

10. Robert's Rules of Order Newly Revised shall govern parliamentary procedure of the Organization.

ARTICLE V Membership Meetings

1. A general meeting of the Members other than the annual meeting is not required during the year but can be called at any time by: (a) the President; (b) a majority of the Board; or (c) by written petition signed by at least 10 members in good standing.

2. A general meeting of the Members shall be:

   a) presided over by the Board, chaired by the President; and

   b) held at a date and time as determined by the Board, after all Members have been issued notice as set forth in Article IV.5 of these Bylaws.

3. A quorum is not required, but if the meeting is called by written petition, all Members who signed the written petition must be present, in person or by proxy, or the meeting will be adjourned by the President without action.

ARTICLE VI Board of Trustees

1. The Organization shall be governed by a Board elected by the Members. The Board shall consist of an odd number of at least seven (7) members, and not more than nine (9) members.

2. Trustees shall serve without pay or other compensation. Provided, however, that Trustees may be reimbursed for out-of-pocket expenses incurred in the performance of tasks or duties on behalf of the Organization that are submitted to the Treasurer and approved by the Board.

3. The business and affairs of the Organization shall be conducted by the Board, and all powers of the Organization, except as otherwise provided by these Bylaws or by law, shall be vested in the Board. Trustees shall perform their duties in good faith, in a manner reasonably believed to be in the best interests of the Organizations, and with the care that an ordinarily prudent person in a like position would use under similar circumstances.

4. In performing duties, a Trustee is entitled to rely on information, opinions, reports, or statements, including financial statements or other financial data, prepared or presented by:

   a) one or more Trustees, Officers, or employees of the Organization whom the Trustee reasonably believes are reliable and competent in the matters prepared or presented;

   b) counsel, public accountants or other persons as to matters that the Trustee reasonably believes are within the person's professional or expert competency;

   c) A committee of Trustees upon which he/she does not serve.

5. A majority of the Board shall constitute a quorum for the transaction of business by the Board. At any meeting at which a quorum is present, the majority of those present may bind the Board.

6. The term of office for each Trustee shall be three (3) consecutive years; a trustee shall be eligible to serve three (3) consecutive terms before being required to leave the Board for at least one (1) full year prior to becoming eligible to serve a fourth and final three (3) year term.

   a) Provided the Trustee meets all applicable qualifications, a Trustee whose three (3) year term has expired can seek re-election at the annual meeting.

b) Any interested person may apply for a Board vacancy no later than four (4) weeks prior to the annual meeting.

c) Trustee nominations may be made from the floor at the annual meeting by any Member present, provided the nominee has submitted a written statement expressing a willingness to serve, or has personally notified at least two Trustees of his/her desire to be a Trustee.

d) Each Trustee is expected to serve the term for which he/she is elected, and continue serving until a successor has been appointed or elected.

e) At all Trustee elections, candidates receiving the greatest number of votes shall be elected. At the request of a Member or Trustee, voting shall occur by secret ballot.

7. A Board vacancy, other than a vacancy resulting from an expired term, shall be filled by a majority vote of the current members of the Board, and a Trustee elected to fill a vacancy shall serve the full unexpired term.

8. A Trustee with three (3) consecutive unexcused absences from regular meetings may be removed as from the Board by an affirmative vote of two-thirds of the remaining Trustees.

9. The Organization may hold regular and special Board meetings.

a) Regular meetings shall occur not less than eight (8) times each year at a time and place as determined by the Board.

b) Special meetings may be called by the President, or by three or more Trustees.

c) A meeting agenda shall be provided by first class U.S. mail or electronic mail at least five (5) calendar days prior to a scheduled meeting.

d) A member of the Board shall be entitled to one vote on all matters presented to the Board at a meeting.

ARTICLE VII Officers

1. An officer must be a current Town Center Patron, and can be an elected or a Board appointed trustee.

2. The Organization's offices, and the duties of the Officers, include:

a) President. The President shall chair all meetings and shall perform such duties incident to that office.

(i) The President shall have the authority to appoint special committees as required to fulfill the Organization's mission and purpose.

(ii) Service on a committee is not restricted to Trustees; any person can serve on a committee. Provided, however, that a committee must contain at least one Trustee, must be chaired by a Trustee, and must select a secretary.

b) Vice-President. The Vice-President shall have duties and responsibilities as the President or the Board may from time to time prescribe, and shall preside over any meeting which the President is unable to attend.

c) Secretary. The Secretary shall keep minutes of all meetings of Members and all meetings of the Board.

   (i) Minutes shall be prepared in electronic format and circulated to Trustees upon completion within 14 days of a meeting.

   (ii) Minutes of the annual meeting shall be made available to Trustees or Members upon request within 14 days of the annual meeting.

   (iii) A single copy of the minutes of the previous Board meetings shall be available for review at each meeting of the Trustees.

   (iv) The Secretary may have other duties assigned by the President or Board.

d) Treasurer. The Treasurer shall have duties as assigned by the President and/or the Board, and shall oversee Organization's finances as follows:

   (i) timely deposits of the Organization's funds;

   (ii) an annual financial report that includes a profit-loss statement, balance sheet with a summary of the Organization's assets and liabilities, and the Organization's capital and surplus accounts; and

   (iii) an annual review the Organization's books and records by a certified public accountant (the President or any Trustee can request an audit at any time).

   The Treasurer shall surrender any financial records in his/her possession at the end of a term of office.

3. Should an officer become unable to serve the Organization, the Board will replace the individual by special election. That person shall then serve until the end of the unexpired term.

ARTICLE VIII Executive Director; Organization Employees

1. The Board may hire an Executive Director as need and funding is available. The position can be full or part-time, and the Executive Director shall perform the duties assigned by the Board.
2. The Executive Director cannot serve as a Trustee or officer of the Organization.
3. The Executive Director can hire other full-time or part-time employees as needed with Board approval.

ARTICLE IX Finance, Banking, Budget

1. All checks, drafts, and other instruments for the payment of money, and all instruments of transfer of securities, shall be signed in the name and on behalf of the Organization by the Executive Director and two of the following elected Officers: (a) President, (b) Treasurer, and (c) Vice

President.

2. The Organization's funds shall be deposited in a timely manner to the credit of the Organization in such banks, trust companies, or other depositories as the Board may, from time to time, select.

3. On behalf of the Organization, the Board may accept any contributions, gifts, bequests, or devices for the general use of the Organization.

4. The Board shall assist in the preparation of and approve a budget for the following calendar year no later than December 30th of each year. The budget shall be presented to the Members at the annual meeting for informational purposes. The approved budget may be reviewed and revised periodically throughout the year as the Board deems necessary.

5. After the close of each fiscal year, the Treasurer shall prepare (direct and supervise the preparation of): (a) a balance sheet describing the financial condition of the Organization as of the close of the fiscal year; and (b) a statement of the source and application of funds detailing the Organization's operations during the fiscal year.

6. The Board can authorize a credit or debit card for purchases up to $200 daily without action by the Board. Provided, however, that any charge to the Organization's checking account in excess of $200 requires approval, in advance, of the President or Treasurer. The Executive Direct shall hold the card and be responsible for its use.

ARTICLE X General Provisions

1. The Organization's fiscal year shall begin January 1st and end on December 31st each year.

2. The Board may authorize any mortgage or pledge of all or any of the Organization's property, or any interest therein, for the purpose of securing the payment or performance of any obligation, or take any action as necessary in furtherance of the authority set forth in Section 1702.30 of the Ohio Revised Code.

3. All property acquired by the Organization by purchase, gift, bequest, or otherwise shall be the absolute property of the Organization, unless otherwise specified in writing at the time it was acquired.

4. As set forth in Section 1702.39 of the Ohio Revised Code, the Board may authorize the lease, sale, exchange, transfer, or other disposition of any of the Organization's assets without procuring authorization from the court pursuant to Section 1715.39 of the Ohio Revised Code and any such lease, sale, exchange, transfer or other disposition shall be made in whole or in part for money or other property, including shares or other securities or promissory notes of any for profit corporation.

5. The President and Trustees shall prepare, or direct the preparation of and approve, an annual report as a permanent record not later than the last day of January in each year. A copy of that report shall be retained by the Organization, provided to members of Grove City Council, Council Clerk, the Mayor, City Administrator, and Finance Director. The annual report shall include: (a) a report on activities during the year in which funds from the City of Grove City were utilized; (b) a report on all activities of the Organization described in Article II; (c) the minutes of the annual meeting, Member meetings, and regular and special meetings of the Board held during the previous year; and (d) the Organization's budget for the next fiscal year.

ARTICLE XI Leave of Absence

Any Trustee can request a leave of absence from the Board for any reason without resigning as a member of the Board, provided the requested leave of absence does not exceed three (3) months. A letter requesting a leave of absence must be submitted to the President in advance. During the Trustee's leave of absence, he/she will have no voting authority and cannot participate in any Board meeting. Only one (1) Trustee can take a leave of absence at any time.

ARTICLE XI Dissolution

Upon dissolution of the Organization, all residual assets shall be distributed to a non-profit organization as recognized by the Internal Revenue Service that is designated by the Board prior to dissolution, or the City of Grove City, Ohio, in the Board's sole discretion. All debts, loans and other financial obligations must be satisfied before transfer of any assets to another non-profit Organization.

ARTICLE XII Amendments, Changes to Bylaws

1. The President can appoint a Committee to review the Organization's Bylaws at any time. Necessary alterations, amendments, or complete repeal and adoption of new Bylaws can be prepared and presented to Members at the annual meeting. A majority vote will determine the outcome.

2. Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holding.

ARTICLE XIII Indemnification

1. Each Trustee, Officer, agent, employee or volunteer of the Organization, and any Trustee, Officer, director, agent, employee or volunteer of any other corporation serving as such at the request of the Organization, shall be indemnified by this Organization to the extent permitted by Section 1702.12(E) of the Ohio Revised Code.

2. The foregoing right of indemnification shall be in addition to any other rights to which any person seeking indemnification may be or become entitled by law, vote of the Board or disinterested Trustees of the Organization, or otherwise.

APPROVED THIS 19th DAY OF JAUNUARY, 2017.

David Crosby
President

Dennise Hunt
Vice President

Bev Babbert
Secretary

Melba Hompertz
Treasurer

Lori Johnson

Rosemary Barkes

Allen Jones

Warren Gard

Rebecca Sommer

Revised Aug. 11, 2008
Revised Jan. 27, 2011
Revised June 2nd, 2011
Revised January 19th, 2012
Revised March 25, 2017

Exhibit B
Budget

Town Center, Inc.

Proposed Budget For 2018

	2018 Projected	2018 % Rev
Revenues		
City Grant	75,000	41%
Memberships		
Memberships	4,500	2%
	4,500	
Fundraising		
Wine and Arts Festival	75,000	41%
Bourbon	18,000	10%
Beer Event	10,000	5%
Mistletoe Market	-	0%
	103,000	
Total Revenue	$ 182,500	100%
Expenses		
Fundraising Cost		
Wine and Arts Festival	65,000	36%
Beer Event	8,500	5%
Bourbon Tasting	15,000	8%
Mistletoe Market	500	0%
Event Equipment	500	0%
Total Fundraising Cost	**$89,500**	
% of Fundraising Revenues	87%	
Payroll and Related		
Salary	19,000	
Taxes	3,200	
Services Fee	1,500	
	$ 23,700	
Dues and Education		
Heritage Ohio	$450	
Conference	$500	
Education	$200	
Travel	$350	
	$1,500	
Administrative		
Office Supplies	3,200	2%
Postage	2,800	2%
Printing	5,000	3%
Office Equipment	2,000	1%
Insurance	2,200	1%
Legal and Accounting	4,000	2%
	$ 19,200	
Facilities		
Rent	$600	
Phone & Internet	$2,400	
	$ 3,000	
Marketing		
Website, Social Media, IT	2,200	1%
Marketing	6,000	3%
Facebook Advertising	3,000	2%
Thanksgiving Meals	800	0%
Print Subsidy	4,000	2%
Networking	-	0%
Open Flags	1,000	1%
Christmas Party	1,500	1%
Christmas Decorating Contest	600	0%
Business Promotion	1,500	1%
Gift Certificate	1,500	1%
	$ 22,100	
Total Expenses	**$159,000**	
Net Income	**$23,500**	

Exhibit C
GCTC Board Resolution

Exhibit D
Board Minutes

Date:	01/08/18	No.:	C-05-18
Introduced By:	Ms. Houk	1st Reading:	01/16/18
Committee:	Safety	Public Notice:	01/18/18
Originated By:	Chief P.	2nd Reading:	02/05/18
Approved:	Mr. Boso	Passed: ____ Rejected:	
Emergency: ___	30 Days: X	Codified: ___ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE C-05-18

AN ORDINANCE AMENDING SECTION 351.07 OF THE CODIFIED ORDINANCES OF THE CITY OF GROVE CITY, OHIO TITLED UNATTENDED VEHICLE: DUTY TO STOP ENGINE, REMOVE KEY, SET BRAKE AND TURN WHEELS

WHEREAS, the City currently does not permit a vehicle to be unattended while running; and

WHEREAS, State Law was updated to address the "auto-start" feature available on many new vehicles; and

WHEREAS, the City wishes to update its Codified Ordinances to be consistent with State Law.

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

SECTION 1. Section 351.07 is hereby amended, in part, as follows:

351.07 UNATTENDED VEHICLE: DUTY TO STOP ENGINE, REMOVE KEY, SET BRAKE AND TURN WHEELS.

(a) (2) The requirements of this section relating to the stopping of the engine, locking of the ignition, and removing the key from the ignition of a motor vehicle shall not apply to ~~an emergency vehicle or a public safety vehicle.~~ any of the following:
(A) A motor vehicle that is parked on residential property;
(B) A motor vehicle that is locked, regardless of where it is parked;
(C) An emergency vehicle; and
(D) A public safety vehicle.

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

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 01/09/18	No.: CR-01-18
Introduced By: Mr. Berry	1st Reading: 01/16/18
Committee: Service	Public Notice: 0 / /18
Originated By: Ms. Fitz.	2nd Reading: 0 / /18
Approved: Mr. Berry	Passed: ____ Rejected:
Emergency: ___ 30 Days: ____	Codified: ___ Code No:
Current Expense: __________	Passage Publication:

RESOLUTION CR-01-18

A RESOLUTION TO AUTHORIZE THE CITY'S CONSULTING ENGINEER TO PREPARE PLANS, SPECIFICATIONS AND COST ESTIMATES FOR THE CONSTRUCTION AND REPAIR OF SIDEWALKS ON SHELDON PLACE, THOMAS AVENUE, HOMECOMER DRIVE, DENNIS LANE, AND LOUISE AVENUE

WHEREAS, it is necessary for general welfare of the City of Grove City to provide proper sidewalks in the City; and

WHEREAS, the City conducted a survey of areas missing sidewalks and/or having sidewalks in need of repair and through this survey identified the streets listed in the title of this Resolution; and

WHEREAS, while the sidewalks are generally the responsibility of the homeowner, the City is implementing a grant program that will assist homeowners by paying up to fifty percent (50%) of costs for the installation and/or improvement; and

WHEREAS, the remaining portion of the costs not covered by the grant program can be financed, interest free, over a twenty (20) year term; and

WHEREAS, in order to begin the process, the Ohio Revised Code requires that Council authorize the preparation of plans, specifications and cost estimates for the construction and repair of sidewalks in the affected area.

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

SECTION 1. The City's Consulting Engineer is hereby authorized to prepare plans, specifications and cost estimates for the construction and repair of sidewalks on Sheldon Place, Thomas Avenue, Homecomer Drive, Dennis Lane, and Louise Avenue, as identified in Exhibit A attached hereto.

SECTION 2. The resolution shall take effect at the earliest opportunity afforded by law.

____
Steven R. Robinette, President of Council

Passed:

____
Richard L. Stage, Mayor

Effective:

Attest:

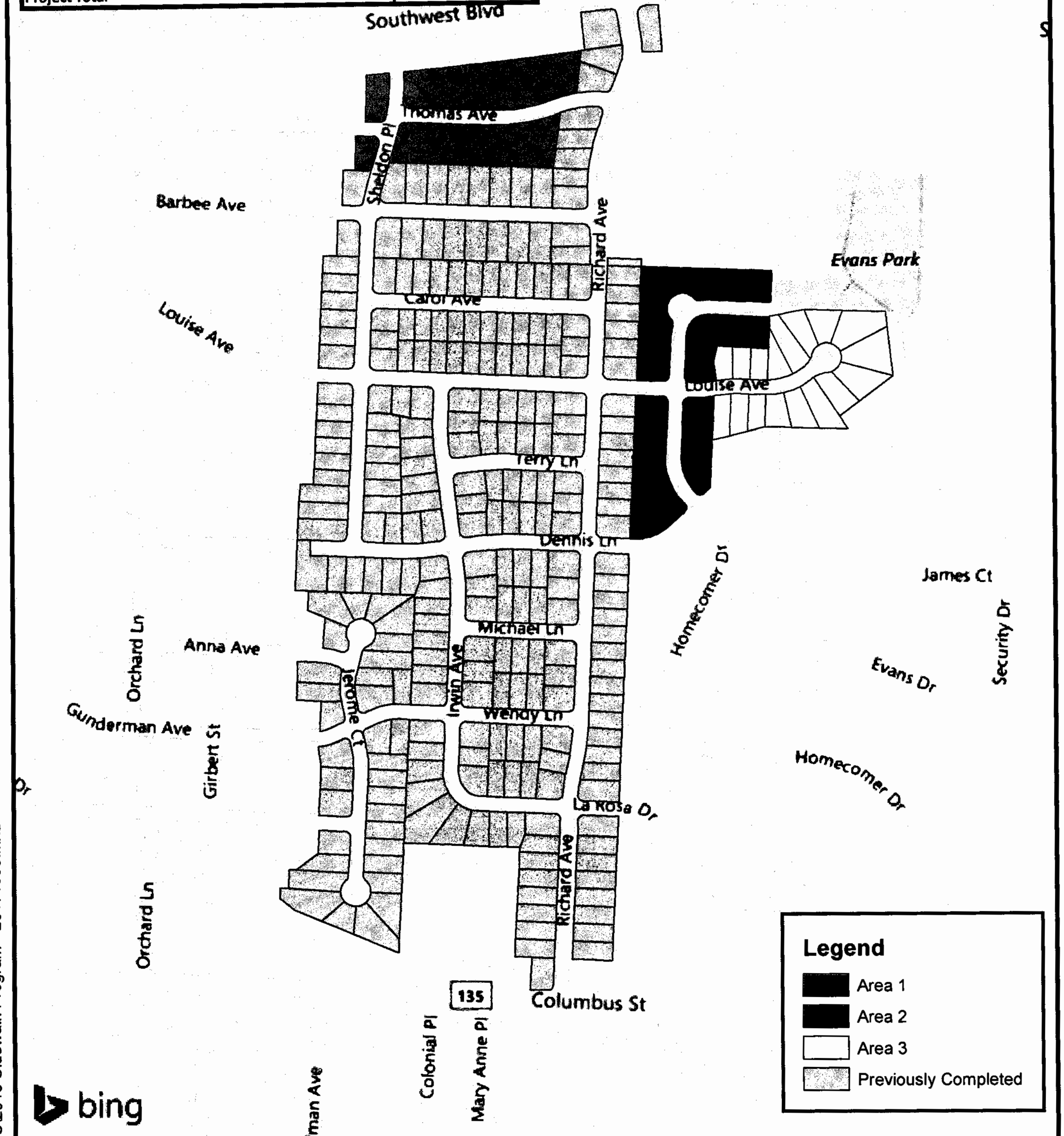
____
Tami K. Kelly, MMC, Clerk of Council

I certify that this resolution is correct as to form.

____
Stephen J. Smith, Director of Law

CR-01-18

Area	Area Name	Parcels	Estimated Cost
1	Thomas Avenue	18	$ 105,000.00
2	Homecomer Drive (North)	29	$ 105,000.00
3	Louise Avenue	17	$ 85,000.00
Total		64	$ 295,000.00
Force Account			$ 5,000.00
Engineering & Construction Services			$ 75,000.00
Project Total			$ 375,000.00



Path: J:\20161331\GIS\2018 Sidewalk Program - 20171006.mxd

EMH&T
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

Proposed 2018
Sidewalk Program

SCALE: 1" = 500'

0 250 500 1,000 Feet

N

EXHIBIT A

Source: Basemap - Bing Maps

Date: 11/28/17	No.: C-65-17
Introduced By: Mr. Bennett	1st Reading: 12/04/17
Committee: Lands	Public Notice: 12/07/17
Originated By: Plan. Comm.	2nd Reading: 01/16/18
Approved:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

ORDINANCE C-65-17

AN ORDINANCE FOR THE REZONING OF 6.584± ACRES LOCATED AT 2384 STRINGTOWN ROAD FROM C-2 TO PUD-R WITH ZONING TEXT

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

WHEREAS, the Planning Commission approved the rezoning on November 17, 2017 with the following stipulation: 1. *The site shall be designed in a manner that allows for its future integration and connectivity with surrounding uses/buildings*; 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 C-2 (retail commercial) to PUD-R (planned unit development – residential) with the attached Zoning Text, and contingent upon the stipulation set by Planning Commission:

> Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 8321 *and being all of Lot 4 of re-subdivision of Part of Reserve "A" of Stringtown Connection, as recorded in Official Records, Plat Book 76, Page 20, conveyed to Mohemed Wadiwala and all of a 5.704 acre tract conveyed to 7 Star Entertainment Inc., in Official Record, Volume 32968 H20, 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.

Roby Schottke, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Exhibit A'
C-65-17

ZONING DESCRIPTION
6.584 +/- ACRES

Situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City, and being in V.M.S. No. 8231, being all of Lot 4 of Re-subdivision of Part of Reserve "A" of Stringtown Connection as is numbered and delineated on the recorded plat thereof of record in Plat Book 76, Page 20, conveyed to Mohemed Wadiwala in Instrument Number 201504020041287 and all of a 5.704 acre tract conveyed to 7 Star Entertainment Inc. in Official Record Volume 32968 H20, all records being of the Recorder's Office, Franklin County, Ohio;

BEGINNING at the northwest corner of said 5.704 acre tract;

Thence along the north line of said 5.704 acre tract, South 86 degrees 49 minutes 52 seconds East, a distance of 303.05 feet to the northeast corner of said 5.704 acre tract;

Thence along the east line of said 5.704 acre tract, South 08 degrees 23 minutes 23 seconds East, 387.87 feet to the southwest corner of Edwards Road (50') and the northwest corner of said Lot 4 of Re-subdivision of Part of Reserve "A" of Stringtown Connection;

Thence along the southerly right-of-way line of Edwards Road and the north line of said Lot 4, South 78 degrees 34 minutes 39 seconds East, 220.00 feet to the northeast corner of said Lot 4;

Thence along the east line of said Lot 4, South 22 degrees 38 minutes 49 seconds West, 252.30 feet to the southeast corner of said Lot 4 and being in the northerly right-of-way line of Parkmead Drive (50');

Thence along the south line of said Lot 4 and the northerly right-of-way line of Parkmead Drive with a curve to the left having a radius of 175.00 feet, a central angle of 18 degrees 58 minutes 36 seconds, an arc length of 57.96 feet, and a chord which bears North 72 degrees 43 minutes 12 seconds West, 57.70 feet;

Thence continuing along the south line of said Lot 4 and the northerly right-of-way line of Parkmead Drive, North 83 degrees 04 minutes 17 seconds West, 42.67 feet to the southwest corner of said Lot 4 and being in the east line of said 5.704 acre tract;

Thence along the east line of said 5.704 acre tract, South 07 degrees 49 minutes 40 seconds East, a distance of 48.30 feet to the southeast corner of said 5.704 acre tract;

Thence along the south line of said 5.704 acre tract, North 84 degrees 35 minutes 00 seconds West, 439.54 feet to the southwest corner of said 5.704 acre tract;

Thence along the west line of said 5.704 acre tract, North 03 degrees 26 minutes 06 seconds East, 660.74 feet to the **POINT OF BEGINNING, CONTAINING 6.584 ACRES, MORE OR LESS.**

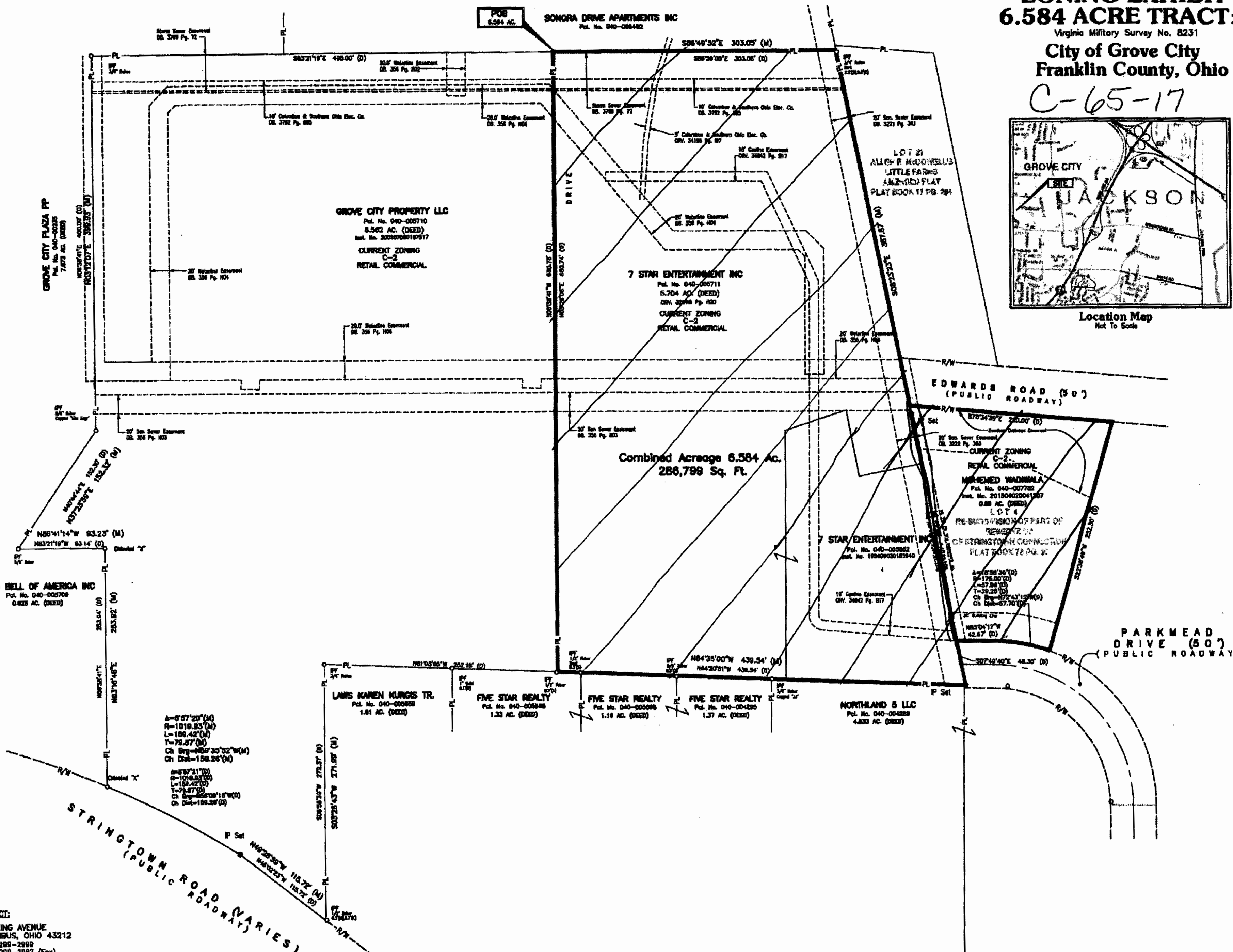
This description is based on records and a field survey by E.P. Ferris and Associates in 2017 and is intended for zoning purposes only and is not to be used for transfer of property.

ZONING EXHIBIT
6.584 ACRE TRACT±

Virginia Military Survey No. 8231

City of Grove City
Franklin County, Ohio

C-65-17



CONTACT:
880 KING AVENUE
COLUMBUS, OHIO 43212
(614) 299-2999
(614) 299-2992 (Fax)
www.EPFERRIS.com

C-65-17

STRINGTOWN ROAD APARTMENTS
ZONING AND DEVELOPMENT STANDARDS TEXT

6.58 +/- Acres

GROVE CITY, OHIO

CURRENT ZONING: C-2 (Retail Commercial)

PROPOSED ZONING: PUD-R (Planned Unit Development- Residential)

PROPERTY OWNERS:

7 Star Entertainment
211 Harry Sauner Road
Hillsboro, OH 45133

Wadiwala Mohemed
2161 Sawgrass Street
Grove City, OH 43123

AUTHORIZED REPRESENTATIVE:

Evergreen Capital Partners LLC
Fairway Realty/Metropolitan Holdings
3100 Tremont Road, Suite 200
Columbus, OH 43221

Date Prepared:
November 15,
2017

1. Site Boundary (Zoning Description)

The project area ("Site") consists of an approximate 6.58 +/- acre site (encompassing parcels 040-005711, 040-005652, and 040-007782) located west and north of the Parkmead Drive terminus, east of the Kmart site (040-005710), approximately 600 feet north of Stringtown Road, and approximately 375 feet south of Sonora Drive as further described in the Zoning Exhibit attached hereto (Exhibit A).

2. General Provisions

a. The provisions outlined herein shall apply to the site as described in Exhibit A unless otherwise approved by the Grove City Council. Other provisions of the Grove City Zoning Code shall only apply to the extent that this Zoning and Development Standards Text does not address such matters.

b. For purposes of this Zoning and Development Standards text, the terms and words contained herein shall be considered to carry their usual and customary meanings. Likewise, terms outlined in present tense shall also include the future tense and those in singular tense may include the plural. The word "shall" should be considered as mandatory. Other definitions or meanings not clarified herein shall reference the Codified Ordinances of the City of Grove City.

c. All provisions of this Zoning and Development Standards text shall be severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, section, subsection or other provision is invalid or the application of any part of this provision to any person or circumstances is invalid, then the remaining provisions and the application of those provisions to other persons, successors 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 Council as long as they are consistent and harmonious with the overall intent of the development as contemplated and do not otherwise diminish, detract, or weaken the overall compatibility of same with adjacent and proximate properties and uses.

e. The redevelopment of the Star Cinema site into the proposed Stringtown Road Apartments acts as the first phase in the larger redevelopment of the area into the mixed use district noted on future land use plans. As such, the quality and character established with this development will set the tone for future redevelopment in the area.

3. Permitted Use and Accessory Uses

a. Permitted uses shall consist of multi-family residential with a maximum of 140 units permitted on the site for an overall maximum density of 21.3 dwelling units per acre.

b. Accessory uses shall be prohibited unless otherwise provided for below. All interior accessory uses shall be located on the ground floor of the apartment buildings and/or in a separate clubhouse located on the site. Vehicle parking and a mechanical room shall be allowed in the garages.

i. Office - limited to those activities necessary to conduct leasing and management operations for the development.

ii. Recreation or resident services (indoor and outdoor) - restricted to those services directed to meet the needs of Stringtown Road Apartments residents. Such uses shall be non-membership based and include fitness facilities, a community pool and multi-purposes community gathering spaces.

4. General Site Development Standards

a) Setbacks

i. Primary residential buildings shall be setback a minimum of 35 feet from all property lines.

ii. All accessory structures including the clubhouse, pool, garages, trash compactor, and mail kiosk shall be setback a minimum of 5 feet from all property lines.

iii. All parking areas shall be setback a minimum of 10 feet from property lines and be setback a minimum of 10 feet from the edge of curb of the southern access drive / extension of Parkmead Drive.

b) Floodplain. No improvements shall be made within the FEMA delineated flood plain without approval of a special flood hazard area permit.

c) Stream Corridor Protection Zone (SCPZ). Improvements within the SCPZ are permitted as the site is a redevelopment site with a pre-existing modified stream channel. Any deviations from SCPZ requirements, as outlined in the Grove City Stormwater Design Manual, shall be examined and approved with the final development plan.

d) Streets and Access Drives.

i. Primary access to the site shall be from the south, off an extension of Parkmead Drive. This roadway shall remain private and shall be 26' wide (from face of curb to face of curb) with curbing. Intermittent breaks in the curb, along the south side of the access drive, are permitted to allow drainage to the existing swale. Sidewalks are required only on the north side of the drive.

ii. Internal drives and parking lot drive aisles shall be a maximum of 24' in width except the drive aisles in front of the garages shall be up to 28'.

iii. Noting that the site is located within an area indicated on future land use plans for redevelopment into a mixed-use district, the site shall be configured to allow for the future integration of surrounding properties and enhanced connectivity in a comprehensive manner. Connectivity shall be considered for both pedestrians and automobiles.

e) Parking Ratio. A minimum of one (1) parking space per bedroom shall be provided. Each parking space shall be a minimum of nine (9) feet by 18 feet.

f) Primary Building Design

i. Permitted exterior finish materials include masonry (brick and/or cast stone), vinyl (0.046 thickness or greater) and shake vinyl siding.

ii. All building elevations fronting on the Parkmead Drive extension and other drives connecting to area development shall be finished in at least 40% masonry. Masonry shall be installed at various heights to complement the structure.

iii. All other building elevations (not fronting on connection roads / drives) shall be finished in at least 25% masonry. Masonry shall be installed at various heights to complement the structure.

iv. The final building elevations shall be approved as part of the final development plan.

v. All trim shall be finished in natural earth tones or white so as to complement the stone color.

vi. Apartment buildings shall include balconies for upper floor units and porches or patios for first floor units. All balconies, porches, and patios shall be covered with either a roof or the floor of the balcony of the unit above.

vii. Buildings shall be a maximum of 45 feet in height from grade.

viii. The ground floor shall be elevated 8 inches above grade.

ix. Units may be accessed through open corridors/breezeways.

x. Buildings shall have pitched asphalt shingled roofs. Mechanicals shall be on the ground and screened per Section 1136.08 or current Code section pertaining to Screening of Service Structures.

xi. All fencing and/or railings shall be approved with the final development plan

g) Accessory Building Design

i. Clubhouse shall utilize similar materials and reflect comparable architecture as the apartment buildings.

ii. Garages shall have gable end pitched roofs (no more than 4:12) with dimensional asphalt shingles to match the apartment buildings and the clubhouse. Exterior shall consist of vinyl siding with closed shutters to add architectural interest where deemed appropriate. Landscaping will be installed around garage perimeters where appropriate as shown on the final development plan.

iii. Accessory buildings shall not exceed 25 feet in height from grade.

iv. All fencing and/or railings shall be approved as part of the final development plan.

v. The trash compactor shall be enclosed with masonry walls on three (3) sides that matches the masonry utilized on the building and shall have solid 100% opaque stained wood gates for the opening.

h) <u>Signage</u>. Signage for the development shall be approved as part of the final development plan.

i) <u>Landscaping</u>

i. A landscape plan meeting applicable requirements of Chapter 1136 (or current landscape chapter of the Grove City Zoning Code) shall be submitted and approved with the final development plan.

ii. Open space areas throughout the site shall be landscaped with a variety of trees and shrubs.

iii. Existing vegetation along the north and east property boundary shall be preserved to provide screening from existing residences and help maintain appropriate drainage in the area.

j) <u>Sidewalks</u>. Sidewalks shall be a minimum of four (4) feet in width and be located throughout the site and connect to the existing sidewalk along Parkmead Drive. A stamped brick crosswalk shall be installed across the Parkmead Drive extension to continue the character of recent Stringtown Road improvements and create a safe, designated crosswalk for pedestrians.

k) <u>Amenities</u>

i. The developer shall provide indoor and outdoor amenity spaces, which could include indoor community gathering spaces, a pool, fire pit, and grilling area.

l) <u>Site Lighting</u>

i. Site lighting fixtures shall be downcast and decorative (finished black) to match the character of fixtures utilized on Stringtown Road.

ii. Lighting shall be placed along the extension of Parkmead Drive and throughout the development as necessary to create a safe environment for residents.

iii. Site lighting fixtures shall not exceed a height of 25 feet.

iv. Pedestrian-scale fixtures may be located within open spaces or other areas requiring additional lighting. These fixtures shall have decorative posts and lamps and not exceed a height of 14 feet.

v. Exterior building lighting shall also be decorative, in character with site lighting fixtures.

Date:	12/27/17	No.:	C-02-18
Introduced By:	Mr. Schottke	1st Reading:	01/02/18
Committee:	Lands	Public Notice:	01/05/18
Originated By:	Clerk	2nd Reading:	01/16/18
Approved:		Passed: ___ Rejected:	
Emergency: ___	30 Days: X	Codified: ___ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE NO. C-02-18

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 1.065± ACRES LOCATED AT 5070 HAUGHN ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 1.065± acres, more or less, in Jackson Township was duly filed by Jerry A. & Doris D. Plotts; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on September 26, 2017; 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 31, 2017.

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 Jerry A. & Doris D. Plotts, 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 29, 2017 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on September 26, 2017, 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. 1383. 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 SF-1, Single Family Residential, and shall be placed in Ward 2. A map is attached as "Exhibit B" and made a part hereof.

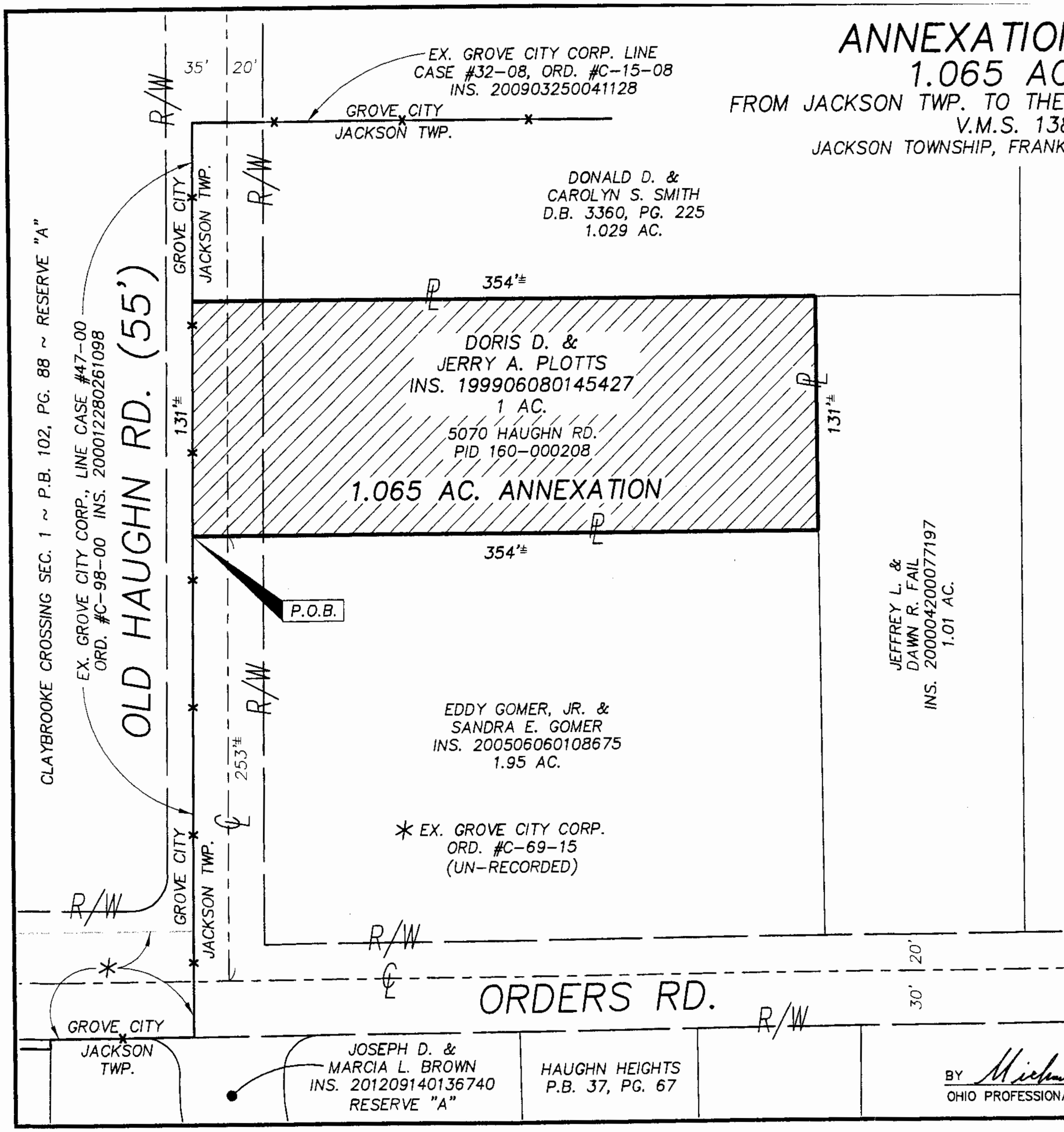
SECTION 3. The City Clerk be and she is hereby authorized and directed to make three copies of the ordinance to each of which will be attached a copy of the map showing this annexation, a copy of the original petition, a copy of the transcript of proceedings of the Board of County Commissioners relating 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.

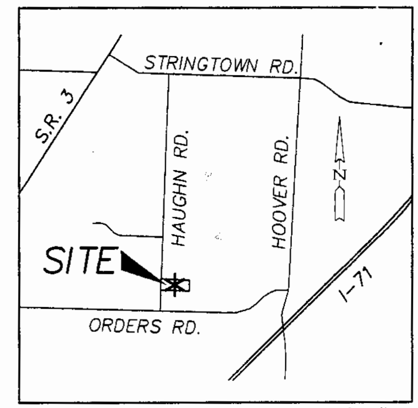
Roby Schottke, President of Council

Passed:

ANNEXATION PLAT
1.065 ACRES
FROM JACKSON TWP. TO THE CITY OF GROVE CITY
V.M.S. 1383
JACKSON TOWNSHIP, FRANKLIN COUNTY, OHIO



LOCATION MAP
(NOT TO SCALE)



LAT 39°51'38"N LON 83°05'10"W

LEGEND
—x— = EX. CORP. LINE
—— = PROPOSED GROVE CITY CORP. LINE

RECEIVED
AUG 14 2017
Franklin County Engineer
Cornell R. Robertson, P.E., P.S

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By RJN Date 08/14/2017

ADDRESS OF SUBJECT PROPERTY IS 5070 HAUGHN RD., GROVE CITY, OH 43123. PID IS 160-000208.

THIS ANNEXATION DOES NOT CREATE AN UNINCORPORATED AREA OF THE TOWNSHIP COMPLETELY SURROUNDED BY THE TERRITORY PROPOSED FOR ANNEXATION.

TOTAL PERIMETER OF ANNEXATION IS 970 FT., OF WHICH 131 FT. IS CONTIGUOUS WITH THE CITY OF GROVE CITY, RESULTING IN 13.5% OF PERIMETER CONTIGUITY.

DRAWING PREPARED BY:
WESTERVILLE LAND SURVEYING
90 E. COLLEGE AVE.
WESTERVILLE, OH 43081
(614) 899-2209

DATE: 8·14·17
JOB No.: 17-190
CLIENT: WAUGH LAW LLC

STATE OF OHIO
MICHAEL P. LOMANO S-7711
REGISTERED PROFESSIONAL LAND SURVEYOR

BY [signature]
OHIO PROFESSIONAL SURVEYOR No. 7711

DRAWING NAME:17190AN.DWG

C-02-18

RECEIVED

AUG 14 2017

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

C-02-18
Exhibit "A"

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

By RJN Date 08/14/17

August 14, 2017

PROPOSED ANNEXATION OF 1.065 ACRES
NORTH OF ORDERS ROAD, EAST OF OLD HAUGHN ROAD

FROM: JACKSON TOWNSHIP
TO: THE CITY OF GROVE CITY, OHIO

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey Number 1383, and being all of that 1 acre tract as described in a deed to Doris D. and Jerry A. Plotts, of record in Instrument Number 199906080145427 (all records referenced herein being to those located in the Recorder's Office, Franklin County, Ohio), and a portion of the existing right-of-way of Old Haughn Road (55 foot width), and being 1.065 acres more particularly described as follows:

Beginning at a point within the right-of-way of said Old Haughn Road, in the existing corporation line of the City of Grove City as established by Case Number 47-00, Ordinance Number C-98-00, of record in Instrument Number 200012280261098; at the westerly extension of the southerly line of said 1 acre tract (also being the northerly line of that 1.95 acre tract as described in a deed to Eddy Gomer, Jr. and Sandra E. Gomer, of record in Instrument Number 200506060108675), approximately 20 feet westerly from the southwest corner of said 1 acre tract;

Thence in a northerly direction, through the existing right-of-way of said Old Haughn Road, along said existing corporation line of the City of Grove City, a distance of approximately 131 feet to a point at the westerly extension of the northerly line of said 1 acre tract (also being the southerly line of that 1.029 acre tract as described in a deed to Donald D. and Carolyn S. Smith, of record in Deed Book 3360, Page 225;

Thence in an easterly direction, partially through the right-of-way of said Old Haughn Road and partially along the common line between said 1 acre and 1.029 acre tracts, a distance of approximately 354 feet to a point at the northeast corner of said 1 acre tract and the northwest corner of that 1.01 acre tract as described in a deed to Jeffrey L. and Dawn R. Fail, of record in Instrument Number 200004200077197;

Thence in a southerly direction, along the common line between said 1 acre and 1.01 acre tracts, a distance of approximately 131 feet to a point at the southeast corner of said 1 acre tract, at the northeast corner of that 1.95 acre tract as described in a deed to Eddy Gomer, Jr. and Sandra E. Gomer, of record in Instrument Number 200506060108675;

Thence in a westerly direction, partially along the common line between said 1 acre and 1.95 acre tracts, and partially through the right-of-way of said Old Haughn Road, a distance of approximately 354 feet to to the place of beginning, containing 1.065 acres of land.

This description was prepared by Westerville Land Surveying, LLC, based on the best available public records (not based on an actual field survey) in August, 2017.

by Michael P. Lomano
Michael P. Lomano 8-14-17
Registered Surveyor No. 7711

STATE OF OHIO
MICHAEL P. LOMANO S-7711
REGISTERED
PROFESSIONAL LAND SURVEYOR

Date: 01/09/18	No.: CR-02-18
Introduced By: Mr. Schottke	1st Reading: 01/16/18
Committee: Lands	Public Notice:
Originated By: Mr. Schottke	2nd Reading:
Approved:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

RESOLUTION CR-02-18

AN ORDINANCE TO GRANT AN EXCEPTIONAL CIRCUMSTANCE FOR 4160 BROADWAY TO MAKE IT ELIGIBLE FOR THE TOWN CENTER COMMERCIAL REVITALIZATION GRANT PROGRAM

WHEREAS, on June 19, 2013, Council approved Ord. C-29-13, replacing Exhibit A of the Town Center Commercial Revitalization Grant Program; and

WHEREAS, the replaced Exhibit A provides, in part, that an exceptional circumstance may be granted by City Council "*upon a specific finding of the City Council that a commercial building or property located within 400 feet of the program boundary merits special consideration, Council may grant an exceptional circumstance making said building or property eligible for grant funding:*; and

WHEREAS, "special consideration" may be found when a minimum of three of the following criteria are satisfied: (1) proposed improvement will substantially enhance the vitality and appearance of Town Center; (2) proposed improvement will result in creation of jobs; (3) proposed improvement will result in the leveraging of additional economic investment and/or activity; (4) proposed improvement will result in the utilization of sustainable building and site design concepts; (5) proposed improvement will result in the attainment of a needed service or goal as set forth in the Town Center Plan, (6) proposed improvement will result in the maintenance and enhancement of exterior structures and their interior facilities; and (7) proposed improvement will result in the update of building and facilities to meet current code requirements to better serve and protect the health, life and safety of their occupants; and

WHEREAS, the property located at 4160 Broadway is within the 400 feet requirement of the program boundary; and

WHEREAS, the property owner wishes to upgrade the exterior of the property to enhance and preserve the buildings on the property; and

WHEREAS, it is believed that the improvements meet #5, 6 and 7 of the "Special Consideration" Criteria.

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

SECTION 1. This Council finds that special considerations have been satisfied and hereby grants an Exceptional Circumstance to 4160 Broadway making it eligible for the Town Center Commercial Revitalization Grant Program.

SECTION 2. This ordinance shall go into effect at the earliest opportunity provided by law.

Steven R. Robinette, President of Council

Date: 01/10/18	No.: CR-03-18
Introduced By: Mr. Schottke	1st Reading: 01/16/18
Committee: Lands	Public Notice:
Originated By: Plan. Comm.	2nd Reading:
Approved:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

RESOLUTION NO. CR-03-18

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR GROVE CITY APARTMENTS LOCATED AT 2384 STRINGTOWN ROAD

WHEREAS, on January 02, 2018, the Planning Commission recommended approval of the Development Plan for Grove City Apartments, with the following deviations and stipulations:

1. The development shall be designed in a manner that allows for future integration and connectivity with surrounding uses/buildings; and
2. Sidewalks shall be five (5) feet wide when adjacent to parking spaces or parking blocks shall be installed for all parking spaces fronting a four (4) foot wide sidewalk; and
3. Plans shall state how existing trees to be preserved on the site will be protected during and after construction, per Section 1136.10; and
4. Plans shall include a note stating that all service structures will be screened in accordance with Section 1136.08; and
5. Shrubs shall be a minimum of 24 inches at the time of planting; and
6. At least six (6) trees shall be planted around the perimeter of the detention pond area at least two inches (2") in caliper or six feet (6') in height for evergreens and no more than 20 feet from the bank; and
7. General Note #12 on the landscape plan shall be updated to state that only hydro or Penn mulch shall be utilized on the site to germinate grass seed; and
8. The three (3) easternmost Shademaster Honeylocust trees along the north side of Parkmead Drive shall be removed from plans as these trees are existing and on a neighboring property; and
9. All of the parking islands shall have at least one (1) large or medium class tree at least two inches (2") in caliper; and
10. Exterior site lighting shall be decorative downcast, LED matching the character of lighting along Stringtown Road and the Kroger property and Stringtown Road and Hoover; and
11. Gates for the trash enclosure shall be solid wood, stained, and be 100% opaque; and
12. Striping shall be added to the western 30' drive to clarify traffic movement and create a safer environment for residents backing out of garages; and
13. Handicap parking spaces shall be redistributed throughout the development or additional handicap spaces shall be installed to provide more accessible spaces near each residential building; and
14. Decorative fencing shall be installed around the center open space labeled "dog park" or "dog run area" on plans.

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 Grove City Apartments, located at 2384 Stringtown Road, contingent upon the deviations and 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.

Date: 01/10/18
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: ____
Emergency: ___ 30 Days: ___
Current Expense: ____

No.: CR-04-18
1st Reading: 01/16/18
Public Notice: ____
2nd Reading: ____
Passed: ___ Rejected: ___
Codified: ___ Code No: ___
Passage Publication: ___

RESOLUTION NO. CR-04-18

A RESOLUTION TO ACCEPT THE GROVECITY2050 COMMUNITY PLAN

WHEREAS, the Mid-Ohio Regional Planning Commission published their insight2050 report with the goal to prepare the Central Ohio Region for future growth and to guide and inform local decision making; and

WHEREAS, Grove City Council recognized and affirmed the insight2050 project with the adoption of Resolution CR-22-16 and with the same resolution supported the commencement of GroveCity2050; and

WHEREAS, the GroveCity2050 initiative began with the appointment of a 30-member Steering Committee, endorsed by City Council with the adoption of Resolution CR-38-16; and

WHEREAS, staff has worked with numerous community and regional partners in the drafting of the GroveCity2050 Community Plan and engaged the community for input through workshops and open houses over the past 18 months; and

WHEREAS, the GroveCity2050 Community Plan will serve as a gude to help the City make decisions that build upon its success and capitalize on Central Ohio's growth and changing demographics, while remaining rooted in the community's values and aspirations; and

WHEREAS, the GroveCity2050 Community Plan integrates multiple aspects of planning for the future of the community, from land use, transportation and economic development; and

WHEREAS, the GroveCity2050 Community Plan contains detailed actions stemming from community goals and objectives to proactively shape where and how the community will further develop.

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

SECTION 1. This Council hereby accepts the GroveCity2050 Community Plan dated January, 2018.

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