GROVE CITY, OHIO - CITY COUNCIL
Agenda

January 6, 2025 7:00 PM

Call to Order	Roll Call	Approval of Minutes	Welcome & Reading of Agenda

LANDS: Ms. Burroughs

Ordinance C-59-24	Accept the Plat of Courtyards at Mulberry Run. Section 2. Second reading and public hearing.
Ordinance C-60-24	Approve a Special Use Permit for a Marijuana Dispensary for Ohio Cannabis Company located at 1947 Stringtown Road. Second reading and public hearing.
Resolution CR-01-25	Waive certain provisions of Section 1101.07(b) of the Codified Ordinances for Wright Graphic Design as adopted by Res. CR-03-24.

SERVICE: Mr. Dew

Resolution CR-02-25	Amend Resolution CR-33-24 to form the Charter Review Committee for the express purpose of reviewing the City's Form of Government.

FINANCE:

Ordinance C-62-24	Appropriate $10,000.00 from the OneOhio Opioid Settlement Fund for Start Talking South-Western City, Inc. dba Start Talking! Grove City. Second reading and public hearing.
Ordinance C-01-25	Authorizing the City Administrator to enter into a Master Supply Agreement for the purchase of Competitive Retail Electric Service from Direct Energy Business and declare an emergency.

ADMIN: Mr. Holt

Ordinance C-02-25	Amend Section 161.10 of the Codified Ordinances titled Employee Status, Number of Employees per Department, Pay Grades. First reading.

Call for New Business   Call for Dept. Reports & Closing Comments   Adjourn

ON FILE   Minutes of: 12/16/24 Council

Date: 12/09/24	No.: C-59-24
Introduced By: Ms. Burroughs	1st Reading: 12/16/24
Committee: Lands	Public Notice: 12/17/24
Originated By: Plan Comm	2nd Reading: 01/06/26
Approved: ____	Passed: ____ Rejected: ____
Emergency: ___ 30 Days: X	Codified: ___ Code No: ___
Current Expense: ____	Passage Publication: ____

ORDINANCE C-59-24

AN ORDINANCE TO ACCEPT THE PLAT OF
COURTYARDS AT MULBERRY RUN, SECTION 2

WHEREAS, Courtyards at Mulberry Run, Section 2, a subdivision containing lots 1 – 40 inclusive, and Reserve "A, B and E", has been submitted to Council for their consideration.

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

SECTION 1. The Plat of Courtyards at Mulberry Run, Section 2, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 8321, being a subdivision containing 10.625 acres of land, more or less. Said 10.625 acres being all of a 10.627 acre tract of land conveyed to Epcon Mulberry Run LLC, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

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

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

____
Christine Houk, President of Council

Passed: ______________________________ Effective:

Richard L. Stage, Mayor

Attest: ______________________________

Tami K. Kelly, MMC, Clerk of Council

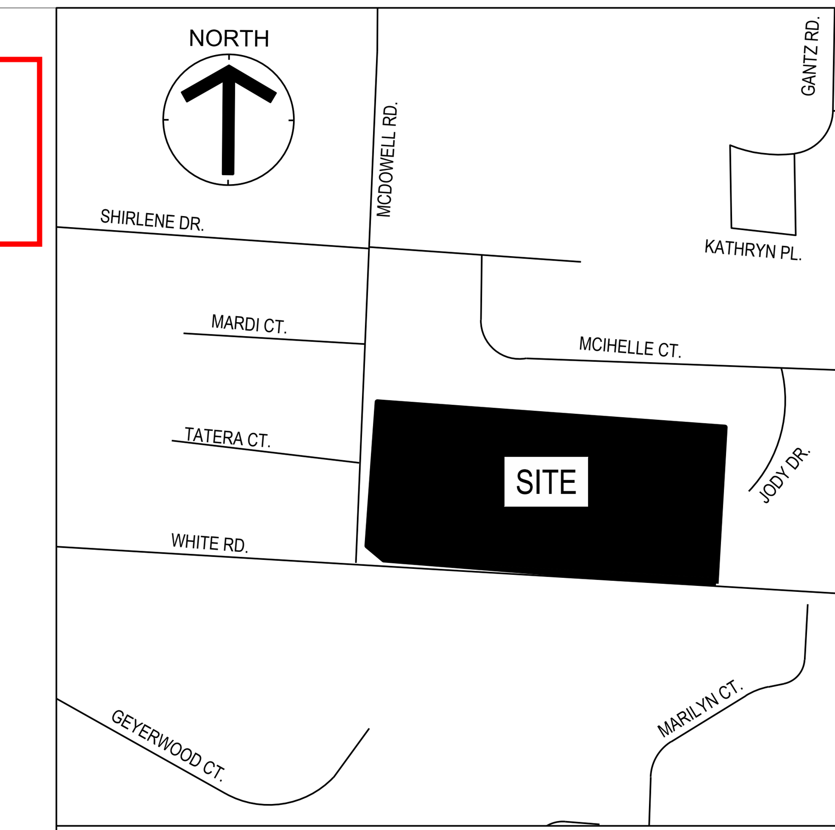
I Certify that this ordinance
is correct as to form.

____
Stephen J. Smith, Director of Law

COURTYARDS AT MULBERRY RUN SECTION 2

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GROVE CITY,
VIRGINIA MILITARY SURVEY NO. 8231

Received By:
Grove City Development
12/3/24



VICINITY MAP NOT TO SCALE

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GROVE CITY AND LOCATED IN VIRGINIA MILITARY SURVEY NUMBER 8231, BEING A SUBDIVISION CONTAINING 10.625 ACRES OF LAND, MORE OR LESS, AND BEING ALL OUT OF THAT 10.627 ACRE TRACT OF LAND, AS CONVEYED TO EPCON MULBERRY RUN, LLC, AN OHIO LIMITED LIABILITY COMPANY OF RECORD IN INSTRUMENT NUMBER 202308150082548 ALL REFERENCE'S REFER TO THE RECORDS OF THE RECORDER'S OFFICE, FRANKLIN COUNTY OHIO.

THE UNDERSIGNED, EPCON MULBERRY RUN, LLC, OWNER OF THE LANDS PLATTED HEREIN, DULY AUTHORIZED IN THE PREMISES, DOES HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS ITS "COURTYARDS AT MULBERY RUN SECTION 2", A SUBDIVISION CONTAINING LOTS NUMBERED 1-40, RESERVE "A", RESERVE "B" AND RESERVE "E" INCLUSIVE, AND DOES HEREBY ACCEPT THIS PLAT.

EASEMENTS, WITHIN THOSE AREAS DESIGNATED AS "SANITARY EASEMENT" (SAN ESMT.), AND "EMERGENCY ACCESS EASEMENT" ON THIS PLAT, ARE HEREBY GRANTED TO THE CITY OF GROVE CITY, OHIO, THEIR SUCCESSORS AND ASSIGNS. EACH OF THE AFOREMENTIONED DESIGNATED EASEMENTS PERMIT THE CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC AND QUASI PUBLIC UTILITIES, ABOVE, BENEATH AND ON THE SURFACE OF THE GROUND, AND WHERE NECESSARY, ARE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS AND LANDS AND FOR STORM WATER DRAINAGE.

IN WITNESS WHEREOF, CRAIG CHERRY, REGIONAL PRESIDENT, HAS CAUSED THIS PLAT TO BE EXECUTED BY THIS DULY AUTHORIZED OFFICE.

THIS _______ DAY OF __________, __________

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:	EPCON MULBERRY RUN, LLC, AN OHIO LIMITED LIABILITY COMPANY
BY: ________________ WITNESS	______________________________ CRAIG CHERRY REGIONAL PRESIDENT,
________________ WITNESS	

STATE OF OHIO
COUNTY OF FRANKLIN:

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED CRAIG CHERRY, REGIONAL PRESIDENT, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED OF SAID EPCON MULBERRY RUN, LLC, AN OHIO LIMITED COMPANY FOR THE USES AND PURPOSES EXPRESSED THEREIN.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL

THIS ___________ DAY OF __________________, NOTARY PUBLIC WITH SEAL

MY COMMISSION EXPIRES ____________________, ______________________

APPROVED THIS ________ DAY OF _____________20__	______________________________ CHAIRPERSON, PLANNING COMMISSION, GROVE CITY, OHIO
APPROVED THIS ________ DAY OF _____________20__	______________________________ CITY ENGINEER, GROVE CITY, OHIO
APPROVED THIS ________ DAY OF _____________20__	______________________________ DIRECTOR OF PUBLIC SERVICE, GROVE CITY, OHIO
APPROVED THIS ________ DAY OF _____________20__	______________________________ MAYOR, GROVE CITY, OHIO
APPROVED THIS ________ DAY OF _____________20__	APPROVED AND ACCEPTED BY ORDINANCE No. ___________, PASSED THIS DAY OF ______________________, WHEREIN THE PLAT OF COURTYARDS AT MULBERRY RUN SECTION 2 IS ACCEPTED BY THE COUNCIL OF THE CITY OF GROVE CITY.
APPROVED THIS ________ DAY OF _____________20__	______________________________ CLERK OF COUNCIL, GROVE CITY, OHIO
TRANSFERRED THIS _______ DAY OF _______,_____	______________________________ AUDITOR, FRANKLIN COUNTY OHIO
	______________________________ DEPUTY AUDITOR, FRANKLIN COUNTY OHIO
FILED FOR RECORD THIS _______ DAY OF _______, _____ AT _______, FEE ___________	______________________________ RECORDER, FRANKLIN COUNTY OHIO
AT _______, FEE ___________ FILE No. ______________________ PLAT BOOK_______, PAGE _________	______________________________ DEPUTY RECORDER, FRANKLIN COUNTY OHIO

PLAT NOTES: PLAT NOTES WITH REGARD TO COURTYARDS AT MULBERY RUN SECTION 2 ARE LOCATED ON PAGE 2 OF 3.

BASIS OF BEARING

OHIO STATE PLANE COORDINATE SYSTEM, OHIO SOUTH ZONE, NAD83 (2011) AS DETERMINED BY A SERIES OF GPS OBSERVATIONS USING ODOT RTN NETWORK, WITH A BEARING OF SOUTH 86° 51' 47" WEST FOR A PORTION OF THE CENTERLINE OF WHITE ROAD, BETWEEN FRANKLIN COUNTY GEODETIC SURVEY MONUMENTS 6606 RESET AND 6607 RESET.

SOURCE OF DATA

THE SOURCES OF RECORDED SURVEY DATA REFERENCED IN THE PLAN AND TEXT OF THIS PLAT ARE THE RECORDS OF THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

CESO IRON PIN LEGEND

○	IRON PIPE FOUND
◎	IRON PIN FOUND
◉	IRON PIN TO BE SET (5/8"x30" REBAR W/ CESO CAP)
△	MAG NAIL SET
●	PERMANENT MARKER SET (1"X30" REBAR W/ ALUMINUM CESO CAP)
▣	FRANKLIN COUNTY MONUMENT

CERTIFICATION

WE DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ATTACHED PREMISES, PREPARED THE ATTACHED PLAT, AND THAT SAID PLAT IS CORRECT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

STATE OF OHIO
MATTHEW J. ACKROYD
S-8897
REGISTERED
PROFESSIONAL SURVEYOR

12/3/24

MATTHEW ACKROYD, P.S. DATE:
OHIO P.S. NO. 8897
2800 CORPORATE EXCHANGE DRIVE, SUITE 400
COLUMBUS, OHIO 43231

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WWW.CESOINC.COM

COURTYARDS AT MULBERRY RUN SECTION 2

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GROVE CITY
V.M.S. NO. 8231

Revisions / Submissions

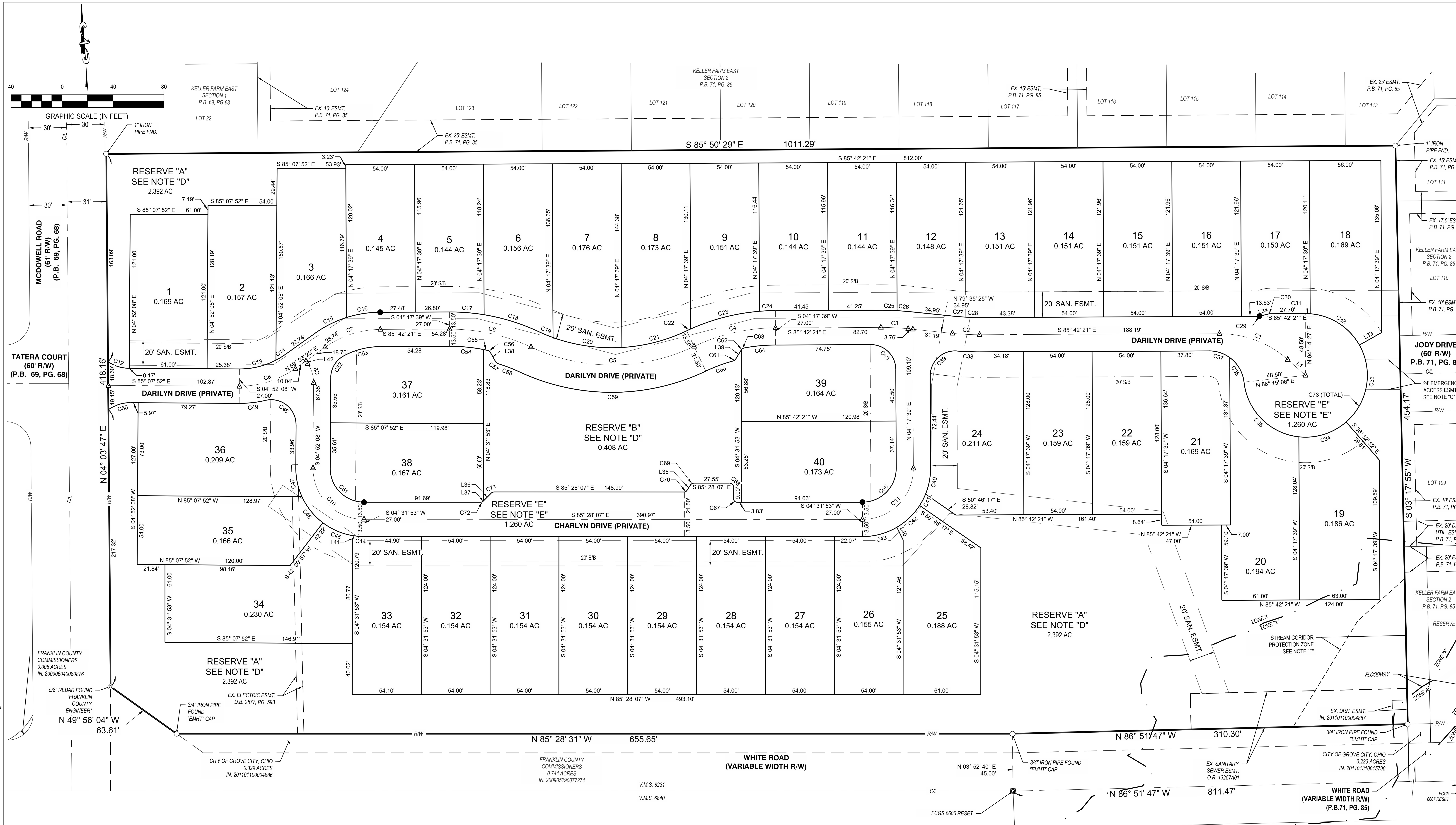
ID	Description	Date

Project Number:	761942
Scale:	N/A
Drawn By:	OPG
Checked By:	ALB/MJA
Date:	12/3/2024
Issue:	N/A

Drawing Title:
PLAT

1

W:\PROJECTS\EPCON COMMUNITIES\761942_MulberryRun\04-SURVEY\Dwg\761942-EPCON-MULBERRY-SEC 2.dwg - 11/22/2024 - Owen Goodheart



NOTE "A": THE 10.625 ACRE TRACT OF LAND SHOWN HEREIN IS LOCATED IN ZONE "X" (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD), ZONE X (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND ZONE AE (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD) AND FLOODWAY WITHIN ZONE AE (AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT) AS SHOWN ON THE FLOOD INSURANCE RATE MAP (DATED JUNE 17, 2008) THE COUNTY OF FRANKLIN, OHIO COMMUNITY PANEL NO. 39049C0406K.

NOTE "B" ACREAGE BREAKDOWN:

ACREAGE IN R/W	0.000 ACRES
ACREAGE IN RESERVE "A"	2.392 ACRES
ACREAGE IN RESERVE "B"	0.408 ACRES
ACREAGE IN RESERVE "E" (PRIVATE DRIVE)	1.260 ACRES
ACREAGE IN REMAINING LOTS	6.565 ACRES
TOTAL ACREAGE (PID 040-017647)	10.625 ACRES

NOTE "C": AT THE TIME OF PLATTING ELECTRIC, CABLE AND TELEPHONE SERVICE PROVIDERS HAVE NOT ISSUED INFORMATION REQUIRED SO THAT EASEMENT AREAS, IN ADDITION TO THOSE SHOWN ON THIS PLAT AS DEEMED NECESSARY BY THESE PROVIDERS FOR THE INSTALLATION AND MAINTENANCE OF ALL OF THEIR MAIN LINE FACILITIES, COULD CONVENIENTLY BE SHOWN ON THIS PLAT. EXISTING RECORDED EASEMENT INFORMATION ABOUT "COURTYARDS AT MULBERRY RUN SECTION 2" OR ANY PART THEREOF CAN BE ACQUIRED BY A COMPETENT EXAMINATION OF THE THEN CURRENT PUBLIC RECORDS, INCLUDING THOSE IN THE FRANKLIN COUNTY RECORDER'S OFFICE.

NOTE "D": RESERVE "A" AND RESERVE "B", AS DESIGNATED AND DELINEATED HEREON, ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION COMPRISED OF THE FEE SIMPLE LOTS AS DELINEATED IN "COURTYARDS AT MULBERRY RUN SECTION 2" FOR THE PURPOSE OF OPEN SPACE, RECREATION AND STORM WATER CONTROL AND MAINTENANCE.

NOTE "E": RESERVE "E", AS DESIGNATED AND DELINEATED HEREON, SHALL BE OWNED AND MAINTAINED BY "COURTYARDS AT MULBERRY RUN" HOMEOWNER'S ASSOCIATION COMPRISED OF THE SIMPLE LOTS AS DELINEATED IN "COURTYARDS AT MULBERRY RUN". A NON-EXCLUSIVE ACCESS EASEMENT IS HEREBY GRANTED WITHIN RESERVE "E" TO ANY GOVERNMENT EMPLOYEE OR LICENSEES FOR ITS USE IN THE COURSE OF PROVIDING POLICE, FIRE, MEDICAL OR OTHER GOVERNMENTAL SERVICES TO LOTS AND LANDS ADJACENT TO RESERVE "E".

NOTE "F" : THE "STREAM CORRIDOR PROTECTION ZONE" SHALL FOREVER BE RESTRICTED FROM DEVELOPMENT WITH BUILDINGS, STRUCTURES, AND USES AND THE NATURAL STATE OF SAID ZONE SHALL REMAIN UNDISTURBED. IT IS ALSO THE INTENT AND PURPOSE OF THE STREAM CORRIDOR PROTECTION ZONE TO RESTRICT AND FORBID ANY ACTIVITY OR USE WHICH WOULD AS A NATURAL CONSEQUENCE OF SUCH, IMPEDE OR MAKE MORE DIFFICULT THE ACCOMPLISHMENT OF THE PURPOSE OF WHICH THE SAID ZONE WAS CREATED.

ADDITIONAL RESTRICTIONS INCLUDE:

1. NO DUMPING OR BURNING OF REFUSE.
2. NO HUNTING OR TRAPPING.
3. NATURAL RESOURCES OF THE ZONES SHALL REMAIN UNDISTURBED AND NO TOPSOIL, SAND, GRAVEL, OR ROCK SHALL BE EXCAVATED, REMOVED OR GRADED.
4. NOTHING SHALL BE PERMITTED TO OCCUR ON THE PREMISES WHICH WOULD CONTRIBUTE TO THE EROSION OF THE LAND AND NO TREES SHALL BE CUT OR REMOVED, EXCEPT FOR THE REMOVAL OF SUCH DEAD DISEASED, NOXIOUS, OR DECAYED TREES OR VEGETATION WHICH MAY BE REQUIRED FOR CONSERVATION OR SCENIC PURPOSES, OR FOR REASONS OF PUBLIC SAFETY.
5. NO PRIVATE ENCROACHMENT SHALL BE PERMITTED, SUCH AS, BUT NOT LIMITED TO, PLANTING OF FLOWERS, SHRUBS, GARDEN MATERIAL, ETC., DUMPING OF TRASH OR DEBRIS, OR THE INSTALLATION OF ANY TYPE OF RECREATION OR OTHER FACILITY OR CONVENIENCE.
6. A BIKE PATH AND A RETENTION FACILITY AS SHOWN ON THE APPROVED ENGINEERING PLAN ARE PERMITTED TO BE CONSTRUCTED WITHIN THE "STREAM CORRIDOR PROTECTION ZONE"

NO ROADWAY OR ANY FACILITY OF ANY PUBLIC UTILITY OTHER THAN EXISTING ROADWAYS AND PUBLIC UTILITY FACILITIES OR THOSE OUTLINED IN THE ORIGINAL PLAN SHALL BE PERMITTED TO BE CONSTRUCTED OR INSTALLED IN THE PREMISES.

NOTICE IS HEREBY GIVEN TO THE OWNERS OF ALL OF THE LOTS IN THE COURTYARDS AT MULBERRY RUN SUBDIVISION(S) THAT THE CITY OF GROVE CITY, OHIO, SHALL BE HELD HARMLESS FOR ANY ISSUES AND/OR IMPACTS ARISING FROM THE AREA DELINEATED AND SHOWN HEREON AS "STREAM CORRIDOR PROTECTION ZONE" INCLUDING, BUT NOT LIMITED TO STORM WATER DRAINAGE, INSECT CONTROL OR WET SOIL CONDITIONS.

NOTE "G": AN EMERGENCY ACCESS EASEMENT IS HEREBY GRANTED FOR EMERGENCY SERVICES INGRESS/EGRESS ONLY.

*SEE SHEET 3 OF 4 FOR SANITARY EASEMENT LOCATION

CESO IRON PIN LEGEND

- ○ IRON PIPE FOUND
- ◎ IRON PIN FOUND
- ◉ IRON PIN TO BE SET (5/8"x30" REBAR W/ CESO CAP)
- △ MAG NAIL SET
- ● PERMANENT MARKER SET (1"X30" REBAR W/ ALUMINUM CESO CAP)
- ▣ FRANKLIN COUNTY MONUMENT

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COURTYARDS AT MULBERRY RUN SECTION 2

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GROVE CITY
V.M.S. NO. 8231

Revisions / Submissions

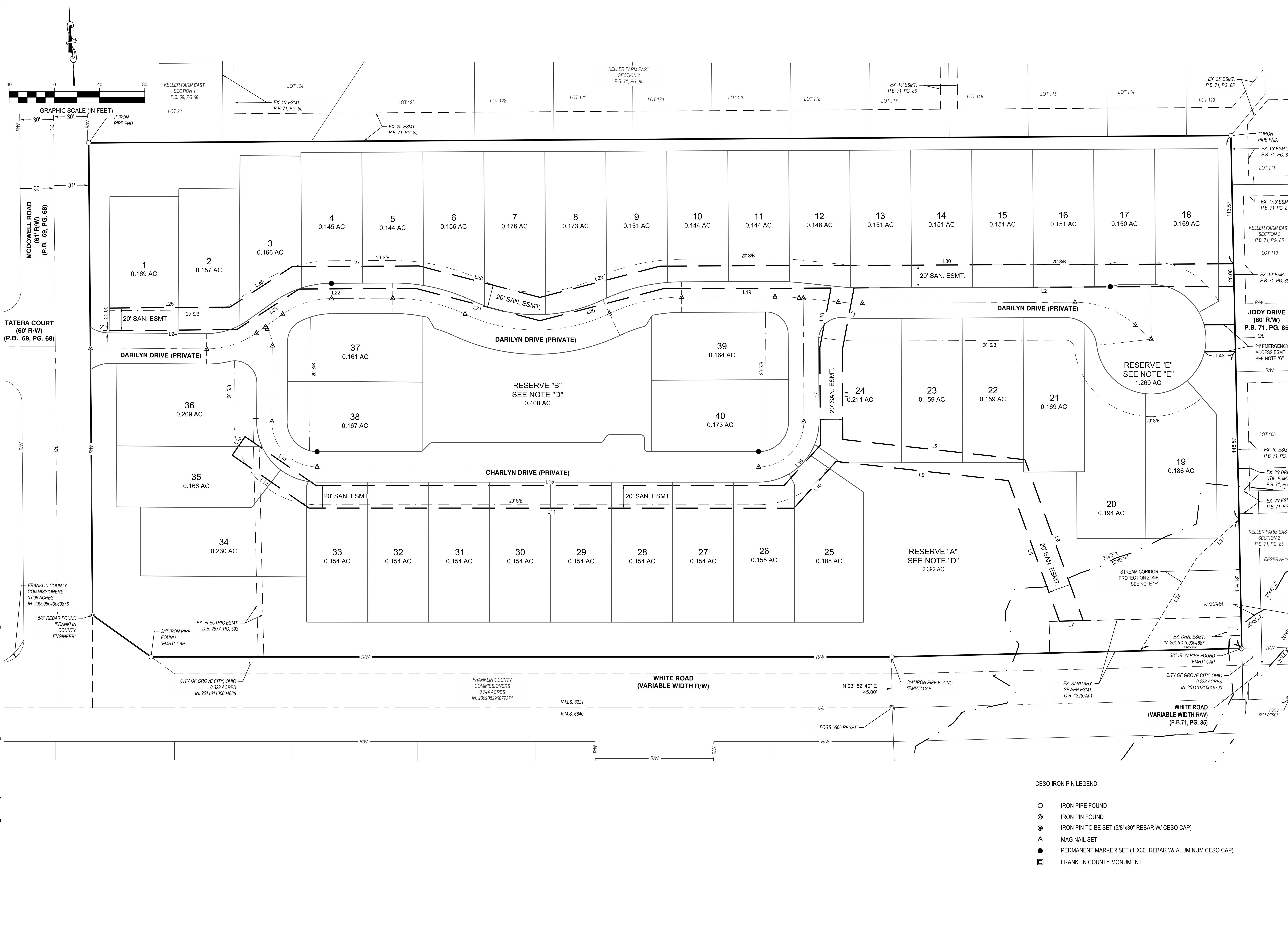
ID	Description	Date

Project Number:	761942
Scale:	1"=40'
Drawn By:	OPG
Checked By:	ALB/MJA
Date:	12/3/2024
Issue:	N/A

Drawing Title:

PLAT

2



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COURTYARDS AT MULBERRY RUN SECTION 2

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GROVE CITY
V.M.S. NO. 8231

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Project Number:	761942
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Date:	12/3/2024
Issue:	N/A

Drawing Title:

EASEMENTS

3

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COURTYARDS AT MULBERRY RUN SECTION 2

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GROVE CITY,
VIRGINIA MILITARY SURVEY NO. 8231

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD	DELTA ANGLE
C1	80.00'	58.61'	N64° 42' 59"W, 57.31'	41° 58' 44"
C2	200.00'	21.35'	N82° 38' 53"W, 21.34'	6° 06' 56"
C3	200.00'	21.35'	N82° 38' 53"W, 21.34'	6° 06' 56"
C4	150.00'	66.05'	S81° 40' 45"W, 65.52'	25° 13' 47"
C5	150.00'	132.10'	N85° 42' 21"W, 127.88'	50° 27' 35"
C6	150.00'	66.05'	N73° 05' 28"W, 65.52'	25° 13' 47"
C7	75.00'	46.13'	S76° 40' 30"W, 45.40'	35° 14' 17"
C8	75.00'	46.88'	N76° 57' 45"E, 46.12'	35° 48' 45"
C9	25.00'	15.63'	S13° 02' 15"E, 15.37'	35° 48' 45"
C10	40.00'	63.07'	S40° 18' 00"E, 56.73'	90° 20' 15"
C11	40.00'	63.00'	N49° 24' 46"E, 56.69'	90° 14' 14"
C12	29.50'	17.60'	S68° 02' 05"E, 17.34'	34° 11' 34"
C13	61.50'	29.76'	S81° 00' 20"W, 29.47'	27° 43' 35"
C14	61.50'	8.68'	S63° 05' 57"W, 8.67'	8° 05' 10"
C15	88.50'	27.50'	S67° 57' 27"W, 27.39'	17° 48' 09"
C16	88.50'	26.93'	S85° 34' 35"W, 26.83'	17° 26' 08"
C17	163.50'	27.33'	S80° 55' 02"E, 27.30'	9° 34' 39"
C18	163.50'	44.67'	S68° 18' 08"E, 44.53'	15° 39' 08"
C19	136.50'	12.47'	S63° 05' 39"E, 12.47'	5° 14' 10"
C20	136.50'	54.96'	S77° 14' 52"E, 54.59'	23° 04' 17"
C21	136.50'	52.78'	N80° 08' 26"E, 52.45'	22° 09' 09"
C22	163.50'	3.46'	N69° 40' 14"E, 3.46'	1° 12' 45"
C23	163.50'	55.98'	N80° 05' 05"E, 55.70'	19° 36' 59"
C24	163.50'	12.56'	S87° 54' 23"E, 12.56'	4° 24' 04"
C25	213.50'	12.76'	S83° 59' 38"E, 12.76'	3° 25' 26"
C26	213.50'	10.03'	S80° 56' 10"E, 10.03'	2° 41' 30"
C27	186.50'	9.28'	S81° 00' 59"E, 9.28'	2° 51' 08"
C28	186.50'	10.62'	S84° 04' 27"E, 10.62'	3° 15' 48"
C29	2.50'	0.61'	N87° 16' 34"E, 0.61'	14° 02' 10"
C30	3.50'	0.86'	N87° 16' 34"E, 0.86'	14° 02' 10"
C31	48.50'	3.87'	S83° 28' 21"E, 3.87'	4° 34' 27"
C32	48.50'	47.66'	S53° 01' 54"E, 45.77'	56° 18' 27"
C33	48.50'	66.31'	S14° 17' 13"W, 61.26'	78° 19' 49"
C34	48.50'	39.96'	N77° 03' 28"E, 38.84'	47° 12' 40"
C35	48.50'	65.68'	S40° 32' 32"E, 60.77'	77° 35' 19"
C36	27.50'	22.98'	S25° 41' 02"E, 22.31'	47° 52' 17"
C37	27.50'	17.32'	S67° 39' 46"E, 17.04'	36° 05' 11"

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD	DELTA ANGLE
C38	213.50'	17.72'	N83° 19' 40"W, 17.72'	4° 45' 22"
C39	19.50'	32.25'	S51° 40' 20"W, 28.70'	94° 45' 22"
C40	53.50'	20.89'	S15° 28' 42"W, 20.75'	22° 22' 07"
C41	53.50'	10.09'	S32° 04' 03"W, 10.08'	10° 48' 35"
C42	53.50'	24.96'	N50° 50' 22"E, 24.74'	26° 44' 02"
C43	53.50'	28.32'	S79° 22' 08"W, 27.99'	30° 19' 30"
C44	53.50'	7.74'	N81° 19' 32"W, 7.73'	8° 17' 10"
C45	53.50'	26.88'	S62° 47' 11"E, 26.60'	28° 47' 31"
C46	53.50'	26.48'	N34° 12' 42"W, 26.21'	28° 21' 26"
C47	53.50'	23.25'	N7° 34' 56"W, 23.07'	24° 54' 07"
C48	19.50'	35.23'	N46° 53' 09"W, 30.63'	103° 30' 34"
C49	88.50'	20.87'	S88° 06' 51"W, 20.82'	13° 30' 34"
C50	29.50'	18.56'	S76° 50' 46"W, 18.25'	36° 02' 43"
C51	26.50'	41.78'	S40° 18' 00"E, 37.59'	90° 20' 15"
C52	19.50'	21.03'	S35° 46' 07"W, 20.03'	61° 47' 59"
C53	61.50'	29.65'	S80° 28' 53"W, 29.37'	27° 37' 32"
C54	136.50'	26.78'	N80° 05' 10"W, 26.73'	11° 14' 23"
C55	136.50'	3.68'	N73° 41' 41"W, 3.68'	1° 32' 35"
C56	2.50'	2.08'	N49° 02' 17"W, 2.02'	47° 46' 13"
C57	3.50'	2.65'	N46° 48' 15"W, 2.58'	43° 18' 09"
C58	128.50'	17.90'	N64° 27' 57"W, 17.88'	7° 58' 46"
C59	171.50'	151.04'	N85° 42' 21"W, 146.20'	50° 27' 35"
C60	128.50'	22.82'	S74° 09' 05"W, 22.79'	10° 10' 27"
C61	3.50'	2.65'	S57° 34' 00"W, 2.59'	43° 20' 37"
C62	2.50'	0.44'	S40° 58' 01"W, 0.44'	10° 08' 38"
C63	2.50'	1.64'	S64° 52' 15"W, 1.61'	37° 39' 49"
C64	136.50'	25.23'	S88° 59' 54"W, 25.20'	10° 35' 29"
C65	19.50'	30.63'	N40° 42' 21"W, 27.58'	90° 00' 00"
C66	26.50'	41.74'	N49° 24' 46"E, 37.55'	90° 14' 14"
C67	2.50'	3.93'	S40° 28' 07"E, 3.54'	90° 00' 00"
C68	3.50'	5.50'	S40° 28' 07"E, 4.95'	90° 00' 00"
C69	3.50'	3.49'	N65° 57' 54"E, 3.35'	57° 07' 58"
C70	2.50'	2.49'	N65° 57' 54"E, 2.39'	57° 07' 58"
C71	3.50'	2.75'	N72° 01' 53"E, 2.68'	45° 00' 00"
C72	2.50'	1.96'	N72° 01' 53"E, 1.91'	45° 00' 00"
C73	48.50'	223.48'	S46° 14' 46"W, 72.08'	264° 00' 42"

Line Table		
Line #	Direction	Length
L1	N43° 43' 38"W	18.65
L2	N85° 42' 21"W	336.50
L3	S15° 12' 00"W	55.29
L4	S04° 17' 39"W	79.86
L5	S79° 07' 59"E	162.21
L6	S15° 23' 36"E	151.52
L7	N86° 51' 47"W	21.09
L8	N15° 23' 36"W	132.39
L9	N79° 07' 59"W	153.56
L10	S46° 31' 44"W	55.62
L11	N85° 27' 53"W	429.56
L12	N50° 55' 25"W	82.42
L13	N39° 04' 35"E	20.00
L14	S50° 55' 25"E	76.20
L15	S85° 27' 53"E	414.44
L16	N46° 31' 44"E	47.99
L17	N04° 17' 39"E	86.82
L18	N15° 12' 00"E	53.34
L19	N85° 42' 21"W	148.63
L20	S79° 58' 45"W	112.80
L21	N70° 53' 38"W	113.01
L22	N85° 42' 21"W	103.76

Line Table		
Line #	Direction	Length
L23	S61° 29' 04"W	65.86
L24	N85° 57' 33"W	113.07
L25	S85° 57' 33"E	106.93
L26	N61° 29' 04"E	65.90
L27	S85° 42' 21"E	112.24
L28	S70° 53' 38"E	110.41
L29	N79° 58' 45"E	110.12
L30	S85° 42' 21"E	507.67
L31	S52° 37' 40"W	49.47
L32	S35° 50' 55"W	97.50
L33	N65° 07' 19"E	20.01
L34	N80° 15' 29"E	7.51
L35	N37° 23' 55"E	5.07
L36	N49° 31' 53"E	8.50
L37	N49° 31' 53"E	0.33
L38	N25° 09' 10"W	8.69
L39	S35° 53' 42"W	8.68
L40	S21° 58' 09"E	11.02
L41	S26° 05' 43"W	4.05
L42	N30° 56' 38"W	2.53
L43	S85° 45' 35"E	27.44

CESO
WWW.CESOINC.COM

EPCON COMMUNITIES
COURTYARDS AT MULBERRY RUN SECTION 2
STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GROVE CITY
V.M.S. NO. 8231

Revisions / Submissions

ID	Description	Date

Project Number:	761942
Scale:	N/A
Drawn By:	OPG
Checked By:	ALB/MJA
Date:	12/3/2024
Issue:	N/A

Drawing Title:
PLAT

4

W:\PROJECTS\EPCON COMMUNITIES\761942_MulberryRun\04-SURVEY\Dwg\761942-EPCON-MULBERRY-SEC 2.dwg - 12/3/2024 - Owen Goodheart

Date: 12/09/24	No.: C-60-24
Introduced By: Ms. Burroughs	1st Reading: 12/16/24
Committee: Lands	Public Notice: 12/17/24
Originated By: Plan. Comm.	2nd Reading: 01/06/25
Sponsor:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

ORDINANCE C-60-24

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A MARIJUANA DISPENSARY FOR OHIO CANNABIS COMPANY LOCATED AT 1947 STRINGTOWN RD

WHEREAS, Ohio Cannabis Company, applicant, has submitted a request for a Special Use Permit for a Marijuana Dispensary located at 1947 Stringtown Road; and

WHEREAS, on December 03, 2024, the Planning Commission of the City of Grove City recommended the *denial* of a Special Use Permit at this location.

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

SECTION 1. A Special Use Permit, under Section 1135.09b(12)A1t is hereby issued to Ohio Cannabis Company for a marijuana dispensary, located at 1947 Stringtown Road, as submitted.

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

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

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

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

ITEM 2: 202410300049- Ohio Cannabis Company – Special Use Permit (Retail Dispensing of Medical and Recreational Marijuana)

Site Location
1947 Stringtown Road (PID 040-013252)

Proposal
A Special Use Permit to allow for retail dispensing of marijuana

Current Zoning
C-2 (Retail Commercial)

Future Land Use
Commercial Center

Property Owner
A & M Shyu INC

Applicant/Representative
Brian Wingfield, The Green Goat Dispensary LLC

Applicable Plans, Policies, and Code Section(s)
- Zoning Code Section 1135.09
- Ordinance C-34-24

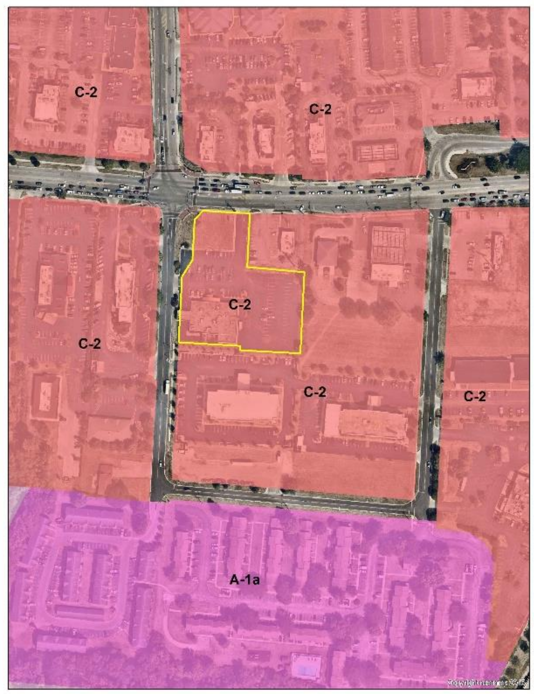
Staff Recommendation
Disapproval

Contents **Page**

Case Manager
Dash Logan, AICP, Senior Planner
614-277-3024
dlogan@grovecityohio.gov

Summary
This application is a special use permit to allow for the retail dispensing of marijuana at 1947 Stringtown Road.

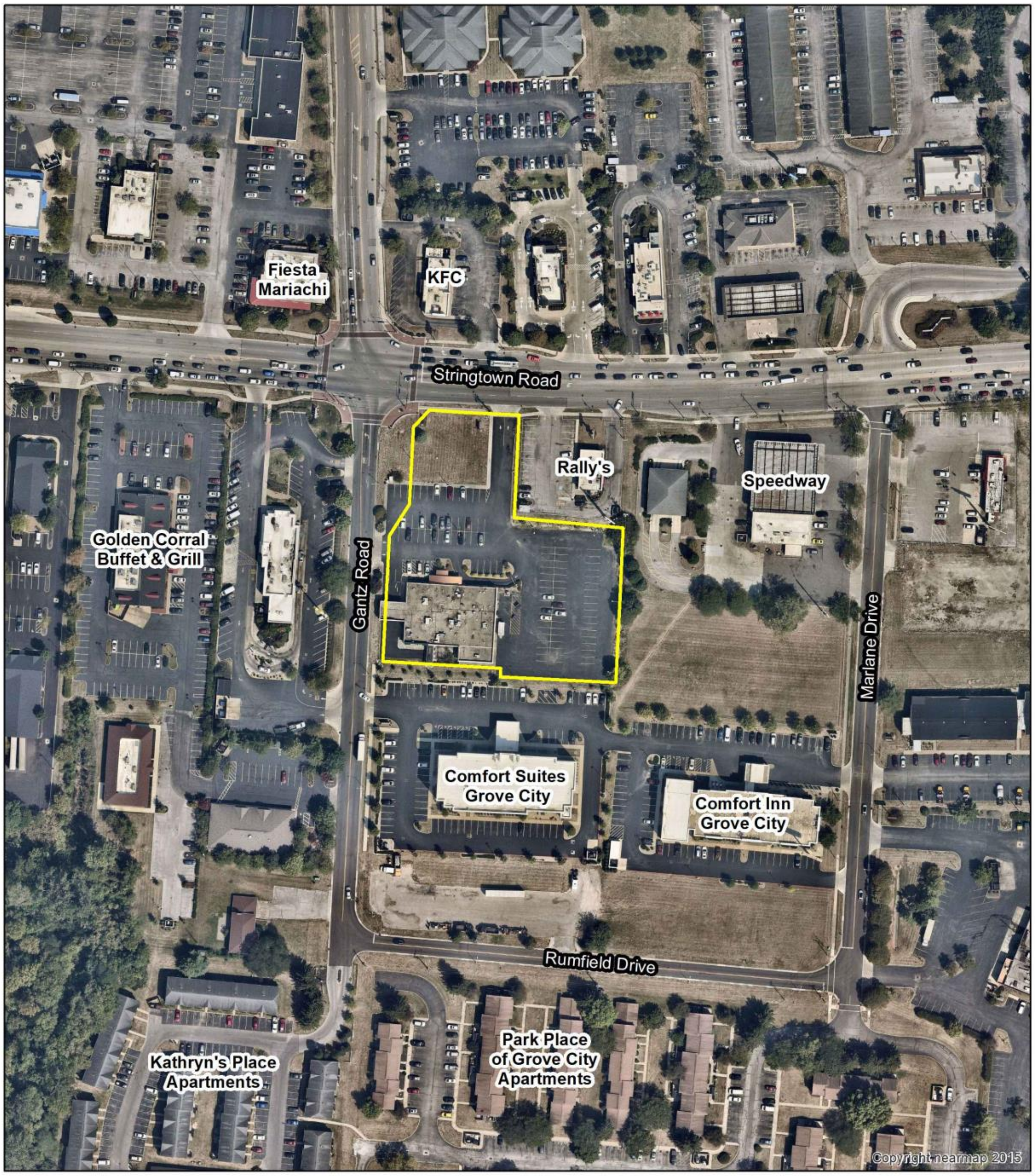
Zoning Map



Next Steps
Upon receiving a recommendation from Planning Commission, the application will move forward to City Council for final action.

1. Context Map

This property is located at 1947 Stringtown Road (PID 040-013252)



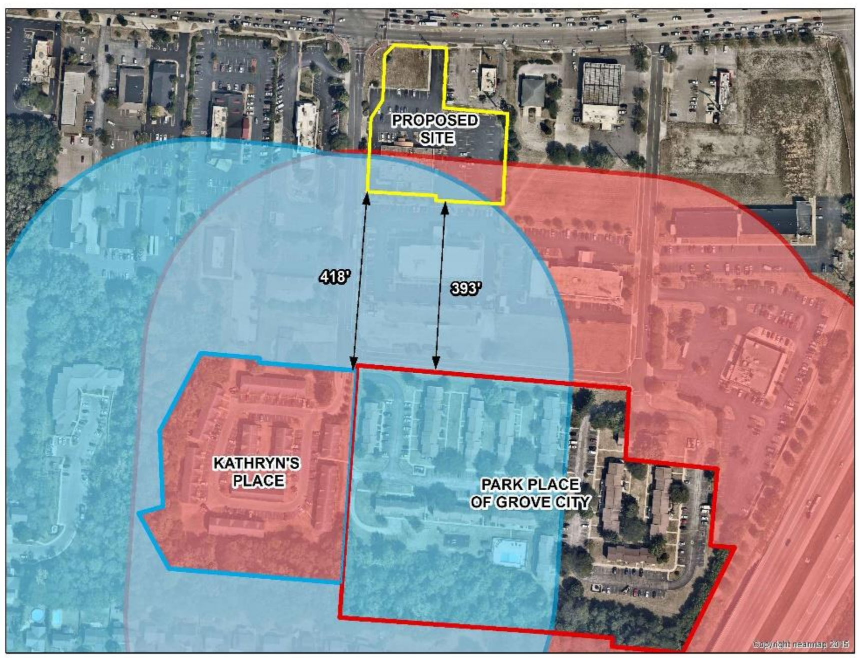
202410300049
Ohio Cannabis Company
Special Use Permit
PID: 040-013252

2. Analysis

The applicant is requesting approval of a Special Use Permit to allow for the operation of a recreational cannabis dispensary at 1947 Stringtown Road.

City Council passed Ordinance C-32-24 in August of 2024 which established the Special Use Permit process for the evaluation and review of proposed dispensary uses. This proposed application falls under the scope of this process and has been reviewed against the regulations and criteria of this Ordinance.

Materials state hours of operation for the proposed use would be 10:00 am to 8:00 pm, Monday through Saturday and 10:00 AM to 5:00 PM on Sunday. Peak hours are expected to be from 10:00 AM to 11:00 AM and from 3:00 PM to 7:00 PM. Materials state that hours of operation will be adjusted based on demand while remaining compliant with Grove City and State of Ohio regulations. Grove City's Code restricts the hours of operation for this use between 7:00 AM to 9:00 PM, and the materials state the use will comply with these requirements. However, materials also note that the use proposes to comply with State requirements as well, which allow for these uses to operate from 7:00 AM to 11:00 PM, which is not compliant with the hours of operation outlined in code.



The use criteria established by City Council prohibit any marijuana retailer from locating within 500 feet, measured from the property line, of a parcel that is residential in use, and the proposed location for this use does not comply with this requirement. Park Place of Grove City and Kathryn's Place, both multi-family residential developments to the south of this site, are less than 500 feet from the proposed location (393 feet and 418 feet respectively). The submitted materials indicate that a variance to this requirement is being requested. This request would fall under section 1135.09(b)(12)(G) which states that Planning Commission and City Council may vary any supplementary requirements it determines to be an unnecessary hardship on the property owner and in the best interest of the City.

The requirements established in code prohibit drive-thrus in association with the proposed use per section 1135.09(b)(12)(G)(9)(r), and the applicant is proposing a drive-thru with their application, utilizing the existing pick-up window on the north side of the structure. Materials state the drive-thru would be for medical customers only; however, there is no mechanism in place to restrict the use of the drive-thru to medical customers only. Additionally, the code restriction does not differentiate types of drive-thru based on customer type. Noting that the special use permit criteria for the use prohibits drive-thru, Staff does not support the inclusion of a drive-thru with this use and does not believe a variance from this requirement is warranted.

Submitted materials do not show any improvements being proposed for the site; however, code section 1136.05(c) requires that sites be brought into compliance with the landscaping code when a change of use occurs. Because the proposed application will establish a new use for the property, all existing non-complying parking areas and structures will need to be brought into compliance with the applicable sections of chapter 1136. Should the proposed special use permit application be approved, staff will work with the applicant to identify necessary improvements to the site to bring the property into compliance with the applicable sections of Chapter 1136, including parking lot islands, parking lot perimeter plantings, and service structure screening.

3. Special Use Permit Analysis

Per Section 1135.09, Planning Commission is responsible for reviewing Special Use Permit requests and recommending approval, approval with modifications, or denial to City Council based on findings of compliance with the standards and requirements of this Code *(see relevant code sections)* and subject to the conditions established by the Planning Commission to ensure compliance with the letter and intent of this Code. The following is the Development Department's evaluation based on code standards and requirements.

The submitted materials indicate that many of the supplementary requirements for a special use permit for retail dispensing of medical and recreational marijuana will be met by complying with Ohio Administrative Code requirements for such a use; however, materials are not specific for many requirements in terms of how the standards will be met. Staff's analysis below assumes that the proposed use will operate under the proper regulations noted within the OAC in order to maintain the necessary licenses and permits from the State, and that applicant's responses of "compliance with this rule ensures adherence to state and city regulations" in project materials means that adequate measures will be taken to ensure this regulation is met, even when specific measures are not noted in the submitted materials.

1) **The proposed use shall be in harmony with the existing or intended character of the district and nearby affected districts and shall not change the essential character of the districts;**

   Standard is Not Met: The GroveCity2050 Future Land Use and Character Map recommends this site and much of the surrounding area as Commercial Center, which lists commercial as a primary use. However, the standards established by Ordinance C-32-24 require a 500-foot buffer from any residential property, and the proposed use is within 500 feet of two multi-family residential properties.

2) **The proposed use shall not adversely affect the use of adjacent property;**

   Standard is Not Met: The use does not comply with the requirements of code established by Ordinance C-32-24 to ensure that such uses do not have an adverse impact on surrounding properties. While the proposed use is surrounded by other commercial uses, the site is within the 500- foot buffer from residential properties established by code, and it is unclear whether the proposed use will have an adverse impact on the surrounding area.

3) **The proposed use shall not adversely affect the health, safety, morals, or welfare of persons residing or working in the neighborhood;**

   Standard Can Be Met: There are currently no other similar facilities operating within the city. As such, any potential impacts upon the health, safety, morals or welfare of persons residing or working in the neighborhood are unknown at this time. The application materials do outline security measures including video surveillance, an alarm system, and having security personnel on site, as well as an agreement to open communication and strong relationships with local law enforcement and the fire department.

4) **The proposed use shall be served adequately by public facilities and services such as, but not limited to, roads, police and fire protection, storm water facilities, water, sanitary sewer, and school;**

Standard Can Be Met: While the site is currently served by public utilities including water and sanitary, any redevelopment of the site will require additional review to ensure that the site can be serviced appropriately. Any impacts to city services such as police and fire protection due to the proposed use are unknown at this time.

5) **The proposed use shall not impose a traffic impact upon the public right-of-way significantly different from that anticipated from permitted uses of the district;**

Standard Can Be Met: The site is zoned C-2 (Retail Commercial), which allows for a wide range of commercial activities. Submitted materials do not provide anticipated traffic generation aside from a narrative indicating that the proposed use "is expected to maintain the same level of traffic per day and slightly increase the number of drive through orders per day" compared to the existing China Bell restaurant.

6) **The proposed use shall be in accord with the general and specific objectives, and the purpose and intent of this Zoning Code and the Land Use Plan and any other plans and ordinances of the City;**

Standard is Not Met: Although the site is zoned C-2 (Retail Commercial), which allows for the retail dispensing of medicinal and recreational marijuana with approval of a Special Use Permit, the proposed use does not comply with the supplemental requirements for the use, as approved under Ordinance C-32-24. Specifically, the site does not comply with the buffer requirement from residential uses, and proposes a drive-thru, which are both counter to the regulations established for the use.

7) **The proposed use complies with the applicable specific provisions and standards of this Code;**

Standard is Not Met: As proposed, the use does not comply with two of the supplemental requirements for such a use established by Ordinance C-32-24. Standards that are not met with the proposed application include the required 500-foot buffer from residential properties, and the inclusion of a drive-thru, which is expressly prohibited by code.

8) **The proposed use shall be found to meet the definition and intent of a use specifically listed as a special use in the district in which it is proposed to be located;**

Standard is Met: The site is in a C-2 district, which permits the retail dispensing of medical and recreational marijuana, with the approval of a Special Use Permit.

9) **A completed application indicating the Specific Special Use permit activity intended by the applicant shall be submitted to the Department of Development by the Council approved submittal dates;**

Standard is Met: The applicant submitted a properly completed application.

10) **Any retailer of medical and/or recreational marijuana shall be required to obtain all necessary permits and/or licenses from the State of Ohio Department of Commerce.**

Standard Can Be Met: The Division of Cannabis control accepted the proposed location for a 10(B) license on November 14th. The applicant has indicated in the project materials that a Certificate of Operation would be obtained prior to opening the dispensary. Any additional state permits or licenses will also need to be obtained.

11) **A special use permit for medical and/or recreational marijuana shall only be permitted in the following zoning districts: C-1, C-2, IND-1, IND-2, IND-3, PUD-C or PUD-1. A special use permit for medical and/or recreational marijuana shall not be permitted in Central Business District.**

Standard is Met: The proposed use is located within a C-2 zoning district, which allows for the application of a special use permit.

12) **No medical and/or recreational marijuana retailer shall be located within 500 feet, measured from the boundaries of the parcel, of an opioid treatment center, residential use, church, public library, public playground, public park, school, or child care facility.**

Standard is Not Met: The proposed location for this use does not comply with this requirement. Park Place of Grove City, and Kathryn's Place, both multi-family residential developments to the south of this site, are less than 500 feet from the proposed location.

13) **There shall be no outdoor sales or storage of any kind associated with the marijuana business.**

Standard Can Be Met: Materials state that State requirements prohibit the outdoor sales or storage of any cannabis, cannabis paraphernalia or inventory, and require that inventory be stored in secure limited-access areas within the licensed premises.

14) **The use of marijuana products shall be prohibited on the premises.**

Standard Can Be Met: Materials state that State requirements prohibit the use or consumption of any product on premises.

15) **No free samples may be given out by the retailer.**

Standard Can Met: Materials state that State requirements prohibit retailers from giving out free samples.

16) **A medical and/or recreational marijuana retailer shall not be permitted to use amplified music that is audible outside of the primary structure.**

Standard is Met: Materials state that any outdoor speakers will be removed from the premises with the future rehabilitation of the building and will ensure that employees do not allow music to be played inside the building that would be audible from outside the building.

17) **Food trucks are prohibited on the premises.**

Standard Can Be Met: Materials state that State requirements prohibit dispensaries from furnishing or consuming food on premises.

18) **No merchandise or pictures of products shall be visible through glass, windows, or doors by a person of normal visual acuity standing at the outside perimeter of the primary structure.**

Standard Can Be Met: Materials state that State requirements prohibit dispensaries from displaying marijuana or paraphernalia in a spot visible from the exterior of the building. Materials further note that the "design and build plan ensures compliance with the State of Ohio and Grove City".

19) **Exterior signage shall be limited to words only and no depictions of marijuana or any of its derivative related products. Multi-light and flashing signs are also prohibited.**

Standard Can Be Met: No details about proposed signage were included in the application materials. However, materials state that State requirements prohibit dispensaries from advertising brand names or using graphics related to marijuana on the exterior of the building.

20) **No colored or flashing interior lights.**

Standard is Met: Materials state that the building redesign will not include colored or flashing interior lighting.

21) **Loading areas and loading docks shall be located on the side or rear of the lot, and shall be screened by solid, decorative walls.**

Standard Can Be Met: Loading areas for the proposed use were not identified within the project materials. However, the materials state that the area would be placed at the rear or side of the building to meet Grove City requirements. Although not specifically mentioned in the materials, the City's expectation is that the proposed loading areas be screened by decorative walls meeting the code requirement.

22) **Hours of operation shall be limited to the hours between 7:00 am and 9:00 pm.**

Standard Can Be Met: Materials state hours of operation for the proposed use would be 10:00 am to 8:00 pm, Monday through Saturday and 10:00 AM to 5:00 PM on Sunday. Peak hours are expected to be from 10:00 AM to 11:00 AM and from 3:00 PM to 7:00 PM. Materials state that hours of operation will be adjusted based on demand while remaining compliant with Grove City and State of Ohio regulations. Grove City Code restricts the hours of operation for this use between 7:00 AM to 9:00 PM; however, materials also note that the State permits dispensaries to operate from 7:00 AM to 11:00 PM, which is not compliant with the hours of operation outlined in Grove City Code.

23) **All entrances to the premises shall be locked at all times with entry controlled by the permittee's managers and staff. All points of ingress and egress to a premises shall ensure the use of commercial-grade, nonresidential door and/or window locks.**

Standard Can Be Met: While materials state that access controls to the building, including ID checks and entry logging systems will be installed, materials do not specify what this means for building access. The materials do not address whether customers are free to enter the building or if doors will be locked at all times and customers will need to be buzzed in by an employee.

24) **No loitering signs shall be posted on the exterior of the premises.**

Standard is Met: Materials state that "no loitering" signs will be posted on the exterior of the building.

25) **The premises shall be equipped with a functional audible interior and exterior security alarm system installed on all perimeter entry points and perimeter windows.**

Standard Can Be Met: Materials state that State requirements mandate the installation of commercial-grade security systems, including alarms on all entry points and windows, motion detectors, and a silent alarm capable of calling security personnel and law enforcement.

26) **24-hour fixed-camera video surveillance shall be required at all commercial marijuana facilities and digital storage in the cloud or other off-site method of recordings shall be available for 30 days after recording. Further, that recording is of a sufficient quality to provide identification of any individual being recorded; that the surveillance covers every interior area, excluding rest rooms or other areas with an expectation of privacy, and room and adjacent perimeter areas within a minimum of 50 feet.**

Standard Can Be Met: Materials state that State regulations require dispensaries to retain video surveillance footage for 45 days.

27) **Drive-in, drive-through or walk-up window where retail sales of marijuana or marijuana products are sold to persons or persons within or about a motor vehicle are prohibited.**

Standard is Not Met: Materials state that the applicant wishes to operate a drive-thru for medical patients in association with the proposed use, which is expressly prohibited by Grove City Code.

28) **No person under the age of 21 shall be permitted to purchase marijuana related products, work or volunteer at an establishment.**

Standard Can Be Met: Materials state that State regulations prohibit anyone under the age of 21 from entering the premises, and that all employees must be 21 years of age.

29) **Special Use Permits for retail marijuana sales shall be limited to two (2) within the corporate limits of the city and shall be valid for one year from the date of issue and may be renewed.**

Standard is Met: There are currently no special use permits issued for retail marijuana sales within the corporate limits of Grove City. If this special use permit is approved, the applicant will need to come back before the City within one year of issuance for renewal.

30) **Retailers shall post in a conspicuous place a marijuana use safety notice to include, but not limited to: how to report an overdose, prevention tips on illicit drug use, and keeping marijuana and other drugs away from minors**

Standard Can Be Met: Materials state that State regulations require dispensaries to maintain educational materials at each point of sale, such as substance abuse prevention and addiction resources, contact information for the divisions toll-free telephone line, overdose prevention tips and information on keeping marijuana away from minors.

31) **Individuals between 18 - 21 are permitted to enter and purchase medical marijuana with an Ohio State Driver's License or State ID and a State issued Ohio Medical Marijuana Card.**

Standard Can be Met: Materials state that the State requires individuals be at least 18 years old or accompanied by a registered caregiver to enter the premises, and that dispensary employees must verify patient identification for access.

4. GroveCity2050 Analysis

The City of Grove City adopted the GroveCity2050 Community Plan in January 2018, which contains specific goals, objectives, and actions to guide growth in the community. Five (5) guiding principles are identified that articulate Grove City's community values and direct the recommendations in the Plan. Applications submitted to Planning Commission are reviewed based on these 5 Guiding Principles.

(1) The City's small-town character is preserved while continuing to bring additional employment opportunities, residents, and amenities to the community.

Finding is Not Met: The proposed use does not meet the criteria established for such a use by City Council in Ordinance C-32-24, passed as an emergency measure for the preservation of the public peace, health, safety, or welfare of the City. Specifically, the proposed use does not meet the requirement that such use be located no closer than 500 feet to any residential use within the City, and proposes a drive thru, which is also prohibited by code in association with the proposed use.

(2) Quality design is emphasized for all uses to create an attractive and distinctive public and private realm.

Not Applicable: This application examines the appropriateness of the use. Future applications for building modifications or site improvements will require separate review and approval. Section 1136.05(c) requires that non-complying parking lots and structures come into compliance with applicable sections of chapter 1136 when a change of use occurs for single use structures.

(3) Places will be connected to improve the function of the street network and create safe opportunities to walk, bike and access public transportation throughout the community.

Not Applicable: This application examines the appropriateness of the use, and no changes are proposed to the area transportation network; however, submitted materials state that the proposed dispensary is expected to maintain the same level of traffic per day as the existing China Bell restaurant with a "slight increase" in the number of drive thru orders per day.

(4) Future development will preserve, protect and enhance the City's natural and built character through sustainable practices, prioritizing parks and open space and emphasizing historic preservation.

Not Applicable: The scope of the development is limited in applicability to this principle.

(5) Development provides the City with a net fiscal benefit.

Finding Can Be Met: Cannabis sales in Ohio are subject to a 10% excise tax. Of this tax, 36% of the revenue would be distributed to the state's Host Community Fund, which could provide the city with additional income. However, it is unclear how substantial this revenue would be, as distributions to Host Communities are based on the percentage of adult use tax generated by each municipality. Additionally, any impacts to city services are unknown at this time.

5. Recommendation

After review and consideration, noting that the proposed special use permit does not comply with the rules and regulations for such a use as established by Ordinance C-32-24, the Development Department recommends Planning Commission make a recommendation of disapproval to City Council for the Special Use Permit as submitted.

6. Detailed History

1968

The existing building on site was constructed.

2010

City Council approved a development plan for the remodeling of the existing building on site, which included the installation of a drive-up pickup window on the front of the building with Resolution CR-29-10.

Date: 12-20-24	No.: CR-01-25
Introduced By: Ms. Burroughs	1st Reading: 01/06/25
Committee: Lands	Public Notice:
Originated By: Ms. Houk	2nd Reading:
Approved:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

RESOLUTION CR-01-25

A RESOLUTION TO WAIVE CERTAIN PROVISIONS OF SECTION 1101.07(b) OF THE CODIFIED ORDINANCES FOR WRIGHT GRAPHIC DESIGN AS ADOPTED BY RES. CR-03-24

WHEREAS, a Development Plan was approved for Wright Graphic Design located east of seeds Road and south of State Route 665 on January 16, 2024 with Resolution CR-03-24; and

WHEREAS, in accordance with Section 1101.07(b) certain deadlines with respect to the approval of Development Plans must be met to retain approval of this Development Plan; and

WHEREAS, a request to extend the deadline for an additional six (6) months has been received in the Clerk's Office from the petitioner, due to timelines regarding the submission of construction plans, grading plans and specifications.

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

SECTION 1. Certain provisions of Section 1101.07(b) shall be waived for Wright Graphic Design, allowing for the submission of construction plans, grading plans and specifications to the Building Division to be extended by six (6) months, giving a deadline of July 16, 2025.

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

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

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

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

Date: 12-30-24	No.: CR-02-25
Introduced By: Mr. Dew	1st Reading: 01/06/25
Committee: Service	Public Notice:
Originated By: Ms. Houk	2nd Reading:
Approved:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

RESOLUTION CR-02-25

A RESOLUTION TO AMEND RESOLUTION CR-33-24 TO FORM THE CHARTER REVIEW COMMITTEE FOR THE EXPRESS PURPOSE OF REVIEWING THE CITY'S FORM OF GOVERNMENT

WHEREAS, on August 05, 2024, City Council approved Resolution CR-33-24 and formed the Charter Review Committee; and

WHEREAS, Section 4 of the Resolution requires that the Committee shall submit their recommendations to Council no later than January 06, 2025 and shall make a report at the January 13, 2025, special meeting.

WHEREAS, the dates to provide written recommendations and report to a Council meeting need to be amended in order to facilitate all Council Members being present for said report.

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

SECTION 1. Section 4 of Resolution CR-33-24 is hereby amended to read: *"This Committee shall submit their written recommendations and make a report to Council on or before the March 03, 2025 Council Meeting"*.

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

____
Christine Houk, President of Council

Passed:

____
Richard L. Stage, Mayor

Effective:

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

I certify that this
resolution is correct as to form.

____
Stephen J. Smith, Director of Law

Date: 12/09/24	No.: C-62-24
Introduced By: Mr. Sigrist	1st Reading: 12/16/24
Committee: Finance	Public Notice: 12/17/24
Originated By: Mr. Boso	2nd Reading: 01/06/25
Approved:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense: XX	Passage Publication:

ORDINANCE C-62-24

AN ORDINANCE TO APPROPRIATE $10,000.00 FROM THE ONEOHIO OPIOID SETTLEMENT FUND FOR START TALKING SOUTH-WESTERN CITY, INC. D/B/A START TALKING! GROVE CITY

WHEREAS, the City of Grove City formed a Substance Addiction and Mental Health Task Force in February 2020 to make recommendations as to how the City can assist in supporting efforts to meet the challenges of the mental health crisis; and

WHEREAS, Start Talking South-Western City, Inc. is a Grove City based 501(C)(3) that is working to decrease the illegal use of and addiction to alcohol, tobacco and other drugs, thereby decreasing crime and improving the quality of life for individuals, families and businesses in the Grove City area; and

WHEREAS, the City hereby believes that this expenditure will benefit the citizens of the City of Grove City.

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

SECTION 1. There is hereby appropriated $10,000.00 from the unappropriated monies of the OneOhio Opioid Settlement Fund to account number 150000.559000 for Start Talking South-Western City, Inc. d/b/a Start Talking! Grove City.

SECTION 2. Upon approval, the Law Director shall prepare an agreement with Start Talking South-Western City, Inc. d/b/a Start Talking! Grove City to ensure that the funds are used for the purposes set forth herein.

SECTION 3. This Ordinance shall take effect at the earliest date permitted by law.

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

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: 12-30-24	No.: C-01-25
Introduced By:	1st Reading: 01/06/25
Committee: Finance	Public Notice:
Originated By: Mr. Boso	2nd Reading:
Approved:	Passed: Rejected:
Emergency: X 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

ORDINANCE NO. C-01-25

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A MASTER SUPPLY AGREEMENT FOR THE PURCHASE OF COMPETITIVE RETAIL ELECTRIC SERVICE FROM DIRECT ENERGY BUSINESS AND DECLARING AN EMERGENCY

WHEREAS, the City is a member of META Solutions, a body authorized by State statute to aggregate purchasing needs of schools, cities and related nonprofit educational entities to take advantage of economies of scale when purchasing essential products and services; and

WHEREAS, META Solutions joined with other major school districts and educational purchasing councils to conduct a Request for Proposal for competitive retail electric service; and

WHEREAS, bids were received on December 2, 2024, and Direct Energy Business was selected as the lowest and best bid; and

WHEREAS, the Master Supply Agreement covers a delivery period beginning with the July 2025 Monthly Billing Cycle and ending immediately prior to the July 2027 Billing Cycle; and

WHEREAS, the Master Supply Agreement exceeds twelve (12) months, it must be approved by Ordinance; and

WHEREAS, an emergency exists for the health, safety, and general welfare of the community in that obtained bids contain pricing which is valid for a short period of time.

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

SECTION 1. City Council hereby authorizes the City Administrator to execute the Master Supply Agreement upon the general terms and conditions as outlined in Exhibit A.

SECTION 2. For the reasons stated in the preamble, this ordinance is declared an emergency measure and shall therefore go into immediate effect.

Christine A. 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

EXHIBIT A

MASTER SUPPLY AGREEMENT

This Master Supply Agreement ("Agreement") is entered into by and between Direct Energy Business, LLC (hereinafter "Supplier") and _City of Grove City_ (hereinafter "Buyer") effective this _ _ (the "Effective Date"). Supplier and Buyer are referred to in this Agreement collectively as the "Parties," and individually as a "Party."

Whereas, META Solutions (formerly the Metropolitan Educational Council), the Ohio Mid-Eastern Regional Education Service Agency, and the Stark County Schools Council of Government are each a Council of Government organized pursuant to Chapter 167 of the Ohio Revised Code;

Whereas, META Solutions, the Ohio Mid-Eastern Regional Education Service Agency, the Southwestern Ohio Educational Purchasing Council, and the Stark County Schools Council of Government, together with Columbus City Schools and South-Western City Schools are, collectively, the "Ohio School Consortium" or "OSC";

Whereas, the OSC conducted a public bid process pursuant to which competitive retail electric service providers that are certificated by the Public Utilities Commission of Ohio ("PUCO") to engage in competitive retail electric service received notice to bid;

Whereas, the OSC selected what it believed was the lowest responsible bid from those submitted in accordance with the RFP issued by the OSC, for consideration by the Buyer;

Whereas, the following agreement embodies the terms and conditions of the lowest responsible bid and the terms and conditions of the RFP; and

Whereas, Buyer is a not-for-profit governmental entity which belongs to a Council of Government, a school district, a library, educational organization or other entity which desires to contract for competitive retail electric service in accordance with the winning bid submitted in response to the OSC's RFP.

Now, therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intended to be legally bound, agree as follows:

Article I — General Provisions

1.1 Subject Matter and Quantity. Subject to the limitations included in this Agreement, Supplier shall provide to Buyer, and Buyer shall purchase, Buyer's full competitive retail electric service requirements and electric power (collectively "Power") as set forth in this Agreement. Supplier shall arrange and be responsible for the scheduling and delivery of Buyer's full Power requirements to Buyer's Premise(s) as identified in Appendix A. Buyer's obligation to purchase its Power requirements from Supplier shall not prevent Buyer from owning or hosting any on-site distributive alternative generation or renewable energy resource as defined in Section 4928.01 of the Ohio Revised Code, including but not limited to solar panels and wind generation devices.

1.2 Switch Request. It is the intention of the Parties that the delivery of Power will begin at the first clock hour on the first normal meter read date following the submission, and the Electric Distribution Utility's acceptance, of a request to transfer Buyer's account to Supplier's CRES, or, if applicable, upon expiration of an existing agreement between Buyer and Supplier (the "Intended Switch Date"), provided, however, that the delivery of Power to the Delivery Point(s) by Supplier shall not begin prior to the Switch Date, whether the Switch Date occurs on a regularly scheduled or specially scheduled meter read date. Buyer acknowledges that the Electric Distribution Utility may charge a switching fee to Buyer.

1.3 Definitions. Attached hereto as Appendix B and incorporated herein is a list of defined terms. Whenever a term is capitalized and appears in this Agreement, it shall be given the meaning set forth in Appendix B.

Article II — Charge for Power

2.1 Price for Power.

a. The "Price" for Power to Buyer during the Delivery Period hereunder shall be the sum of the Fixed Adder and Energy.

The Fixed Adder Price per kWh to be paid by Buyer for the services provided hereunder to the Buyer's Premises listed on Appendix A during the Delivery Period of this Agreement shall be 0.045 cents/kWh ($0.00045/kWh). The Price includes a Services Fee, as well as the components marked as "Included". For those components marked "Pass Through", they will be passed through at cost without any mark-up and shown as a line item on the bill.

PJM	Value
Energy	Pass Through
Ancillaries	Included
Auction Revenue Rights (ARR)	Included
Capacity	Pass Through
Marginal Loss Credits	Included
Reliability Must Run (RMR)	Pass Through
RPS	Pass Through
Applicable Taxes	Included

If Buyer's Utility is AEP Ohio (Ohio Power and Columbus Southern), Dayton Power and Light, Duke Energy, Ohio Edison, The Illuminating Company, or Toledo Edison, then NITS, including RTEP and certain transmission-related ancillary services, will not be included in the Price, and will be recovered by the Utility. If, for whatever reason, the NITS charges are not recovered by the Utility, then Seller may commence billing Buyer for NITS charges, including RTEP, which applicable costs will be passed through to be paid by Buyer above the Price.

RMR is a cost component included in the Price for accounts within the AEP Ohio (Ohio Power and Columbus Southern) Utilities. If Buyer's Utility is Duke Energy, Dayton Power and Light, Ohio Edison, The Cleveland Illuminating Company or Toledo Edison, then RMR will not be included in the Price and will be recovered by the Utility. If, for whatever reason, the RMR charges are not recovered by the Utility, then Seller may commence billing Buyer for RMR charges, which applicable costs will be passed through to be paid by Buyer above the Price without any mark-up.

Any Actual Quantities of Electricity necessary to meet Buyer's full usage requirements not covered by an Energy Purchase will be priced at the Day Ahead LMP plus applicable losses. Buyer understands and agrees that the combination of Energy Purchase(s) and quantities and associated losses priced and purchased at Day-Ahead LMP shall equal 100% of Buyer's metered kWh usage.

Energy: Buyer may purchase a percentage of its electricity Energy requirements at a cost equal to the sum of a Load Following Forward Purchase, Losses associated with transmission and delivery service and applicable taxes. Such purchases must be 100% of Buyer's total Actual Quantities for a minimum term of four (4) month increments. Hedge pricing will not be weight averaged across different terms.

Seller will send a Purchase Confirmation to Buyer each time an Energy Purchase is filled. If more than one Energy Purchase is in effect for any month of the Delivery Period, Seller shall invoice Buyer at the weighted average fixed price of said Energy Purchases. In all cases, the failure of Seller to send a Purchase Confirmation or the failure of Buyer to acknowledge receipt of such shall not invalidate the Energy Purchase as agreed to by the Parties. If there are any inconsistencies between this MSA and any finalized Energy Purchase, such inconsistencies will be resolved in favor of the latter for that applicable purchase.

Effectuation of an Energy Purchase Transaction: The Parties hereby agree that the Energy to be provided under this Agreement, as set forth in this section will be effectuated by the Parties in one of the following manners (each a "Transaction" under this Agreement).

Buyer designates a member of the OSC to act as its authorized agent (the "Agents(s)") to bind itself for all Transactions under this Agreement. Buyer acknowledges that the Agent(s) shall have the sole authority to enter into transactions for all of their parties listed upon the attached Appendix A of this Agreement for the term and that such transactions shall be completed as an aggregated purchase for the entire OSC Pool Group, not as an individual Transaction for each individual party. Buyer acknowledges that it is authorized to appoint the above Agent to act on its behalf, has obtained all approvals necessary to grant such authorization and confirms Agent has authority to act for it in all matters regarding the purchase of Energy as set forth in this Agreement. The authorization for Agents described above is not limited to the terms, length, or conditions of the purchase of the electricity service. For purposes of this Article II of this Agreement, references to Buyer shall be deemed to mean Buyer's Agent or Buyer.

Email Transactions: The Parties consent to the use of electronic agreements and to conduct Transactions and/or Energy Purchases via email. Such electronic correspondence shall be deemed a "writing", by which the Parties intend to be bound, for purposes of satisfying any applicable state and federal legal requirements. The Parties agree that a typed name and title, including the use of an automated email signature block, in such writing(s) is the legal equivalent of such Party's representative's or Agent(s) manual signature (an "E-signature"). The Parties agree that no certification of authority or other third-party verification shall be necessary to validate an E-signature and lack of such certification or third-party verification will not in any way affect the enforceability of a Party's E-signature.

Article III — Delivery Period

3.1 Delivery Period. The delivery period (the "Delivery Period") shall start on the actual Switch Date commencing with the July 2025 Monthly Billing Cycle and shall end immediately prior to the last clock hour on the normal meter read date of the July 2027 Monthly Billing Cycle.

3.2 Extension of Delivery Period. The Parties may, by written agreement entered into at any time before the expiration of the Delivery Period, extend the Delivery Period for such additional period as they may mutually agree. However, the parties agree that the total Term of this Agreement, which includes the Delivery Period and any extensions, shall not exceed five (5) years.

Article IV — Point of Delivery

4.1 Point of Delivery. The Point of Delivery shall be the Electric Distribution Utility's side of the meter at Buyer's Premise(s).

4.2 New Premise(s). During the Term, Buyer may add to or delete from the Buyer Premises identified in Appendix A without impact to the Price provided that (i) deletions are made solely to reflect closures or transfers of Buyer's Premise(s) to unaffiliated third parties, (ii) additions are built or acquired by Buyer after the Effective Date, and (iii) the sum of the absolute value of the adjustment without netting does not exceed 15% of Buyer's historical annual usage for all Buyer's Premise(s) in the aggregate. For any additions to Buyer's Premise(s) that result in an increase of more than 15%, Buyer will be charged and pay the Market Price for the consumption in excess of 15%. Any deletions in excess of the 15% threshold shall, shall allow Seller, in its sole discretion, to calculate a Termination Payment for such quantities, as defined in Appendix B – Definitions (substituting 'quantities in excess of the 15% threshold' for 'Remaining Power'). Additions or deletions made pursuant to this Section will not be used to increase or decrease the historical annual usage.

Article V — Authorization

5.1 Authorization. Supplier is authorized by the PUCO to provide Power and related services to consumers in Ohio as a CRES provider in accordance with Chapter 4901:1-21 of the Ohio Administrative Code and Chapter 4928 of the Ohio Revised Code.

Article VI — Obligations of Buyer

6.1 Subject Matter and Quantity. Subject to the limitations included in this Agreement, Buyer shall purchase and receive, for use only at the Buyer's Premise(s) and with respect to the Participating Accounts, Buyer's Power requirements as set forth in this Agreement.

6.2 Exclusivity. All Power purchased under this Agreement is for the exclusive use of Buyer at the Buyer's Premise(s). Buyer may not resell any Power purchased under this Agreement.

6.3 Authorization. Buyer hereby authorizes Supplier to become Buyer's supplier for the Delivery Period and any extension of such Delivery Period as provided in Section 3.2, and appoints Supplier to act as Buyer's agent to effect the change of supplier and all other actions necessary to effectuate the services contemplated by this Agreement. Buyer represents to Supplier that Buyer is legally authorized to change the competitive retail electric supplier for all of Buyer's Premise(s) listed below in Appendix A and any added or substituted New Premises as set forth in Section 4.2.

6.4 Communication with Electric Distribution Utility. Buyer shall communicate directly with the Electric Distribution Utility regarding the reporting of transmission or distribution interruptions, irregularities, planned outages, unplanned outages, in progress outages, and service requests.

Article VII — Metering

7.1 Meter Accuracy. Unless the accuracy of the Metering Equipment is disputed by notice given by either Party to the other and to the Electric Distribution Utility, the Metering Equipment shall be deemed to be accurate. If Buyer disputes in good faith the accuracy of the metered load used to determine Supplier's invoice to Buyer, then Buyer shall utilize the meter accuracy dispute processes ("Dispute Process") of either the Electric Distribution Utility or the PUCO, and agrees to abide by the determinations of the same regarding the accuracy of the Metering Equipment. If the Electric Distribution Utility or the PUCO, as applicable, determines the Metering Equipment to be inaccurate and adjusts previous meter readings, previous Electric Distribution Utility invoices or Buyer's consumption in previous months, the Parties shall accept the Electric Distribution Utility or the PUCO determinations, and Supplier shall adjust its invoice to Buyer appropriately. In the event of any discrepancy between the Electric Distribution Utility determination and any PUCO determination, the PUCO determination shall control.

7.2 Estimated Quantities. If metered Power consumption is not available to Supplier in a timely manner for whatever reason, Supplier may reasonably estimate the quantity of the Power consumed and Buyer shall pay the charges for the estimated amounts, subject to any adjustments that may be necessary following the meter reading; provided, however, that in the case of Metering Equipment malfunction, the metered quantities shall be determined pursuant to Section 7.1.

7.3 Load Profile. In the event that an **IDR,** real-time metering, or other similar Metering Equipment is not installed at any Buyer Premise(s), Supplier reserves the right to prepare an estimated invoice based upon the deemed load profile, as agreed upon by Buyer and Supplier or as obtained by Supplier from the RTO or the Electric Distribution Utility. If advanced metering is installed, Supplier shall offer Buyer access to the data to the extent Supplier has access to the data.

Article VIII — Term of Agreement

8.1 The Term of this Agreement shall commence on the Effective Date and shall remain in effect until the end of the Delivery Period set forth in Section 3.1, except as otherwise set forth in Article III or elsewhere in this Agreement.

Article IX - Billing and Payment

9.1 Invoice. Supplier shall arrange to have consolidated billing for the Buyer's account(s) so that the Buyer receives one invoice from the Electric Distribution Utility that contains both the utility charges and the Supplier's charges for competitive electric service. If the Electric Distribution Utility refuses to provide Buyer with a consolidated bill, then arrangements will be negotiated so that the dual bill (presented to Buyer by the Electric Distribution Utility for utility service and to Supplier for the competitive energy services) provides Buyer with the same information at the same intervals, with payment terms and late payment arrangements as are actually implemented by the Electric Distribution Utility. If Buyer's Energy Purchases are less than 100% of Buyer's Actual Quantities, Buyer understands and agrees that Supplier may modify Buyer's billing option to a dual bill option consistent with the Billing and Payment section of this Agreement.

9.2 Payment. With a consolidated bill, Buyer shall pay the invoiced amount on or before the due date set forth on the bill, including any late charges.

9.3 Disputed Invoice. In the event Buyer disputes in good faith any amount due under an invoice for services provided by Supplier, Buyer shall: (a) pay the undisputed portion of the amount due by the due date; and (b) provide Supplier with written notice of the dispute and the reasons therefore by the due date. The Parties shall pursue diligent, good faith efforts to resolve the dispute. Following resolution of the dispute, any additional amount found payable shall: (y) be paid within ten (10) Business Days; and (z) include adjustments for interest accrued from the date the disputed payment had been due. The interest adjustments shall be at a rate equal to one and one-half (1.5%) percent per month, or the maximum legally allowed interest rate, whichever is lower until such payment is received by Supplier. This Article shall not be read to limit the rights contained in Article IX.

9.4 Invoice Adjustment. No Party may request any adjustment or correction of any statement, invoice or payment unless written notice of such request for adjustment or correction is furnished within twenty four (24) months of the date of the statement or payment for which such adjustment or correction is requested. A Party's obligation to make payment for an invoice adjustment shall survive termination of this Agreement.

Article X — Buyer Creditworthiness

10.1 In the event of a Material Adverse Change in the financial condition of Buyer or a credit support provider of Buyer, Supplier may demand Buyer to make credit arrangements satisfactory to Supplier in the form of a deposit, letter(s) of credit, pre-payment or other guarantee of payment or performance assurance acceptable in form and substance and from an entity acceptable to Supplier in its reasonably exercised judgment ("Performance Assurance"). Upon receipt of such notice, Buyer shall have a reasonable amount of time to remedy the situation by providing such Performance Assurance to Supplier. The Buyer may contest the requested Performance Assurance in a complaint filed with the PUCO, and, if such a filing is made, the PUCO shall have exclusive jurisdiction over the matter. In the event that Buyer fails to provide such Performance Assurance, or a guaranty or other credit assurance acceptable to Supplier within ten (10) Business Days of receipt of notice in the absence of a filed complaint with the PUCO, then an Event of Default under Article XI will be deemed to have occurred and Supplier will be entitled to the remedies set forth in Article XI.

Article XI - Termination

11.1 <u>Events of Default.</u> The occurrence of any of the following shall be an "Event of Default" hereunder: (a) failure of Buyer to make, when due and owing, any payment required pursuant to this Agreement, if such failure is not remedied within ten (10) Business Days after receipt of written notice; (b) any representation or warranty made by Buyer or Supplier herein that is false or misleading in any material respect when made or when deemed made or when repeated; (c) failure of Buyer or Supplier to perform a material obligation set forth in this Agreement for which an exclusive remedy is not otherwise provided herein, if such failure is not remedied within ten (10) Business Days after receipt of written notice; (d) failure of Buyer to provide Performance Assurances as required by this Agreement; (e) Buyer or Supplier (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due; or (f) fraud by Supplier or Buyer, or discovery that the Metering Equipment has been intentionally tampered with or purposefully damaged by Buyer.

11.2 <u>Remedies to Default.</u> If an Event of Default occurs and continues, the non-Defaulting Party shall, at its sole discretion, have the right to do any one or more of the following: (a) immediately exercise any rights and remedies under this Agreement or law with respect to any Performance Assurance or other financial assurance, and to the extent provided therein; (b) immediately suspend performance of its obligations under this Agreement, including but not limited to withholding any payment due to the other Party under this Agreement; (c) terminate this Agreement by declaring a date for its early termination (an "Early Termination Date") and calculate the Termination Payment; and/or (d) exercise such other remedies it may have in contract, in equity, or at law. If Buyer or Supplier elects to declare an Early Termination Date, Supplier shall calculate the Termination Payment and notify Buyer of the Termination Payment by the Early Termination Date or as soon thereafter as is reasonably practicable. The Termination Payment must be paid within thirty (30) calendar days of receipt of the notice demanding payment. The above notwithstanding, (y) under no circumstances shall a non-Defaulting Party be required to make any payment to a Defaulting Party under this Agreement, and (z) Supplier's remedies upon a default under this Agreement by Buyer shall be against Buyer only, and shall not extend to OSC, any member of OSC, or to any other school district, regardless of whether such school district participated in the OSC RFP or whether such school district has or will enter into a Master Supply Agreement.

Article XII — Force Majeure

12.1 If either Party is unable to perform its obligations in whole or in part due to an event of Force Majeure as defined herein, then the obligations of the effected Party shall be suspended to the extent made necessary by such event. The term "Force Majeure" means any cause not within the control of the Party claiming relief, including, but not limited to, acts of God, acts of a governmental authority; civil disorder; the failure of the Electric Distribution Utility or RTO to receive, transport, or deliver, or otherwise perform, unless due to the failure of the Party claiming

Force Majeure to perform such Party's obligations hereunder; or any other cause which by the exercise of reasonable diligence such Party could not have prevented or is unable to overcome. Any such event of Force Majeure shall, so far as possible, be remedied with all reasonable dispatch. None of the following shall be deemed a Force Majeure event: (a) financial distress; (b) the inability of either Party to make a profit or avoid a financial loss, (c) changes in the market prices of fuel or energy, or the market price of Power, or (d) a Party's financial inability to perform its obligations under this Agreement.

Article XIII — Warranties and Limitations of Liability

13.1 Title and Risk of Loss. Title to and risk of loss related to the Power shall transfer from Supplier to Buyer at the Delivery Point(s). Supplier warrants that it will deliver to Buyer the Power free and clear of all liens, security interests, claims, encumbrances and any interest therein or thereto by any person.

13.2 Representations. Each Party represents and warrants to the other Party that: (a) it has entered into this Agreement in connection with the conduct of its business and it has the ability to make or take delivery of Power; (b) it is an "Eligible Contract Participant" as defined in Section la(12) of the Commodity Exchange Act, as amended, 7 U.S.C. §1a(12); (c) it is a producer, processor, commercial user or merchant handling energy and it is entering this Agreement for purposes related to its business; (d) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation, and has full power and authority to execute, deliver and perform its obligations hereunder; (e) this Agreement has been duly authorized, executed, and delivered by each Party and is, upon becoming effective, legally valid and binding and enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and by general equitable principles; and (f) the execution, delivery and performance of this Agreement will not conflict with or cause any default under: (i) its organizational documents; (ii) any financial commitment, credit arrangement, other agreement or instrument to which it is a party; or (iii) any applicable laws.

13.3 WARRANTIES. EXCEPT AS PROVIDED FOR IN ARTICLES 13.1 AND 13.2 OF THESE TERMS AND CONDITIONS, SUPPLIER EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, FOR OR WITH RESPECT TO ITS SUPPLY OF POWER OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13.4 REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE

LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED, NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.

Article XIV — Notices

14.1 Unless otherwise specified herein, notices shall be in writing, and may be delivered by hand delivery, United States mail, overnight courier, facsimile, or email to the persons and addresses listed in Appendix C. The persons and addresses may be changed from time to time upon request of either party and such requests shall be made one week prior to the effective date of the change. Notice by email and facsimile shall be effective only if followed by separate, additional written notice within a reasonable time. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day. Notice by overnight United States mail or other overnight courier shall be effective on the day notice is received. Notice by United States mail other than overnight United States mail shall be deemed effective when received.

Article XV — Applicable Law and Regulations

15.1 Subject to Applicable Laws and Regulations. This Agreement is subject to all applicable laws, regulations, rules and orders.

15.2 Changes in Laws or Regulations. In the event of: (a) the suspension of operation of the CRES marketplace in Ohio or (b) the fundamental alteration of the structure of the CRES marketplace in the Ohio such that Supplier's costs to serve Buyer are materially and substantially adversely affected, then Supplier may terminate this Agreement upon thirty (30) days written notice to Buyer, without penalty to either Party and such termination shall not be considered an Event of Default under this Agreement or require either Party to make the Termination Payment. In the event of any other judicial decision, order, new law, regulation, the Electric Distribution Utility tariff change, PUCO order, or a change in any law, tariff, regulation or PUCO order that materially and substantially adversely affects both Supplier's cost to serve Buyer under this Agreement and the costs to serve customers of other similarly situated CRES suppliers in Ohio, Supplier, upon written notice and submission of appropriate documentation to Buyer (a "Change Notification") may elect to adjust the price for Power to account for any such cost increases, but only in an amount equal to the minimum amount necessary to pass-through the additional cost incurred by Supplier without additional markup and only for so long as the additional cost is incurred by Supplier. Buyer may elect, no later than thirty (30) calendar days following receipt of a Change Notification, to terminate this Agreement by providing fifteen (15) days advance written notice of termination to Supplier and upon such termination, Buyer shall be required to make a Termination Payment.

Article XVI – Indemnification

16.1 Supplier Liability and Indemnification of Buyer. Supplier assumes full responsibility for Power on the Supplier's side of the Delivery Point(s), and Supplier agrees to indemnify and hold harmless Buyer from and against all claims arising from or out of any event, circumstance, act, or incident first occurring or existing prior to the Power reaching the Delivery Point, except to the extent of the negligence or willful misconduct of the Buyer.

Article XVII — Taxes and Charges

17.1 Taxes. Buyer shall be responsible for and shall pay all applicable federal, state and local Taxes levied or imposed after the Delivery Point(s). Supplier shall be responsible for and shall pay all federal, state and local Taxes levied or imposed before the Delivery Point(s). Buyer is a governmental entity and is exempt from sales and use tax. Buyer shall provide documentation of its exempt status upon request.

17.2 Reimbursement of Tax Payments to Other Party. In the event Supplier is required by law or regulation to remit or pay Taxes for which Buyer is responsible, Buyer shall promptly reimburse Supplier for such Taxes when billed by Supplier. If Buyer is required by law or regulation to remit or pay Taxes that are Supplier's responsibility hereunder, Buyer may deduct the amount of any such Taxes from the sums due to Supplier under this Agreement.

Article XVIII - Miscellaneous Provisions

18.1 Transmission and Distribution Terms and Conditions. Buyer and Supplier agree to all applicable terms and conditions of the Electric Distribution Utility that provide Power to the Buyer Premise(s), which may from time to time be amended by the Electric Distribution Utility and as approved, if necessary, by the PUCO.

18.2 Environmental Disclosures. Pursuant to Rule 4901:1-21-09 of the Ohio Administrative Code, Supplier's environmental disclosure information is provided with this Agreement and is shown at the Supplier's website. The specific web address is: ________________________ Buyer agrees that Supplier may make required quarterly updates electronically at Supplier's website in accordance with Rule 4901:1-21-09 of the Ohio Administrative Code. Supplier will also provide the information to Buyer at no charge upon request.

18.3 Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

18.4 Assignment. Neither Buyer nor Supplier shall assign this Agreement or its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Supplier may, without the consent of Buyer, pledge, encumber or assign the revenues or proceeds flowing from this Agreement in connection with any financing or other financial arrangements. Supplier may transfer or assign this Agreement to an Affiliate whose creditworthiness is equal to or higher than that of Supplier at the time of transfer or assignment; provided, however, that such assignee shall agree at the same time in writing to be bound by the terms and conditions hereof.

18.5 Entirety of Agreement. It is the intention of the Parties that this Agreement shall contain all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of Power, and this Agreement supersedes all prior agreements, whether written or oral. In the event of a complaint or issue arising from the implementation of this Agreement, representatives with authority to bind the Parties shall meet to resolve any differences. If after such meeting(s) and the passage of twenty-one (21) days no resolution is reached, the Parties shall be free to pursue other forms of issue resolution subject to the provisions of this Agreement. This Agreement may not be modified or amended except in writing and duly executed by the Parties hereto.

18.6 Waiver of Rights. A waiver by either Party of any breach of this Agreement, or the failure of either Party to enforce any of the terms and provisions of this Agreement, will not in any way affect, limit or waive that Party's right to enforce and compel strict compliance with the same or other terms or provisions of this Agreement.

18.7 Third-Party Rights. Except with respect to OSC pursuant to Section 18.13, nothing in this Agreement shall create, or be construed as creating, any express or implied rights in any person or entity other than the Parties.

18.8 Survival. No termination or cancellation of this Agreement will relieve either Party of any obligations under this Agreement that by their nature survive such termination or cancellation, including, but not limited to, all warranties and obligations of indemnity.

18.9 Cooperation. In order to give full effect and to carry out the intent of this Agreement, Buyer and Supplier agree to: (a) cooperate with each other, (b) provide information, (c) execute and deliver any instruments and documents, and (d) take such other actions as may be necessary or reasonably requested by the other Party, which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement.

18.10 Forward Contract. The Parties agree that this Agreement shall constitute a "forward contract" and that the Parties are "forward contract merchants" within the meaning of the United States Bankruptcy Code.

18.11 Access to and Release of Information by Supplier. The Parties recognize that the Buyer information is necessary for Supplier to provide Power under this Agreement. Buyer authorizes the Electric Distribution Utility to provide Supplier with any and all Buyer information, including but not limited to: all energy consumption records, rate, billing data and projection information. Buyer agrees that Supplier may provide a copy of this Agreement to the Electric Distribution Utility as necessary. Buyer's authorization under this Section 18.11 is valid during the Term of this Agreement.

18.12 Demand Response Programs. Nothing in this Agreement shall be construed as preventing Buyer from participating in any demand response program; provided, however, Buyer shall notify Supplier of its election to participate in a demand response program.

18.13 RFP Costs. The Supplier agrees to reimburse OSC for OSC's actual out of pocket expenses conducting the Request for Proposal and developing the Master Supply Agreement in an amount not to exceed $27,000. The cost of the RFP may be included in the price for competitive retail electric service.

18.14 Administrative Fee. During the Delivery Period, Supplier hereby agrees to include an administrative fee of $0.00030 in the Energy Charge for all accounts. An amount equal to the administrative fee multiplied by the monthly Metered Energy will be remitted to Buyer's respective Council of Government (META).

IN WITNESS WHEREOF, the undersigned have reviewed and agreed to the foregoing terms and conditions.

SUPPLIER	**BUYER**
DIRECT ENERGY BUSINESS, LLC	**City of Grove City**
BY: ______________________	BY: ______________________
NAME: ______________________	NAME: ______________________
TITLE: ______________________	TITLE: ______________________
DATE: ______________________	DATE: ______________________

Appendix A - Buyer's Premise(s)

[List of the street addresses and account numbers of each account covered by the Master Supply Agreement]

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Appendix B - Definitions

"Affiliate" means an entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Supplier. The term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract, or otherwise.

"Agreement" means this Master Supply Agreement.

"Business Day(s)" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

"Buyer's Premise(s)" means those premises of the Buyer that are listed in Appendix A of this Agreement.

"Competitive Retail Electric Service" or "CRES" means a component of retail electric service that is competitive, as provided in Section 4928.01(B) of the Ohio Revised Code.

"Competitive Retail Electric Service provider" or "CRES provider" means, as defined by the Chapter 4901:1-21 of the Ohio Administrative Code, an entity that sells electric energy to retail buyers in Ohio.

"Council of Government" means, as set forth in Ohio Revised Code Section 167.01, the agreement of the governing bodies of any two or more counties, municipal corporations, townships, special districts, school districts, or other political subdivisions, or the agreement with the governing bodies of any counties, municipal corporations, townships, special districts, school districts or other political subdivisions of any other state to the extent that laws of such other state permit, for establishment of a regional council consisting of such political subdivisions.

“Day-Ahead Locational Marginal Price (LMP)” means the hourly integrated market clearing marginal price for Electricity (per MWh(s)) at the location it is delivered or received as defined by the PJM ISO, as settled the day preceding the actual delivery of such Electricity.

"Defaulting Party" means the Party who has experienced an Event of Default pursuant to this Agreement.

"Delivery Period" is the period that starts on the actual Switch Date and ends immediately prior to last clock hour on the normal meter read date which commences the July 2025 billing cycle.

"Delivery Point(s)" or "Point of Delivery" has the meaning given to it in Section 4.1 of this Agreement.

"Dispute Process" means the meter accuracy dispute process of either the Electric Distribution Utility or the PUCO which addresses how to resolve a good faith dispute regarding the accuracy of the metered load used to determine Supplier's invoice to Buyer or other billing and/or service issues.

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"Early Termination Date" has the meaning given to it in Section 11.2 of this Agreement.

"Effective Date" has the meaning given to it in the preamble.

"Electric Distribution Utility" or "EDU" means the utility approved by the PUCO to provide at least retail electric distribution service to the Buyer.

"Energy Charge" During the Delivery Period, Energy Charge has the meaning given to it in Section 2.1(a) of this Agreement, and expressly includes, but is not limited to, any and all applicable RTO fees and the Included Products.

"Event of Default" means those events set forth in Section 11.1 of this Agreement.

"Force Majeure" has the meaning given to it in Section 12.1 of this Agreement.

"IDR" means interval data recording, which is a type of Metering Equipment.

"Included Products" means the components identified in Section 2.1(a)(1)-(7) of this Agreement.

"Intended Switch Date" means the first clock hour on the first normal meter read date following the submission of a request to transfer Buyer's account to Supplier's competitive retail electric service or, if applicable, the expiration of an existing agreement between Buyer and Supplier.

"kWh" means kilowatt-hour.

“Load Following Forward Purchase” means converting 100% of Buyer’s metered kWh usage from the Day-Ahead LMP index to a firm price.

"Market Price" means the amount, as determined by the non-Defaulting Party that a bona fide third party would pay for the Power at then current prevailing market prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available. To arrive at a Market Price, bona fide offers may be reasonably adjusted, with sufficient supporting documentation, for differences in transmission costs, volume, and other factors, as reasonably determined by the non-Defaulting Party. Market Price shall not be subject to adjustments for capacity costs or charges, which are excluded from the Price pursuant to this Agreement and which are separately subject to pass-through.

"Material Adverse Change" means a change in the financial condition of Buyer or a credit support provider of Buyer that materially and adversely affects Buyer's creditworthiness.

"Metered Energy" means the monthly amount of energy consumed or deemed consumed by Buyer as measured at the Delivery Point(s) by the Metering Equipment.

"Metering Equipment" means any and all equipment required for the measurement of demand, energy, reactive demand or reactive energy and the times during which said demand or energy is consumed.

"Monthly Billing Cycle" means the regular interval of time for which bills are prepared by the Electric Distribution Utility.

"New Premises" means such new buildings, locations, and/or accounts as Buyer may — from time to time — seek to add in accordance with Section 4.2 of this Agreement.

"OSC" or "Ohio School Consortium" means META Solutions, the Ohio Mid-Eastern Regional Education Service Agency, the Stark County Schools Council Government, together with Columbus City Schools and South-Western City Schools.

"Participating Accounts" means Buyer's accounts, as identified in Appendix A to this Agreement, which shall receive Power on Buyer's Premise(s) pursuant to this Agreement.

"Performance Assurance" has the meaning given to it in Section 10.1 of this Agreement.

"PJM" means PJM Interconnection, LLC.

"Power" has the meaning given to it in Section 1.1 of this Agreement.

"Price" has the meaning given to it in Section 2.1(a) of this Agreement.

"Public Utilities Commission of Ohio" or "PUCO" means the state agency of Ohio responsible for the regulation of utility service providers. It shall also mean any successors to the entity described above.

"Remaining Power" means the estimated Metered Energy for the remaining portion of the Delivery Period to be calculated monthly based on the Metered Energy for the corresponding month in the last 12-month period.

"Request for Proposal" or "RFP" means the 2024 request issued by the OSC for the supply of full requirements competitive retail electric service for various school districts in Central Ohio and other Council of Government members.

“Regional Transmission Expansion Plan (RTEP)” means PJM’s Regional Transmission Expansion Plan identifies transmission system additions and improvements needed to keep electricity flowing to the millions of people throughout PJM’s region.

"RTO" means the applicable regional transmission organization, which is currently PJM.

“Services Fee” means the fee for the services provided by Seller to meet the Service Locations' load requirements, including any applicable broker fee, which is included in the Purchase Price to be paid by Buyer.

"Switch Date" means the first clock hour following the end of the July 2025 billing cycle.

"Taxes" means all federal, state, and local taxes levied or imposed.

"Term" means the period of time during which this Agreement is in effect.

"Termination Payment" means, (a) if Supplier is the Defaulting Party, the sum of the amount of any advance payments, if any, already paid by Buyer to Supplier which are attributable to performance not yet received plus the mark to market position of Buyer for the duration of the Delivery Period remaining; and (b) if Buyer is the Defaulting Party, the sum of all amounts owed but not yet paid by Buyer, whether or not such amounts are then due, for performance provided prior to the Early Termination Date under this Agreement, plus the mark to market position of Supplier for the Remaining Power. The mark to market position of Buyer shall be calculated in a commercially reasonable manner as the Remaining Power times the positive result, if any, of the market price for 24-hour blocks of firm Power flat block forward energy in the RTO for the remainder of the Term minus applicable energy prices set out in Article 2. The mark to market position of Supplier shall be calculated in a commercially reasonable manner as the Remaining Power times the positive result, if any, of the applicable energy prices set out in Article 2 minus the market price for 24 hour flat block forward energy in the RTO for the remainder of the term. If a market price for 24 hour blocks of firm Power flat block forward energy in the RTO for the remainder of the Term is not published in a readily accessible source, such values will be calculated by the Buyer in a commercially reasonable manner.

Appendix C — Names and Addresses to which Notices Must be Sent

Buyer:

Name:

Title:

Telephone No.:

Email Address:

Facsimile No.:

Supplier:

Name:

Title:

Telephone No.:

Email Address:

Facsimile No.:

Date: 12-30-24
Introduced By: Mr. Holt
Committee: Admin.
Originated By: Mr. Holt
Approved:
Emergency: 30 Days: X
Current Expense:

No.: C-02-25
1st Reading: 01/06/25
Public Notice: 01/07/25
2nd Reading: 01/21/25
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-02-25

AN ORDINANCE TO AMEND SECTION 161.10 OF THE CODIFIED ORDINANCES TITLED EMPLOYEE STATUS, NUMBER OF EMPLOYEES PER DEPARTMENT, PAY GRADES

WHEREAS, City Council budgeted for a full-time Deputy Clerk position in the 2025 Annual Appropriation ordinance; and

WHEREAS, in order to proceed with the hiring of this position, adjustments are necessary in Section 161.10.

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

SECTION 1. Section 161.10 is hereby amended, in part, as follows:

Job#	Organization Identification	Job Title	FLSA Exemption	Classification Plan	FTE Max. Number	PTE Max. Number	Pay Grade	Minimum/ Maximum
512	City Council	Deputy Clerk of Council	N	~~C~~ U	1		5	$23.76 – 41.45

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

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law