



GROVE CITY, OHIO - CITY COUNCIL Agenda

June 17, 2024

7:00 PM

Regular Meeting

Call to Order

Roll Call

Approval of Minutes

Welcome & Reading of Agenda

Presentations: Building Dept. Coloring Contest Winners; Oath of Office for Jack Castle, Dir. of Parks & Rec.

LANDS:

- Ordinance C-20-24 Accept the annexation on 0.897+ acres located at 2232 Edwards Rd. in Jackson Township to the City of Grove City, Ohio. Second reading and public hearing. *Postponement requested to 08/05/24.*
- Ordinance C-24-24 Amend Section 1135.09(b)12A3 of the Codified Ordinances of Grove City titled "Special Use Permits" for any radio and/or television antennas or antenna towers. Second reading and public hearing.
- Ordinance C-25-24 Approve the rezoning of 0.1893+ acres located north of Rose Ave. and west of Broadway from R-2 to PUD-R with Zoning Text. First reading.
- Resolution CR-24-24 Approve the Development Plan for Rose Castro Duplex with detached garage located north of Rose Avenue and west of Broadway. *Postpone to 08/05/24.*
- Resolution CR-25-24 Approve the Development plan for the Harris Property located north of S.R. 665 and west of Borror Road

SERVICE:

- Resolution CR-26-24 Authorizing the City Administrator to apply for a loan, accept and enter into a water pollution control fund agreement for the planning, design, and/or construction of wastewater facilities for the Columbus Street 18-inch relief sewer and designate a dedicated repayment source for the loan.
- Resolution CR-27-24 Waive the provisions of Section 903.05b of the Codified Ordinances for the Annual Alumni Softball Tournament on July 27 & 28, 2024 at Fryer Park.

FINANCE:

- Ordinance C-26-24 Authorize the City Administrator to enter into an agreement with the City of Columbus for Viper 9-1-1 Services. First reading.
- Resolution CR-28-24 Accept the Donation of \$10,000 for the First Phase of the Nature Preserve in Beulah Park and thank the Berry Family for their generous gifts.

Call for New Business

Call for Dept. Reports & Closing Comments

Adjourn

ON FILE

Minutes of: 06/03/24 Council; 06/04/24 Planning Commission

Date: 04/29/24
Introduced By: Ms. Burroughs
Committee: Lands
Originated By: Co. Comm.
Approved:
Emergency: 30 Days: X
Current Expense:

No.: C-20-24
1st Reading: 05/06/24
Public Notice: 05/07/24
2nd Reading: 06/17/24
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE NO. C-20-24

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 0.897+ ACRES LOCATED AT 2232 EDWARDS ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 0.897+ acres, more or less, in Jackson Township was duly filed by Steven Rinehart on behalf of Rinehart Jacob Edwards LLC; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on February 06, 2024; 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 February 16, 2024.

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 Steven Rinehart on behalf of Rinehart Jacob Edwards LLC, being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on January 03, 2024 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on February 06, 2024, 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. 8231. 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 5. A map is attached as "Exhibit B" and made a part hereof.

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

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

Christine Houk, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

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

By JOH Date 01/03/2024

RECEIVED

JAN 03 2024

Franklin County Planning Department
Franklin County, OH

ANX-03-24

RECEIVED

JAN 03 2024

C-20-24
Exhibit A

COTTRILL SURVEYING, INC. Franklin County Engineer
Cornell R. Robertson, P.E., P.S.

15882 US Route 62 SE, Mt. Sterling, Ohio 43143, Ph. 740.869.3811, www.cottrillsurveying.com

0.897 Acre Annexation
Surveyed for Rinehart Jacob Edwards LLC

To: THE CITY OF GROVE CITY
From: JACKSON TOWNSHIP

The following described 0.897 acre tract is situated in the State of Ohio, Franklin County, Jackson Township, VMS 8231, being all of a Lot 21 (Parcel 160-000449-00) of Allen E McDowell's Little Farms as recorded in Plat Book 17 page 284 and as conveyed to Rinehart Jacob Edwards LLC by Instrument Number 202203220045062 and part of Edwards Road (50 feet wide Plat Book 76 page 20), and being more particularly described as follows:

Beginning at the termination of the South line of Edwards Road (50 feet wide Plat Book 76 page 20) at a corner to Lot 4 of the Re-Subdivision of part of Reserve A of Stringtown Connection as recorded in Plat Book 76 page 20 and being in the existing Corporation line of Grove City Ord. C-42-67 and Misc. 144 Pg. 001;

Thence, with the East line of said Edwards Road and with said Corporation line, **North 08° 25' 45" West**, passing an iron pin and cap set at the termination of the North line of Edwards Road and the Southwest corner of said Lot 21 at 51.74 feet, passing an iron pin and cap set at 387.52 feet, a total distance of **392.52 feet** to the Southwest corner of Lot 20 of said Allen E McDowell's Little Farms and being at a corner to an existing Corporation line Ord. C-57-99 I.N. 199909030226404;

Thence, with the South line of said Lot 20 and with said existing Corporation line, **South 83° 30' 29" East**, passing an iron pin and cap set at 5.00 feet, a total distance of **103.11 feet** to an iron pin and cap set at the Southwest corner of Lot 19, the Southeast corner of Lot 20, the Northeast corner of Lot 21, and the Northwest corner of Lot 22 of said Allen E McDowell's Little Farms;

Thence, with the West line of said Lot 22, the East line of said Lot 21 and a new proposed Corporation line, **South 08° 24' 20" East**, passing an iron pin and cap set in the North line of Edwards Road, the Southwest corner of Lot 22 and the Southeast corner of Lot 21 at 340.67 feet, continuing with the new corporation line across said Edwards Road, a total distance of **392.40 feet** to the South line of Edwards Road, the North line of said Lot 4 and said corporation line;

Thence, with the South line of Edwards Road, the North line of said Lot 4 and said Corporation line, **North 83° 32' 53" West** a distance of **102.95 feet** returning to the **Point of Beginning**, containing **0.897 Acres** more or less, of which 0.779 Acres more or less is all of Lot 21 and 0.118 Acres more or less is part of Edwards Road.

The total perimeter of the proposed annexation area is 990.96 feet, of which 598.56 feet is contiguous with the current corporation line of Grove City, having 60.4% contiguity.

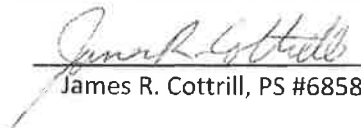
Bearings are based on a GPS observation on July 25, 2022, WGS 1984 Geodetic North, the North line of Edwards Road is North 83° 32' 53" West.

This deed is subject to and with the benefit of all legal highways, restrictions, easements, limitations, and reservations, of record, if any and to zoning restrictions which have been imposed thereon, if any.

All iron pins set are 5/8-inch diameter rebar with yellow plastic cap stamped "Cottrill Surveying"

This description is based on a field survey performed July 28, 2022 by James R. Cottrill, PS registration #6858. (Job #220614). This annexation description and accompanying plat was prepared on November 16, 2023 (Job #231109). This description was prepared from record information from the Franklin County Engineer, Recorder and Auditor, and is not intended for the transfer of real property.




James R. Cottrill, PS #6858

0.897± ACRE ANNEXATION FROM JACKSON TWP TO CITY OF GROVE CITY

RECEIVED

RECEIVED

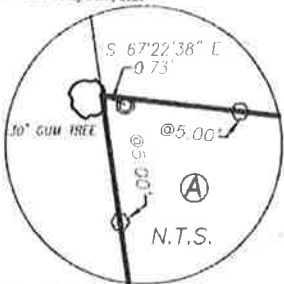
BEARING BASED ON A GPS OBSERVATION ON 7/25/2022
WGS 1984 GEODETIC NORTH
NORTH LINE OF EDWARDS ROAD IS N 83°32'53" W

JAN 03 2024

County: Franklin County, OH

ANX-05-24

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



LOT #20

LOT #19

ORD: C-57-99
IN 199909030226404
GROVE CITY

S 83°30'29" E
103.11'

103.11'
JACKSON TWP

RM BENTLEY LLC
INSTR No. 202110200190396
LOT 4 OF
RE-SUB'D OF PART OF RESERVE A
OF STRINGTOWN CONNECTION
PB 76 PG 20

DEED REFERENCE

RINEHART JACOB EDWARDS LLC

INST. #202203220045062

Ⓐ LOT 21

PARCEL No. 160-000449.00

ALLEN E. McDOWELL'S LITTLE FARMS
PB 17 P 284

LEGEND

ALL MONUMENTS FOUND OR SET ARE IN
GOOD CONDITION UNLESS OTHERWISE NOTED.

⊙ 1/2" Ø IRON PIPE (FOUND)

○ 5/8" Ø REBAR & YELLOW PLASTIC CAP
STAMPED "COTTRILL SURVEYING" (SET)

TOTAL PERIMETER OF ANNEXATION AREA
IS 990.96± FEET, OF WHICH 598.56±
FEET IS CONTIGUOUS WITH THE CURRENT
CORPORATION LINE OF GROVE CITY,
HAVING 60.4% CONTIGUITY.

— PROPOSED CORP LINE

— EXISTING CORP LINE



PROPOSED AREA

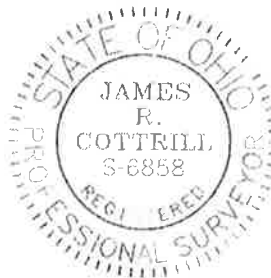
Subject to and with the benefit of
all legal highways, restrictions,
easements, limitations, and
reservations, of record, if any and
to zoning restrictions which have
been imposed thereon, if any.

POB

N 83°32'53" W
102.95'
0.118± AC
EDWARDS
102.93'
N 83°32'53" W

ROAD 50'

JACKSON TWP
GROVE CITY



ANNEXATION OF LOT 21,
VMS 8231, JACKSON TOWNSHIP,
FRANKLIN COUNTY, STATE OF OHIO.
SURVEY FOR RINEHART JACOB EDWARDS LLC.

SCALE : 1" = 60'
60' 30' 0 60'

FIELD CREW: MW
DRAWN BY: JRC
JOB No.: S231109
DATE DWN.: 7/28/22

COTTRILL SURVEYING, INC

15882 US 62, MT. STERLING, OH 43143
www.cottrillsurveying.com

PHONE 740.869.3811

I HEREBY CERTIFY THIS PLAT DEPICTS AN ACTUAL FIELD
SURVEY PERFORMED BY JAMES R. COTTRILL, P.S. #6858.
ON 07/28/22. THIS PLAT PREPARED 11/16/23

James R. Cottrill

DATE: 12/06/23

Date: 05/29/24
Introduced By: Ms. Burroughs
Committee: Lands
Originated By: Mr. Holt
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-24-24
1st Reading: 06-03-24
Public Notice: 06-04-24
2nd Reading: 06-17-24
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-24-24

AN ORDINANCE TO AMEND SECTION 1135.09(b)12A3 THE CODIFIED ORDINANCES OF GROVE CITY TITLED "SPECIAL USE PERMITS" FOR ANY RADIO AND/OR TELEVISION ANTENNAS OR ANTENNA TOWERS

WHEREAS, the City is experiencing low coverage and dead spots in cellular coverage; and

WHEREAS, Council adopted Ord. C-26-23 on Sept. 05, 2023, to contract with Arcadia Infrastructure I, LLC to perform an analysis and market public properties to cell tower carriers to help fill in the underserved areas; and

WHEREAS, in order to further assist in the availability of sites for cell tower development, an exemption is required.

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 1135.09(b)12A3 is hereby amended as follows:

3. A Special Use Permit, issued according to the provisions of the Zoning Code, shall be required for any radio and/or television antenna or antenna tower erected within the City. Such antenna or antenna tower shall be located only in an IND-1, IND-2, IND-3, CF, **SD-1, SD-3, or SD-4 District, or property owned by a political subdivision, as defined by Ohio Revised Code 2744.01.**

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

Christine Houk, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 06/10/24
Introduced By: Ms. Burroughs
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: C-25-24
1st Reading: 06/17/24
Public Notice: 06/18/24
2nd Reading: 08/05/24
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-25-24

AN ORDINANCE FOR THE REZONING OF 0.1893± ACRES LOCATED NORTH OF ROSE AVENUE AND WEST OF BROADWAY FROM R-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 June 06, 20124; 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 R-2 to PUD-R with Zoning Text:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 1338 *and being the entirety of Lot 23 of Eesley's Addition, as recorded in Official Records, Plat Book 10, Page 365., 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.

Christine Houk, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

C-25-24

Legal Description

Received By:
Grove City Development
05/01/24

Situated in the State of Ohio, County of Franklin, City of Grove City and being the entirety of lot 23 of Eesley's Addition, in Survey No. 1338, Virginia Military Survey, as recorded in Official Records, Plat Book 10, Page 395, Records Office, Franklin County, Ohio, and being more fully described in Exhibit A attached to and made a part hereof.

PLAT REFERENCE

LOT 23
EESLEY'S ADDITION
PB 10 PG 395
PARCEL No. 040-000742-00

LEGEND

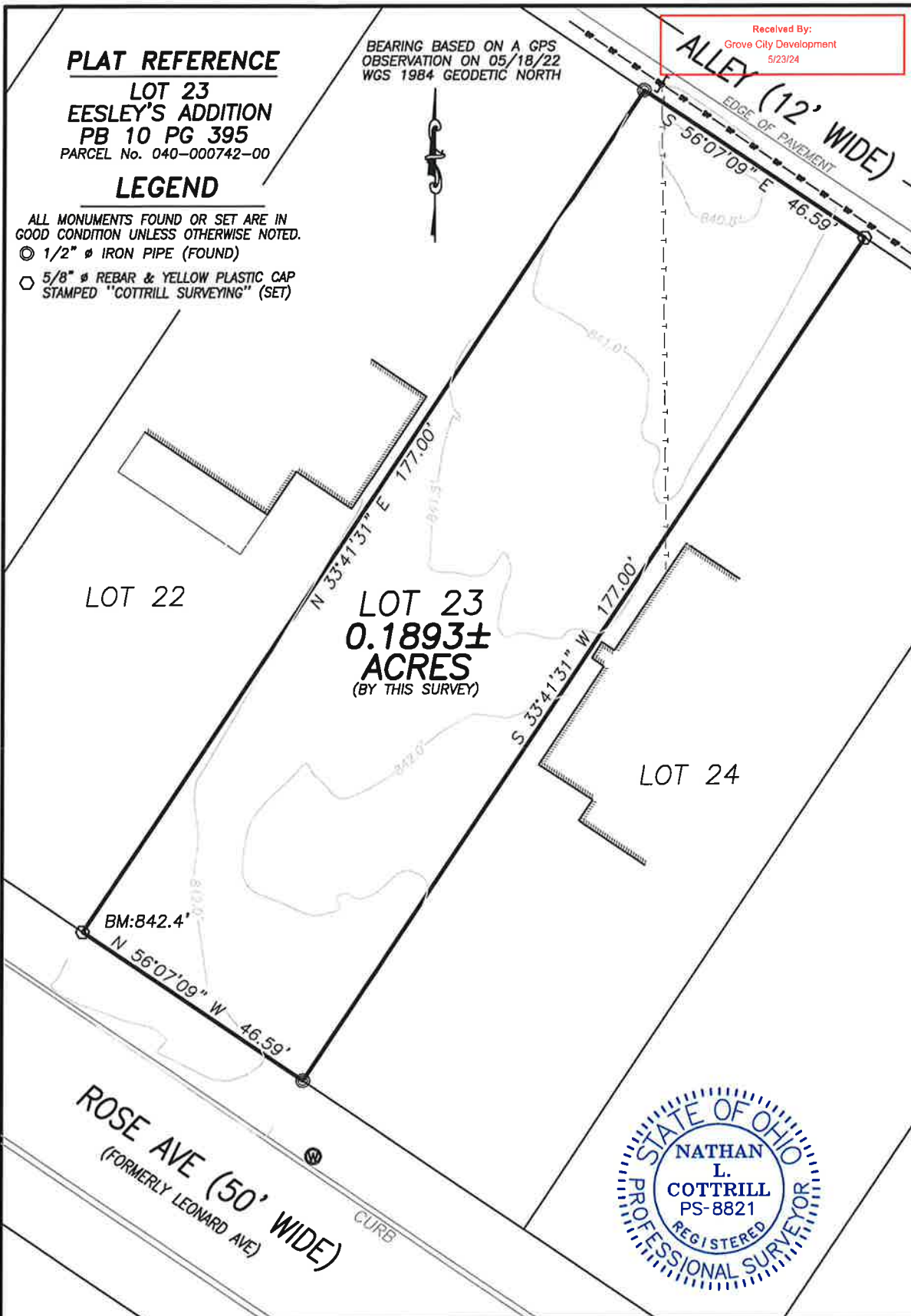
ALL MONUMENTS FOUND OR SET ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED.

⊙ 1/2" ⌀ IRON PIPE (FOUND)

○ 5/8" ⌀ REBAR & YELLOW PLASTIC CAP STAMPED "COTTRILL SURVEYING" (SET)

BEARING BASED ON A GPS OBSERVATION ON 05/18/22
WGS 1984 GEODETIC NORTH

Received By:
Grove City Development
5/23/24



LOT 23 OF EESLEY'S ADDITION,
VMS 1388, GROVE CITY,
FRANKLIN COUNTY, STATE OF OHIO.
RESURVEYED FOR CASTRO.

COTTRILL SURVEYING, INC

15882 US 62, MT. STERLING, OH 43143
www.cottrillsurveying.com
PHONE 740.869.3811

SCALE : 1" = 20'
20' 10' 0 20'

FIELD CREW: NC
DRAWN BY: NC
JOB No.: S220335
DATE DWN.: 05/2022

I HEREBY CERTIFY THIS PLAT DEPICTS AN ACTUAL FIELD
SURVEY PERFORMED BY NATHAN L. COTTRILL, P.S. #8821.

Nathan L. Cottrill

DATE: 05/19/22

Rose Castro
±0.19 Acres, 040-000742
PLANNED UNIT DEVELOPMENT---Industrial (PUD-R)

ZONING TEXT & DEVELOPMENT STANDARDS

I. Introduction

The project consists of one parcel being 0.19 acres located on Rose Avenue, PID 040-00742, and more specifically described in Exhibit "A". The lot shall be zoned PUD-R (Planned Unit Development – Residential) and will be developed in conformance with the Zoning Text & Development Standards ("Text") delineated herein.

II. Compatibility

The standards within this text have been drafted to ensure that the project is appropriate within the context of the surrounding area and establishes the necessary requirements to create standards and permitted uses appropriate for the site.

III. Severability

All provisions of this Text are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection, section or other provision is invalid or that the application of any part of the provision to any person or circumstances is invalid, the remaining provisions and the application of those provisions to other person or circumstances are not affected by that decision.

IV. Applicability

The standards and provisions outlined within the Text shall apply to the ±0.19 acres of land as described above unless otherwise approved by Grove City Council. Other provisions of the Grove City Code, including the Standard Drawings and other policies shall only apply to the extent that this Text does not address such matters.

V. Conflict

When there appears to be, or there is in fact, a conflict between the Text and the Zoning Code, the more restrictive requirement/standard shall apply.

VI. General Requirements

Permitted Uses

The property shall be permitted to contain one (1) duplex structure with two dwelling units and one (1) carriage house garage with storage over the garage as generally shown on Exhibit "B".

Setbacks

Duplex Structure

1. Front yard setback. The front yard setback shall be a minimum of 26 feet. The front porch may encroach into the minimum front setback by five (5) feet.
2. Rear yard setback. The rear yard setback shall be a minimum of ten (10) feet.
3. Side yard setback. The side yard setbacks shall be a minimum of four (4) feet.

Carriage House Garage Structure

1. Setback from service alley. The setback from the service alley shall be a minimum of thirty (30) feet. Driveways shall be permitted to encroach into this setback.
2. Side yard setback. The side yard setback shall be a minimum of seven (7) feet.

Driveway/Service Walks

1. Driveways. No curb cuts shall be permitted on Rose Avenue. Parking shall be located at the rear of the Carriage House garage to be accessed from the public alleyway. Parking areas shall be constructed of brick, concrete, or stone. If brick or stone are utilized, colors should coordinate with the architecture of the residence.
2. Service walks shall be made of brick, concrete, or stone that is compatible with the driveway.

Building

1. Architecture. The architectural style of the building will be as generally depicted in Exhibits "C" and "D". The elevation fronting on Rose Avenue shall contain at least three (3) of the following elements:
 - a. Front Porch measuring at least twenty (20) feet wide and five (5) feet deep.
 - b. Shutters
 - c. Roofline variation
 - d. Bump outs/façade offsets in excess of 1' 6".
 - e. First story windows totaling at least 75 square feet of glazing.
 - f. Chimney
 - g. Other architectural elements deemed appropriate to provide interest in the structure, as determined by the Development Director.
2. Materials. Materials and colors shall be those outlined in this text, or comparable alternatives.
 - a. Siding. Siding shall be vertical board and batten siding. Horizontal vinyl siding may be used provided it is a minimum thickness of 0.048". Siding shall be gray or other earth tones.
 - b. Trim. Trim shall be off white or other colors complimentary to the vinyl siding.
 - c. Doors. Front doors facing Rose Avenue shall be painted Navy or other colors complementary to the materials used elsewhere on the duplex structure.
 - d. Garage Doors. Doors shall be singular Wayne Dalton Model 9510 or other product similar in character. Doors shall be white.

Porch. The duplex structure shall include a front porch
3. Height. The maximum building height shall be 35 feet, measured from the grade of the front elevation of the building to the peak of roof. The carriage house garage shall be 28 feet from grade to peak of roof.
4. Porch. The primary residence shall provide a front porch on the home. The Front porch shall be permitted to encroach into the front setback by up to five (5) feet.
5. Garage. A three-car garage shall be permitted; Garage doors shall front on the service alley along the rear of the property.
6. Exposed Foundation. Exterior concrete or poured foundation walls exposed above grade shall be finished with brick, brick veneer, stone, cultured stone, stucco.

7. Detached structures. Detached accessory structures shall not be permitted.

Landscaping

1. Landscaping shall be required per section 1136.09(a)(1) or current standards for new residential developments.

Fencing

1. Any fencing on the lot shall be decorative in nature, with no chain link permitted. Permitted fencing material shall include vinyl, wood conditioned for exterior use, and metal.

Exhibit "A"

PLAT REFERENCE

LOT 23
EESLEY'S ADDITION
PB 10 PG 395
PARCEL No. 040-000742-00

LEGEND

ALL MONUMENTS FOUND OR SET ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED.

⊙ 1/2" Ø IRON PIPE (FOUND)

○ 5/8" Ø REBAR & YELLOW PLASTIC CAP STAMPED "COTTRILL SURVEYING" (SET)

BEARING BASED ON A GPS
OBSERVATION ON 05/18/22
WGS 1984 GEODETIC NORTH

Received By:
Grove City Development
5/01/24

ALLEY (12' WIDE)
EDGE OF PAVEMENT
S 56°07'09" E 46.59'

LOT 22

LOT 23
0.1893±
ACRES
(BY THIS SURVEY)

LOT 24

BM:842.4'

N 56°07'09" W 46.59'

N 33°41'31" E 177.00'

S 33°41'31" W 177.00'

ROSE AVE (50' WIDE)
(FORMERLY LEONARD AVE)

CURB



LOT 23 OF EESLEY'S ADDITION,
VMS 1388, GROVE CITY,
FRANKLIN COUNTY, STATE OF OHIO.
RESURVEYED FOR CASTRO.

COTTRILL SURVEYING, INC

15882 US 62, MT. STERLING, OH 43143

www.cottrillsurveying.com

PHONE 740.869.3811

I HEREBY CERTIFY THIS PLAT DEPICTS AN ACTUAL FIELD
SURVEY PERFORMED BY NATHAN L. COTTRILL, P.S. #8821.

SCALE : 1" = 20'
20' 10' 0 20'

FIELD CREW: NC

DRAWN BY: NC

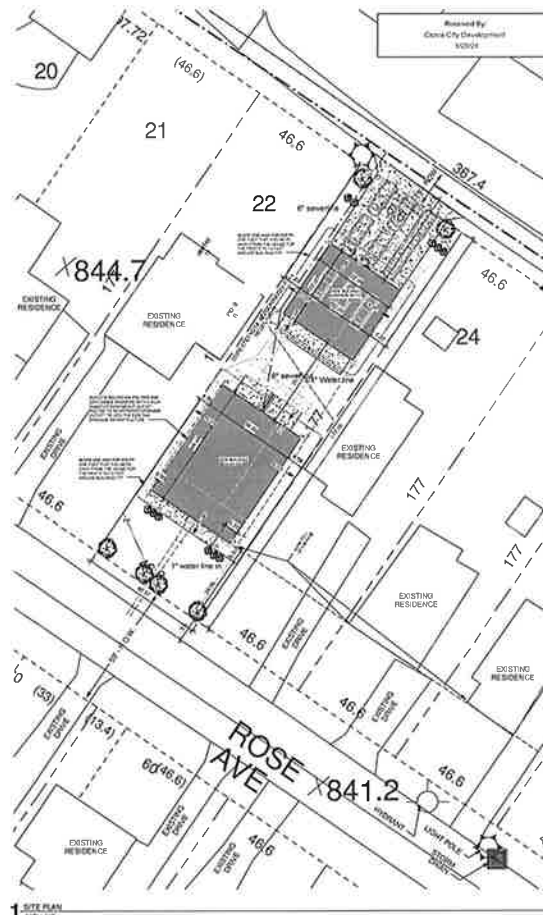
JOB No.: S220335

DATE DWN.: 05/2022

Nathan Cottrill

DATE: 05/19/22

Exhibit "B"



REVISIONS		
NO.	REVISION	DATE
1	Initial	08/08/23
2	Revised	08/18/23

DOCUMENT DISCLOSURE	
Drawings, specifications and other documents prepared by the Architect are the property of the Architect and shall remain confidential. The Architect shall not be held responsible for any errors or omissions in the drawings or specifications. The Architect shall not be held responsible for any construction defects or other issues arising from the construction of the project.	

SITE PLAN	
PID: 040-000742	ROSE AVE LOT 23
NOTE: LOT AREA 6,141 SQFT PROPOSED BUILDING AREA 2,812 SQFT LOT COVERAGE - 35% PAVED AREAS - 2,400 SQFT	

nestr	
www.nestr.com	818.702.7377
NOTE: ARCHITECTURAL SITE PLAN DOES NOT SUPERSEDE A PROFESSIONAL SURVEY CONDUCTED BY A LICENSED SURVEYOR	

Exhibit "C"

Received By:
Grove City Development
5/23/24

LEGEND

- CERTIFIED VERTICAL BOARD
- ROOF ASPHALT SHINGLES
- CONCRETE MASONRY UNIT
- VERTICAL BOARD AND BATTEN
- RYVIMED BOARD AND BATTEN

COLORS

- GRAY
- WHITE TRIM



DUPLEX

PID: 040-000742 ROSE AVE LOT 23



DUPLEX
P.D. 040-000742 ROSE AVE LOT 23

EXTERIOR ELEVATIONS

Scale: 1/8" = 1'-0"

AB.0

Exhibit "D"

Received By:
Grove City Development
3/23/24

LEGEND

[Pattern]	EXTERIOR WALLS/CLADDING
[Pattern]	ROOF MATERIAL/SHINGLES
[Pattern]	SKYLIGHTS/TRANSOMS
[Pattern]	SCREENING/SCREENED PORCH
[Pattern]	SP. WOOD BOARD AND BATTEN
[Pattern]	SLATE
[Pattern]	WHITE STONE

REVISIONS

NO.	DATE	DESCRIPTION
1	09/19/23	ISSUED FOR PERMIT
2	09/19/23	REVISED PER CITY COMMENTS

REVISIONS

NO.	DATE	DESCRIPTION
1	09/19/23	ISSUED FOR PERMIT
2	09/19/23	REVISED PER CITY COMMENTS

CARRIAGE HOUSE
PID: 040-000742 ROSE AVE LOT 23

nestrs
nests architectural studio
CARRIAGE HOUSE
PID: 040-000742 ROSE AVE LOT 23
EXTERIOR ELEVATIONS
Scale: 1/8" = 1'-0"
AB.0



1 ELEVATIONS
1/8" = 1'-0"

Date: 06/10/24
Introduced By: Ms. Burroughs
Committee: Lands
Originated By: Plan. Comm.
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: CR-24-24
1st Reading: 06/17/24
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-24-24

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR ROSE CASTRO DUPLEX WITH DETACHED GARAGE LOCATED NORTH OF ROSE AVENUE AND WEST OF BROADWAY

WHEREAS, on June 06, 2024, the Planning Commission recommended denial of the Development Plan for Rose Castro Duplex as submitted.

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

SECTION 1. This Council hereby approves the Development Plan for Rose Castro Duplex with detached garage located North of Rose Ave. and West of Broadway, as submitted.

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.

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

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

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 06/10/24
Introduced By: Ms. Burroughs
Committee: Lands
Originated By: Plan. Comm.
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: CR-25-24
1st Reading: 06/17/24
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-25-24

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR THE HARRIS PROPERTY LOCATED NORTH OF STATE ROUTE 665 AND WEST OF BORROR ROAD

WHEREAS, on June 06, 2024, the Planning Commission recommended approval of the Development Plan for the Harris Property with the following deviations:

1. A deviation shall be granted from Section VIII(D)(4)(a) of the Harris Farm Zoning Text to allow the 20-foot building setback along Hawthorne Parkway within Subarea D to be reduced by 12 feet for a total building setback of 8 feet;
2. A deviation shall be granted from Section VII(A)(1) of the Haris Farm Zoning Text to reduce the width of Hawthorne Parkway from the required 28 feet for public roadways to 26 feet.

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 the Harris Property located north of S.R. 665 and west of Borrer Road, contingent upon the deviations 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.

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 06/10/24
Introduced By: Mr. Dew
Committee: Service
Originated By: Plan. Comm.
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: CR-26-24
1st Reading: 06/17/24
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-26-24

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPLY FOR A LOAN, ACCEPT AND ENTER INTO A WATER POLLUTION CONTROL LOAN FUND AGREEMENT FOR THE PLANNING, DESIGN, AND/OR CONSTRUCTION OF WASTEWATER FACILITIES FOR THE COLUMBUS STREET 18-INCH RELIEF SEWER AND DESIGNATE A DEDICATED REPAYMENT SOURCE FOR THE LOAN

WHEREAS, the City seeks to upgrade its existing wastewater facilities; and

WHEREAS, the City intends to apply for a loan through the Water Pollution Control Loan Fund for the planning, design and/or construction of the wastewater or water facilities for the Columbus Street 18-inch Relief Sewer; and

WHEREAS, the Ohio Water Pollution Control Loan Fund requires the government authority to pass legislation for application of a loan and the execution of an agreement, as well as designating a dedicated repayment source.

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

SECTION 1. The City Administrator is hereby authorized to apply for a loan through the Water pollution Control Loan Fund; sign all documents for and enter into a Water Pollution Control Loan Fund Agreement with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design and/or construction of wastewater facilities for the Columbus Street 18-inch Relief Sewer.

SECTION 2. The dedicated source of repayment will be municipal income tax.

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

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

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

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 06/10/24
Introduced By: Mr. Dew
Committee: Service
Originated By: Ms. Kelly
Sponsor: Mr. Berry
Emergency: 30 Days:
Current Expense:

No.: CR-27-24
1st Reading: 06/17/24
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-27-24

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 903.05b OF THE CODIFIED ORDINANCES FOR THE ANNUAL ALUMNI SOFTBALL TOURNAMENT ON JULY 27 & 28, 2024 AT FRYER PARK

WHEREAS, the Annual Alumni Softball Tournament will be held at Fryer Park on July 27 and 28, 2024 and in the event of postponement due to rain, this tournament will be held on August 03 & 04; and

WHEREAS, Grove City Rotary Club wish to sell beer during this Alumni Tournament; and

WHEREAS, Section 903.05(a & b) of the Codified Ordinances of the City states: No drugs or alcoholic beverages shall be permitted on park property.

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

SECTION 1. The provisions of Section 903.5b of the Codified Ordinances that no alcoholic beverages be permitted on park property is hereby waived for the sale and consumption of alcoholic beverages provided by Grove City Rotary Club for this one occasion for the Alumni Softball Tournament at Fryer Park on July 27 and 28, 2024 and in the event of postponement due to rain, this provision shall be waived on August 03 & 04, 2024.

SECTION 2. The provisions shall only be waived between the hours of 11:00 a.m. to the end of the last game, not to extend beyond 10:30 p.m., within the areas designated in Exhibit "A". A Certificate of Liability Insurance shall be provided stating the City as a Certificate Holder and an additional insured with respect to \$1 million per occurrence; \$2 million aggregate liability limits and liquor liability coverage.

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

Christine Houk, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

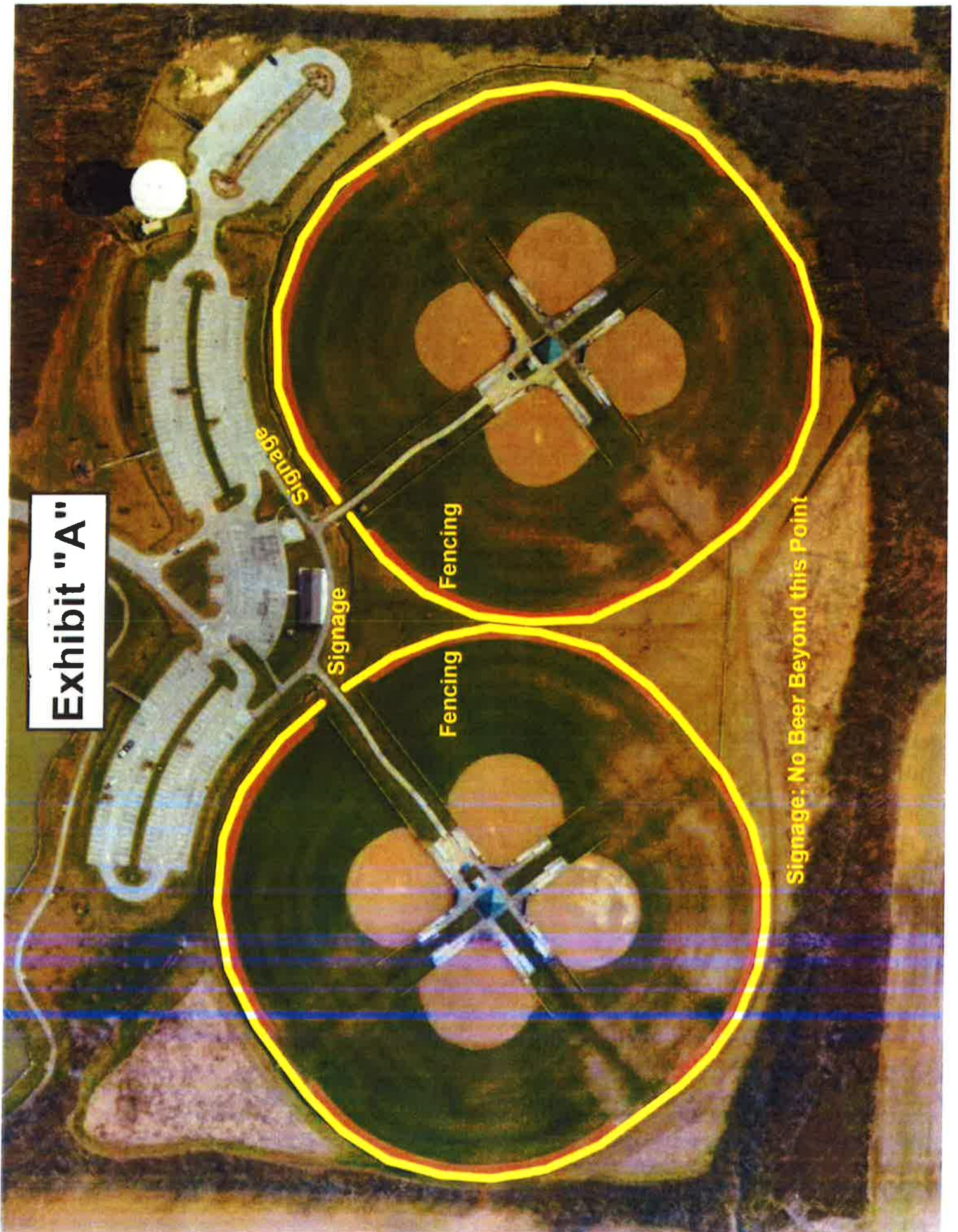
Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form.

Stephen J. Smith, Director of Law

Exhibit "A"



Date: 6-10-24
Introduced By: Mr. Sigrist
Committee: Finance
Originated By: Mr. Vedra
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-26-24
1st Reading: 06/17/24
Public Notice: 06/18/24
2nd Reading: 07/01/24
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-26-24

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF COLUMBUS FOR VIPER 9-1-1 SERVICES

WHEREAS, the City previously entered into an agreement with the City of Columbus for Viper 9-1-1 services in 2013 and 2018; and

WHEREAS, the current Viper controller is no longer supported and the parties wish to enter into a new agreement with the new technology and updating the terms and conditions; 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 enter into an agreement with the City of Columbus to connect to and use the City of Columbus 9-1-1 system upon the terms and conditions set forth in Exhibit A.

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

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-26-24

SERVICE AGREEMENT

This Service Agreement is executed effective _____, 2023 (the "Effective Date"), by and between the Department of Public Safety on behalf of the City of Columbus, Ohio, an Ohio municipal corporation ("Columbus") and Grove City, an Ohio municipal corporation (hereinafter "Contractee").

Background Information

WHEREAS, the parties originally executed an agreement for Viper 9-1-1 services on June 30, 2013 which was subsequently amended on December 31, 2018;

WHEREAS, the parties wish to modify their prior agreement;

WHEREAS, Contractee is in need of upgrading its current Viper 9-1-1 controller, which will no longer be supported by the manufacturer.

WHEREAS, Columbus, a primary public safety answering point in Franklin County, operates the Intrado VIPER system controller and Contractee has been working with Intrado for the installation of a VIPER Remote System, which will direct Contractee 9-1-1 calls to Contractee's emergency dispatching center through a remote connection to Columbus' VIPER system. This remote connection saves the Contractee the cost of installing its own full direct system;

WHEREAS, Contractee and Columbus are entering into this Service Agreement in order to set forth the parties' rights and obligations with respect to Contractee utilization of the VIPER Remote System through Columbus' VIPER system controller;-.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants and conditions contained therein, the parties hereto agree as follow:

Statement of Intent

The parties to this Service Agreement acknowledge that the Background Information and Whereas provisions stated above are hereby incorporated into this Agreement as substantive provision of this Agreement and hereby further state and agree as follows:

§1. Connection of Remote System to Columbus VIPER Controller. Beginning on January 1, 2024 and continuing thereafter so long as this Service Agreement is effective, Columbus shall permit Contractee to operate a VIPER Remote System for the Contractee's 9-1-1 emergency dispatching functions through a connection to the VIPER system controller that is currently being utilized by Columbus. Columbus shall, through its Intrado authorized service technician personnel only,

provide maintenance and repair to the VIPER Remote System as provided in this Service Agreement.

§2. Access to Install VIPER Remote System. Columbus shall provide access to Intrado personnel for the installation of the VIPER Remote System. Access shall include on-site physical access at Columbus' 1250 Fairwood Avenue location (the "Columbus Emergency Communications Center") by Intrado personnel as well as access to the Columbus VIPER system to ensure the full functionality of the connection between the remote and the direct systems. Should access be needed for third party vendors responsible for installing compatible communications hardware (e.g., T-1 lines and or fiber based circuits), Columbus shall make the Columbus Emergency Communications Center and the backup center accessible to such vendors.

§3. Service Availability. Columbus will provide standard maintenance and repair service and emergency service when necessary. Any issues relating to the failure of Contractee's 9-1-1 system would be considered the highest priority and immediate response would be required. In the event that Columbus is unable to remedy an issue, Columbus will coordinate contact with Intrado for service.

(a) Standard Service. Contractee can expect standard maintenance and repair service to be available 07:00 a.m. to 03:30 p.m., Monday through Friday (excluding holidays). Contractee may report service requests or issues at any time (24/7/365 days a year) by calling (614) 645-7344 option 2 or e-mailing 911supportgroup@columbus.gov. Columbus shall designate a Project Supervisor as a one-to-one personal contact for Contractee if necessary. In the event that the Project Supervisor will be unable to respond to service requests or issues, Columbus will provide Contractee with the name or names of qualified trained personnel who can respond. A live response is provided during standard service hours or after standard service hours for emergencies. All services or related components require regularly scheduled maintenance in order to meet established service levels. This will be accomplished during Columbus' standard service period. Contractee inquiries for scheduled maintenance activities should be directed to Columbus.

(b) Emergency Service. Services or related components might also require *unscheduled* emergency maintenance. These activities will render systems and applications unavailable for normal user interaction during emergency maintenance activities. Columbus shall provide Contractee with as much notice as possible if systems and applications will be unable to be used for any period of time in order that Contractee may make adequate arrangements to continue 9-1-1 emergency answering service to the general public by use of another primary public safety answering point in Franklin County that operates the Intrado VIPER system controller. Contractee will be provided with a rotating list of support personnel who will be on call for emergency service. The **responding** on-call person may not be the Project Supervisor or the regular support technician. The phone number for technical emergencies after standard operating hours is 614-645-7499 option 3.

(c) On-site Repairs. All maintenance and repairs provided to the VIPER Remote System by Columbus will initially be attempted by remote access. The payment for those services are included in the annual service payment schedules set forth in §7 below.

§4. Disaster Recovery. In the event of a total system failure at the Columbus Emergency Communications Center, the disaster recovery location for the City of Columbus is located in the Arlingate facility or other designated location. In order to continue providing 9-1-1 services during a period of system failure at the Fairwood Avenue facility, Contractee will be permitted access to operate its VIPER Remote System from a dispatching console within the Arlingate facility or other designated location. Columbus shall provide all access available to it to Intrado as its guarantee of functionality of the VIPER Remote System from the Arlingate facility or other designated location, and or work with Contractee to provide acceptable alternative solutions for emergency 9-1-1 access to its PSAP.

§5. Installation of and Training for Upgrades. As VIPER authorized service technicians, Columbus personnel will be responsible to install any VIPER Remote System upgrades released by Intrado and shall provide training to Contractee personnel as necessary for the upgrades. If required by Columbus, Contractee will receive training at the Columbus Communication Center.

§6. Term. The term of this agreement will commence on the January 1, 2024 and will terminate December 31, 2028. Contractee shall have the right to terminate this agreement effective any time after completion of the first five year term of this contract. Contractee shall provide Columbus with 120 days prior written notice of its intention to terminate for any reason after completion of the first five year term. At the termination of this agreement, Contractee shall be responsible to remove the VIPER Remote System and any related hardware installed by Contractee from the premises of the Columbus Emergency Communications Center, the Arlingate facility, or other designated location.

Because this agreement addresses emergency 911 dispatching services, should an issue arise that causes a concern about the effective implementation of either party's rights or obligations hereunder, the parties shall schedule a meeting or meetings to discuss the matter and shall work diligently and cooperatively to satisfactorily address it or seek an amendment to this agreement, if necessary.

§7. Cost. The annual costs for the services provided under this agreement shall be comprised of both an annual upgrade cost and an annual recurring maintenance cost:

A. Annual upgrade costs: (See attachment A)

- \$ 87,027.78 for year one starting in 2024
- \$ 17,405.36 for year two starting in 2025
- \$ 17,405.36 for year three starting in 2026
- \$ 17,405.36 for year four starting in 2027
- \$ 17,405.36 for year five starting in 2028

B. Annual recurring maintenance costs:

- \$5,500 a year per position for a total of \$22,000.00 per year starting in 2024
- \$5,500 a year per position for a total of \$22,000.00 per year starting in 2025
- \$5,500 a year per position for a total of \$22,000.00 per year starting in 2026
- \$5,500 a year per position for a total of \$22,000.00 per year starting in 2027
- \$5,500 a year per position for a total of \$22,000.00 per year starting in 2028

The charge will begin on January 1, 2024, and will be billed during the first quarter of each year. Payment is due within 30 days of the date of the invoice.

§8. Ownership of Equipment; Damage. Contractee is the owner, and shall maintain ownership, of the VIPER Remote System throughout the term of this agreement. Contractee shall assume the risk of damage to and/or destruction of the equipment through a policy of insurance. Columbus self-insures the building which houses the Columbus Communications Center and any losses or damages for which Columbus is liable will be paid from the appropriate City funds. Each party shall request its respective insurance company insuring the policies referenced herein to include a clause in or an endorsement to each such policy which waives all rights of subrogation against Columbus and Contractee, as the case may be, their officers and employees, which any insurance company may have or may assert. Notwithstanding anything in this §8 to the contrary, Columbus shall be responsible for damage to the equipment that may be caused by the willful or wanton misconduct of its employees.

§9. Default. Either party has the right to terminate this agreement for cause if the other party causes an event of default and the default is incapable of cure or, if being capable of cure, has not been cured within 120 days after receipt of written notice of such default or such additional time as the non-defaulting party may authorize in writing. Because the nature of the services provided in this agreement pertain to 9-1-1 emergency dispatching services, the parties will work diligently to resolve all disputes, which may include non-binding mediation or other forms of alternative dispute resolution, prior to any notice of termination being submitted.

An “event of default” under this Agreement occurs if either party fails to observe and perform any material agreement, term, or condition contained herein including timely payment of the annual costs for the services provided hereunder.

§10. Entire Agreement. This agreement shall constitute the entire agreement between Columbus and Contractee and shall supersede all prior understandings or agreements, representations, negotiations whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties approved by legislative action may modify this agreement.

§11. Notices. All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the other party as follows:

If to Grove City:

Deputy City Administrator
4035 Broadway
Grove City, Ohio 43123

If to Columbus:

Director of Public Safety, City of Columbus
Department of Public Safety
77 N. Front Street, 5th Floor
Columbus, Ohio 43215

§ 12. Controlling Law and Judicial Forum. All claims, counterclaims, disputes and other matters in questions between Columbus, its agents and employees and Grandview, its agents and employees arising out of and relating to this Agreement or its breach thereof shall be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

§ 13. No Waiver of Remedies. Failure of either party to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of any remedy available to such party.

§14. Interpretation and Severability. In the event any provision of this agreement is determined by a court of competent jurisdiction to be void, the remaining provisions of this agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.

§15. Counterparts and Construction. This agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this agreement and are for convenience only.

§16. Approval of Agreement. It is agreed that this Agreement shall not be in force until, it has been signed by both parties and approval as to legal form and correctness has been provided by both parties duly authorized legal counsel.

In witness whereof, the parties have executed this agreement on the date set forth at the beginning.

GROVE CITY
An Ohio municipal corporation

CITY OF COLUMBUS

By _____

By _____

Name:

Name:

Title:

Title: Director, Department of Public
Safety

Approved as to form by

Attorney

Approved as to form by
Columbus City Attorney's Office

Date: 06/10/24
Introduced By: Mr. Sigrist
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: _____

No.: C-28-24
First Reading: 06/17/24
Public Notice: 0 / /24
2nd Reading: 0 / /24
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR-28-24

A RESOLUTION TO ACCEPT THE DONATION OF \$10,000.00 FOR PLANTINGS IN THE BEULAH PARK CONSERVATION EASEMENT AND THANK THE BERRY FAMILY FOR THEIR GENEROUS GIFT

WHEREAS, as part of the Beulah Park Subdivision development, the 24 acre stream basin was put into a Conservation Easement; and

WHEREAS, the original development plan showed a bike path that would traverse along the stream basin connecting downtown Grove City with Westgrove and Breck Park; and

WHEREAS, Mr. Berry worked with the Mayor, Administration and the Developer to have the 24 acre stream basin donated to the City, connecting the Town Center with Beulah Park and west to Breck Park. The donation of the stream basin connects over 80 acres of public land and parks; and

WHEREAS, Mr. Berry, and his family, have personally donated an initial \$10,000.00 to add plantings and other amenities to the Beulah Park Conservation Easement area; and

WHEREAS, it is desirous to phase in features to this area such as various plantings, mowed paths, animal and bird habitats and educational kiosks.

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

SECTION 1. The City hereby accepts the donation of \$10,000.00 from the Berry Family to be used to enhance the Conservation Easement in Beulah Park through plantings and other amenities.

SECTION 2. Sincere thanks are hereby expressed to Mr. Ted Berry and his family for this generous donation and his leadership in preserving this area and his commitment to making Grove City a sustainable community. Signage be placed in the conservation easement to recognize the Berry family.

SECTION 3. The City will work with Mr. Berry and his family to implement a landscape/planting plan, with amenities, that is acceptable to both parties.

SECTION 4. The resolution shall take effect at the earliest opportunity afforded by law.

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
resolution is correct as to form.

Stephen J. Smith, Director of Law

CR-28-24

