GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

Nov. 16, 2020 | 6:30 Caucus | 7:00 p.m. Regular Meeting

Call to Order: President Houk | Roll Call: Clerk of Council | Approval of Minutes from 11/02/2020
Welcome and Reading of Agenda: President Houk | Presentation: YMCA

LANDS: Mr. Schottke

Ordinance C-58-20	Authorize the City Administrator to Execute a Pre-Annexation Agreement with the Vergil H. Sidner Trust and the Elizabeth Ann Sidner Trust for approximately 290± acres located North of S.R. 665 and East of U.S. 62. Second reading and public hearing.
Ordinance C-64-20	Approve a Special Use Permit for a Day Care Center for Kiddie Academy Grove City located South of Stringtown Rd. and East of Buckeye Parkway. First reading
Resolution CR-49-20	Approve a Certificate of Appropriateness for the construction of a Carriage House Garage located on the Southwest corner of Columbus St. and Arbutus Ave. in the Historical Preservation Area.
Resolution CR-50-20	Approve the Development Plan for Balanced Family Academy located west of Hoover Road and north of S.R. 665.
Resolution CR-51-20	Approve the Development Plan for Beulah Park – Section 2 located south of Southwest Blvd. and east of Demorest Rd.

FINANCE: Mr. Holt

Ordinance C-60-20	Levy Special Assessments for the Stringtown Road Sanitary Sewer and Waterline Improvements. Second reading and public hearing.
Ordinance C-62-20	Transfer $137,500.00 from the Deposit Trust Fund to the Capital Improvement Fund for Borror Road funding. Second reading and public hearing.
Ordinance C-63-20	Authorize the City Administrator to enter into Agreements with the Chillicothe Telephone Co. for the installation and maintenance of Fiber to the Data Center containing the City's Server Infrastructure. Second reading and public hearing.
Ordinance C-65-20	Reduce the Appropriation Amounts for Various Funds. First reading.
Ordinance C-66-20	Appropriate $50,000.00 from the S.R.665 Tax Increment Equivalent Fund for the Current Expense of paying Franklin County Auditor Collection costs. First reading.
Ordinance C-67-20	Appropriate $20,000.00 from the Scioto Township Joint Economic Development District Fund for the Current Expense of making payments in accordance with the JEDD Contract. First reading.
Ordinance C-68-20	Appropriate $250,000.00 from the General Fund for the Current Expense of removing a Portion of Arbutus Ave. for the intended Town Center Park. First reading.
Resolution CR-52-20	Extend the date by which the City Administrator must report to Council under Ord. C-21-19 to January 15, 2021.

Call for New Business | Call for Dept. Reports & Closing Comments | Adjourn: President Houk

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ON FILE: Minutes of: 11/02 Council Meeting; 11/03 Plan. Comm.

Date: 10-27-20
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Smith
Sponsor : Mr. Schottke
Emergency:___ 30 Days: x
Current Expense:___

No.: C-58-20
1st Reading: 11/02/20
Public Notice: 11/03/20
2nd Reading: 11/16/20
Passed:___ Rejected:
Codified:___ Code No:
Passage Publication:

ORDINANCE C-58-20

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE A PRE-ANNEXATION AGREEMENT WITH THE VIRGIL H. SIDNER TRUST AND THE ELIZABETH ANN SIDNER TRUST FOR APPROXIMATELY 290+ ACRES LOCATED SOUTH OF STATE ROUTE 665 AND WEST OF U.S. ROUTE 62

WHEREAS, the Virgil H. Sidner Trust And The Elizabeth Ann Sidner Trust (collectively "Owners") are the owners of 290± acres of land generally bounded by S.R. 665 to the south, U.S. 62 to the west and Solid Waste Authority of Central Ohio to the east; and

WHEREAS, the Owners desire to annex the Property upon the terms and conditions in the Pre-Annexation Agreement attached hereto.

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

SECTION 1. The City Administrator is hereby authorized to enter into the Pre-Annexation Agreement on behalf of the City, in substantially the form attached hereto as Exhibit A, along with any changes or amendments thereto not inconsistent with this ordinance and not substantially adverse to the City and which shall be approved by the City Administrator, provided that the approval of such changes and amendments thereto by the City Administrator, and the character of those changes and amendments as not being substantially adverse to the City, shall be evidenced conclusively by the City Administrator's execution and delivery thereof.

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

___
Christine A. Houk, President of Council

Passed:

___
Richard L. Stage, Mayor

Effective:

Attest:

___
Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

___
Stephen J. Smith, Director of Law

C-58-20
Exhibit A

ANNEXATION AGREEMENT
CITY OF GROVE CITY OHIO

This Annexation Agreement (the "Agreement") is made and entered into this ___ day of October 2020 (the "Effective Date"), by and between The City of Grove City, Ohio (the "City"), and The Virgil H. Sidner Trust Dated the 23rd Day of October, 2001, Louise Crago and Laura J. Sidner, Successor Co-Trustees, and Elizabeth Ann Sidner, Trustee of the Elizabeth Ann Sidner Trust Dated the 23rd Day of October, 2001 (the "Property Owner").

I. BACKGROUND

A. Property Owner is the owner of property consisting of approximately two hundred ninety (290) acres of land located in Jackson and Pleasant Townships in Franklin County, Ohio, the depiction of which is attached hereto as **Exhibit "1"** (the "Property"). The Property is contiguous to the municipal boundary of the City. It is the intention of the parties that the Property include all property owned by Property Owner east of Harrisburg Pike and no property owned by Property Owner west of Harrisburg Pike.

B. The City desires that the Property be annexed into the City of Grove City in order for the City to expand its territory and to preserve and expand its future tax base for the benefit of its citizens.

C. The Property Owner desires that the Property be annexed into the City of Grove City in order to, among other reasons, obtain the benefits to the Property set forth in this Agreement.

D. Subject to the terms and conditions set forth herein, the Property Owner is willing to annex, and the City is willing to accept, the Property into the City of Grove City.

II. TERMS AND CONDITIONS

A. Background. The above Background is incorporated into the Terms and Conditions as if fully written herein.

B. Annexation Petition. The Property Owner shall sign the annexation petition attached hereto as **Exhibit "2"** (the "Petition") for the purpose of seeking annexation of the Property into the City. Property Owner shall cause the Petition to be filed with the Franklin County Commissioners. All costs and expenses in petitioning for the annexation will be borne by Property Owner.

Once this Agreement is signed by Property Owner and the City, Property Owner agrees that it will not remove its name from the Petition and will continue to support the annexation to the City throughout the entire annexation process, including any appeal or court action, provided, however, Property Owner's continued cooperation in the annexation of the Property shall be

LJS

subject to and conditioned upon the City's performance of its duties and obligations as memorialized in the Agreement, and provided that annexation and inclusion in the CRA shall occur within the Term, as defined below. Property Owner and City will provide statutorily required affidavits for presentation to the Franklin County Board of County Commissioners in support of annexation of the Property and, if necessary, the City, and/or its respective agents or assigns, will testify regarding the merits of the annexation at a hearing held before the Franklin County Board of Commissioners or subsequent court hearings.

C. Service Resolution. Pursuant to R.C. Section 709.03(D), the City agrees to enact the appropriate City Service Resolution stating the municipal services that can be provided to the Property.

D. Zoning. The portion of the Property located in Pleasant Township is zoned R-Rural District and the portion of the Property located in Jackson Township is zoned for Industrial and Commercial uses. Subject to Section II(H) below, upon the annexation of the Property to the City, the City shall rezone the Property to the R-A Rural (Agricultural) Zoning District pursuant to City Code Section 1139.05(a) (the "R-A Zoning District"). The R-A Zoning District permits Property Owner to continue farming operations on the Property as a permitted use within the City of Grove City, and the Property shall remain in the R-A Zoning District, also known as the Rural District (under City Code Section 1135.16) until the Property Owner rezones the Property to a different classification.

E. CRA and NCA.

1. CRA. The City agrees to expand the existing pre-1994 Community Reinvestment Area (the "CRA") to include the Property. Subject to Section II(E)(2) below, the inclusion of the Property into the CRA will make the Property eligible for a 100%, 15 year real property tax exemption for new construction on the Property. The tax exemption will not apply to construction used for agricultural purposes but will apply to new construction on the Property occurring after the Property is rezoned to a zoning classification that permits uses other than agriculture.

2. NCA. Property Owner acknowledges that the expansion of the CRA will include multiple properties, including the Property. Property Owner agrees to petition, after the successful expansion of the CRA, along with other property owners, for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") for the purpose of causing property owners within the expanded CRA area to pay a community development charge equal to fifteen percent (15%) of the real property taxes that would have been due but for the tax abatement created by the CRA. The proceeds of the NCA charge will be paid to the Community Authority that must use the funds for future public infrastructure benefiting the CRA expanded area. The net affect of the NCA

CJS

charge is that the properties within the CRA expanded area, including the Property, will receive an effective eighty-five percent (85%) real property tax abatement on the increased valuation of the Property attributable to new construction (excluding construction used for agricultural purposes). So long as the Property is zoned and used for agricultural purposes, Property Owner will not be charged the NCA charge.

F. Use of Property. The City acknowledges that Property Owner intends to continue to use the Property for agricultural purposes (as described in Section II(F)(1) below) for the foreseeable future. For that reason, and in consideration of Property Owner agreeing to annex the Property to the City, the City agrees that so long as the Property is used for agricultural purposes, in addition to rezoning the Property pursuant to Section II(D) above, to the following:

1. Income Tax. As an incentive for the annexation of the Property and the inclusion of the Property in the NCA, the City agrees to enter into an economic development grant with the Property Owner to make a grant to the Property Owner, any share cropper, or any lessee of the Property, payable from non-tax revenues of the City, in an amount equal to any City income taxes paid on any income derived from agricultural activities, to include the growing of crops on the Property, timber extraction, and similar pasturage, horticulture, viticulture, animal and poultry husbandry, falling within City Code Section 1135.16 (acknowledging that such activities cannot create unsanitary conditions, health or safety hazard or offensive noise and odors). The annual grant payments shall be made by the City no later than the date which is sixty (60) days after the date in which the income tax remittance is received by the City from the Regional Income Tax Agency ("RITA"), and all tax returns and submissions for a given tax year have been finalized.

2. Utilities. The City shall not require Property Owner to extend utilities to the Property nor will the City impose any special assessments or other charges on the Property, unless otherwise agreed to by Property Owner.

3. Improvements. The City shall not require any involuntary physical improvements to the Property.

G. Detachment Upon Default; Outside Date and Right of Termination. If the City defaults on the terms and conditions set forth in Section II(D), Section II(E)(1), and/or (if prior to the full and final completion of those items under Section II(D) and Section II(E)(1)), Section II(F) of this Agreement (the "City's Default"), the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City. Furthermore, in the event of a City Default, the City shall consent to and not oppose the Property Owner's petition to detach the Property from the City and shall take all actions provided by law to cause the detachment of the Property, solely at the City's expense.

Furthermore, if the actions contemplated under Section II(D) and Section II(E)(1) cannot be achieved on or before nine (9) months after the filing of the Petition (the "Term"), then with written notice to the City, Property Owner may unilaterally either extend the Term or terminate the Agreement. In the event Property Owner elects to terminate the Agreement such termination shall be effective thirty (30) days after the date of such notice. Upon such notice, and the termination as aforesaid, the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City, so long as such detachment is commenced within ninety (90) days of the termination of this Agreement.

H. Condition Precedent. Property Owner and the City acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the City Council and shall take effect upon such approval and execution. Property Owner and the City also acknowledge that any action on an annexation, zoning, rezoning, and expansion of the CRA, must be finally approved by the City Council to become effective.

I. Miscellaneous.

1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.

2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impractically, and/or acts of God.

3. Remedies. Except as otherwise limited by ORC Chapter 2744 as to action for or against the City, and in addition to Property Owner's remedy set forth in Section II(G), the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.

4. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City. This Section II(I)(4) does not limit the City's review and approval for subdividing or splitting parcels of land from a larger tract.

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5. Addresses for Notices. Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent by national courier service or certified/registered U.S. Mail, to all parties of this Agreement, or such other method as mutually agreeable:

If to Property Owner: c/o Louise Crago
1499 Hiatt Road
Clarksville, Ohio 45113

With a Copy to: John D. Jolley
Isaac Wiles
Two Miranova Pl.
Suite 700
Columbus, OH 43215

If to City: City of Grove City
4035 Broadway
Grove City, Ohio 43123
Attn: City Administrator

6. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.

7. Entire Agreement Merger Clause; Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.

8. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.

9. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.

12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Signed as of the ___ day of October, 2020

[Signatures on Following Page]

LS

City of Grove City

by:__________________________________

Date: ____________________

per authority granted by

Ordinance No.: ______________________

Passed _______________, 2020.

Property Owner

The Virgil H. Sidner Trust Dated the 23rd Day of October, 2001

By: Louise Crago
Louise Crago, Successor Co-Trustee
Date: 10/1/2020

By: Laura J Sidner
Laura J. Sidner, Successor Co-Trustee
Date: 10-1-2020

Elizabeth Ann Sidner, Trustee of the Elizabeth Ann Sidner Trust Dated the 23rd Day of October, 2001

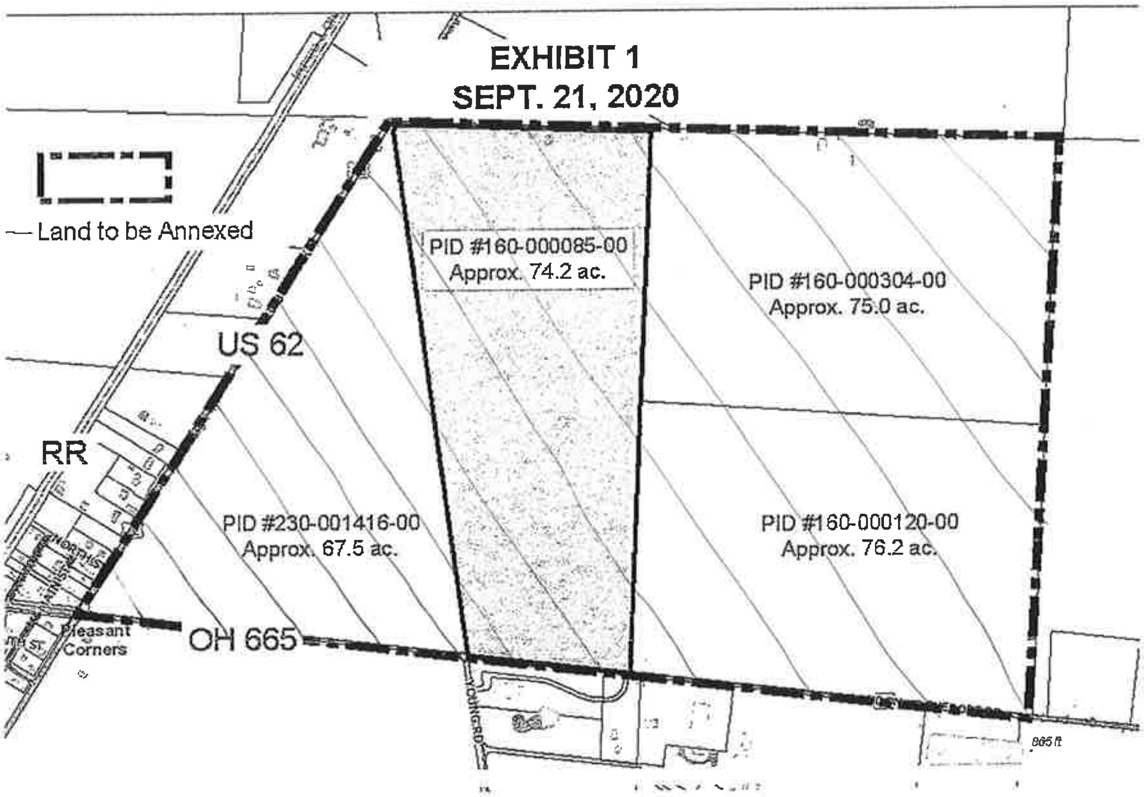
By: Elizabeth Ann Sidner
Elizabeth Ann Sidner, Trustee
Date: 10/1/2020

Approved as to Form:

____
Stephen J. Smith, Law Director

Exhibit "1"

(Depiction of Sidner Land to be Annexed)



Notes:

(1) Parcel acreages are approximate and will be confirmed by survey prior to annexation.

(2) Total acreage to be annexed is approximately 293, to be confirmed by survey prior to annexation.

(3) All land that is part of Parcel # 230-001416-00 that is west of U.S. Route 62 is excluded from this annexation.

US

Exhibit "2"
(Annexation Petition)

Franklin County
Board of Commissioners
ECONOMIC DEVELOPMENT
& PLANNING
1803
Economic Development & Planning Department
James Schimmer, Director

Application for
Annexation Petition
Expedited Type 2
Pursuant to ORC §709.023

2

Property Information

Site Address: 5544 and 5577 Harrisburg Pike & 3936 London Groveport Road

Parcel ID(s): Part of 230-001416, and all of 160-000085, 160-000304 and 160-000120	Total Acreage: 293+/-
From Township: Jackson and Pleasant	To Municipality: Grove City

Property Owner Information
*In the event of multiple owners, please attaxch seperate sheet

Name: See Attached Exhibit A

Address:

Phone #	Fax #

Email:

Attorney/Authorized Agent Information

Name: Donald Plank, Plank Law Firm, LPA

Address: Plank Law Firm LPA, 411 East Town Street, Floor 2, Columbus, OH 43215

Phone # (614) 947-8600	Fax # (614) 228-1790

Email: dtp@planklaw.com

Staff Use Only

Case # ANX-

Hearing Date:

Date Filed:

Fee Paid:

Receipt #:

Received By:

Notification Deadline (*5 days*):

Svc Statement Deadline (*20 days*):

Document Submission

The following documents must accompany this application on letter-sized 8 ½" x 11" paper:

- ☐ Legal description of the property
- ☐ Fee Payment (*checks only*)
- ☐ Map/plat of property
- ☐ List of adjacent properties

Petitioners Signature

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Property Owner	Date	Property Owner	Date
Attorney or Authorized Agent	Date	Attorney or Authorized Agent	Date

Exhibit A

Property Owner Information

Names:

(1) The Virgil H. Sidner Trust Dated the 23rd Day of October, 2001, Louise Crago and Laura J. Sidner, Successor Co-Trustees, and

(2) Elizabeth Ann Sidner, Trustee of the Elizabeth Ann Sidner Trust Dated the 23rd Day of October, 2001.

Address: 1499 Hiatt Road, Clarksville, Ohio 45113

Phone Number: (937) 289-3167

Fax Number: NONE

Email: steven_crago@aol.com

HJ

Date: 11/09/20
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: ____
Emergency: ___ 30 Days: ___
Current Expense: ____

No.: C-64-20
1st Reading: 11/16/20
Public Notice: 11/17/20
2nd Reading: 12/07/20
Passed: ___ Rejected: ___
Codified: ___ Code No: ___
Passage Publication: ___

ORDINANCE C-64-20

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A DAY CARE CENTER FOR KIDDIE ACADAMY GROVE CITY LOCATED SOUTH OF STRINGTOWN AND EAST OF BUCKEYE PARKWAY

WHEREAS, Kiddie Academy Grove City, applicant, has submitted a request for a Special Use Permit for a Day Care Center located south of Stringtown Road and east of Buckeye Parkway; and

WHEREAS, on November 05, 2020, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, as submitted.

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)Ap is hereby issued to Kiddie Academy Grove City, located south of Stringtown Road and east of Buckeye Parkway, 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

Date: 11-09-20	No.: CR-49-20
Introduced By: Mr. Schottke	1st Reading: 11/16/20
Committee: Lands	Public Notice:
Originated By: Plan. Comm.	2nd Reading:
Approved:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

RESOLUTION NO. CR-49-20

A RESOLUTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS FOR THE CONSTRUCTION OF A CARRIAGE HOUSE GARAGE LOCATED ON THE SOUTHWEST CORNER OF COLUMBUS ST AND ARBUTUS AVE IN THE HISTORICAL PRESERVATION AREA

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

WHEREAS, on November 03, 2020 the Planning Commission recommended approval of the Certificate of Appropriateness request for the construction of a new carriage house garage located on the southwest corner of Columbus St. and Arbutus Ave., for Mr. & Mrs. Titus, with the following stipulation:

1. All necessary variances shall be obtained through the Board of Zoning Appeals.

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

SECTION 1. This Council hereby approves the Certificate of Appropriateness for the construction of a new carriage house garage located on the southwest corner of Columbus St. and Arbutus Ave., for Mr. & Mrs. Titus, contingent upon the stipulation set by Planning Commission.

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: 11/10/20
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: ___
Emergency: ___ 30 Days: ___
Current Expense: ___

No.: CR-50-20
1st Reading: 11/16/20
Public Notice: ___
2nd Reading: ___
Passed: ___ Rejected: ___
Codified: ___ Code No: ___
Passage Publication: ___

RESOLUTION NO. CR-50-20

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR BALANCED FAMILY ACADEMY LOCATED WEST OF HOOVER ROAD AND NORTH OF STATE ROUTE 665

WHEREAS, on November 03, 2020, the Planning Commission recommended approval of the Development Plan for Balanced Family Academy with the following deviations and stipulations:

1. A deviation shall be granted to the required five-foot (5') parking setback from the north property line to allow for a zero (0) setback, with the understanding that this drive will be widened to accommodate two-way traffic and become a shared drive with the property to the north when it is developed;
2. A deviation shall be granted to exceed the permitted building signage by 69.4 square feet, noting that this square footage includes the tree graphic in the east elevation;
3. A deviation shall be granted to allow for a right-in/right-out, left-in access point to the site from Hoover Road in place of the right-in/right-out permitted in the Zoning Text, noting that this modified access will alleviate stacking demand for the southern private roadway;
4. A Development plan(s) shall be submitted to review roadway design, street trees, street lighting and design of the center open space including the regional stormwater pond;
5. Wall mounted fixtures shall be added to the south elevation of the building to meet the 0.5 footcandle requirement;
6. The applicant shall work with the City during the Site Improvement Plan (engineering plan) review to ensure that the northern drive aisle is adequate in width for emergency apparatus.

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

SECTION 1. This Council hereby approves the Development Plan for Balanced Family Academy located west of Hoover Rd. and north of S.R. 665, contingent upon the deviations and stipulations set by Planning Commission.

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

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

___
Christine Houk, President of Council

___
Richard L. Stage, Mayor

Passed:
Effective:

Attest:

___
Tami K. Kelly, MMC, Clerk of Council

Date: 11/10/20	No.: CR-51-20
Introduced By: Mr. Schottke	1st Reading: 11/16/20
Committee: Lands	Public Notice:
Originated By: Plan. Comm.	2nd Reading:
Sponsor:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

RESOLUTION NO. CR-51-20

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR BEULAH PARK - SECTION 2 LOCATED SOUTH OF SOUTHWEST BLVD. AND EAST OF DEMOREST ROAD

WHEREAS, on November 03, 2020, the Planning Commission recommended approval of the Development Plan for Beulah Park – Section 2, with the following stipulations:

1. The applicant shall work with the Urban Forester to revise plan material within the Park Street traffic circle to ensure clear line of sight;
2. The applicant shall work with Development Department Staff to determine the most appropriate mode of traffic calming at the intersection of Beulah Park Drive/Elm Street and Park Street that does not require atypical traffic patterns;
3. "No Parking" signs shall be removed from the northern side of Street K;
4. All conspan crossings, for vehicular and pedestrian crossings, shall have stone facing similar to Beulah Park Section 1. If the pedestrian crossing design is modified to an alternative bridge structure, the applicant shall work th Development Department Staff to determine appropriate finishes.

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

SECTION 1. This Council hereby approves the Development Plan for Beulah Park – Section 2, located south of Southwest Blvd. and east of Demorest Rd., contingent upon the stipulations set by Planning Commission.

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

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

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:	10/27/20	No.:	C-60-20
Introduced By:	Mr. Holt	1st Reading:	11/02/20
Committee:	Finance	Public Notice:	11/03/20
Originated By:	Clerk	2nd Reading:	11/16/20
Sponsor:		Passed: ____ Rejected:	
Emergency: ___ 30 Days: ____		Codified: ___ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE C-60-20

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE STRINGTOWN ROAD SANITARY SEWER AND WATERLINE IMPROVEMENTS

WHEREAS, this Council did, on the 15th day of May, 2017, duly adopt Resolution No. CR-20-17 declaring the necessity of constructing certain water and sewer line extensions in front of properties abutting on the north and south sides of Stringtown Road in accordance with Chapters 727 and 729 of the Ohio Revised Code; and

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

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

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

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

SECTION 1. The list of estimated assessments of the cost of constructing certain water and sewer lines in the City of Grove City, Ohio as provided for in said Resolution CR-20-17 heretofore reported to this Council and now on file in the office of the Clerk of this Council, and aggregating in the amounts as shown on the attached exhibit for the water and sewer line extensions be and the same hereby are adopted and confirmed.

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

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

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

SECTION 5. The total assessment against each lot and parcel of land shall be payable in cash to the Director of Finance of said City within thirty days after the passage of this ordinance, or, at the option of the property owner, assessed in thirty (30) annual installments. All assessments and installments thereof which have not been paid at the expiration of said thirty-day period shall be certified by the Clerk of this Council to the County Auditor to be placed by him on the tax duplicate and collected at the same time and in the same manner as other taxes are collected, as provided by law.

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

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

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

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

____

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

C-60-20

Table 3 - Final Assessement Values

ASSESSMENT BASED ON 25% FRONTAGE and 75% ACREAGE									
Does not include costs for LAND ACQUISTION, UTILITY RELOCATION, or INTEREST/CARRYING COSTS OF ASSESSED VALUES									
PARCEL INFORMATION									
	Ref No.	**Parcel ID**	**Owner**	**Location**	**Frontage (ft)**	**Acreage (Ac)**	**BENEFITS Water**	**BENEFITS Sanitary**	**TOTAL UTILITY ASSESSMENT WATER/ SANITARY (ACTUAL)**
Stringtown Road (Northside)	1	160-001100	1220 Stringtown LLC	00000 Stringtown Road	89	0.6	Yes	Yes	$13,007.66
	2	160-001099	1220 Stringtown LLC	1200 Stringtown Road	91	0.4	Yes	Yes	$10,848.40
	3	***040-016051-00*** (formerly, 160-001098, 160-001097, 160-001096, 040-014329, 040-014328)	1220 Stringtown LLC	1210 Stringtown Road	100	0.5	Yes	Yes	$12,319.45
	4		1220 Stringtown LLC	1220 Stringtown Road	100	0.5	Yes	Yes	$12,333.16
	5		***1220 Stringtown LLC***	1230 Stringtown Road	100	0.5	Yes	Yes	$12,356.84
	6		***1220 Stringtown LLC***	1240 Stringtown Road	100	0.5	Yes	Yes	$12,339.39
	7		***1220 Stringtown LLC***	1250 Stringtown Road	101	0.5	Yes	Yes	$12,392.35
	8	040-014327	5850 Ravine LLC	1260 Stringtown Road	99	0.5	Yes	Yes	$12,306.99
	9	040-014326	5850 Ravine LLC	1270 Stringtown Road	99	0.5	Yes	Yes	$12,286.43
	10	040-014325	5850 Ravine LLC	1280 Stringtown Road	101	0.5	Yes	Yes	$12,398.58
	11	040-009263	***EFS Holding LLC***	1320 Stringtown Road	275	1.4	Yes	Yes	$35,043.98
	12	040-011797	***792-794 Elm LLC***	1350 Stringtown Road	274	1.5	Yes	Yes	$36,578.15
	13	040-011803	792-794 Elm LLC	1370 Stringtown Road	216	1.2	Yes	Yes	$29,155.68
	14	160-000943	1380 Stringtown LLC	1380 Stringtown Road	109	2.0	Yes	Yes	$32,992.35
	15	040-007342	Manheim Services Corp	1394 Stringtown Road	110	2.0	No	Yes	$20,813.71
Stringtown Road (Southside)	18	160-002848	Stringtown & Jackson LLC	Jackson Pike	287	2.1	Yes	Yes	$44,912.81
	19	160-000336	Stanley & Margaret Clay	1209 Stringtown Road	199	5.1	Yes	Yes	$79,096.86
	20	160-002847	Tamara B Paddock	1213 Stringtown Road	202	5.1	Yes	Yes	$79,300.60
	21	160-002838	Reorganized Church of Jesus Christ Latter Day Staints	1255 Stringtown Road	200	5.1	Yes	Yes	$79,157.30
	22	160-002831	Reorganized Church of Jesus Christ Latter Day Staints	1255 Stringtown Road	212	5.1	Yes	Yes	$80,031.36
	23	040-015521	Ohio Health Corp	1293 Stringtown Road	889	21.6	Yes	Yes	$325,382.71
				TOTAL =	**3,953**	**56.9**			**$965,054.78**

Date: 10/27/2020	No.: C-62-20
Introduced By: Mr. Holt	1st Reading: 11/02/20
Committee: Finnace	Public Notice: 11/03/20
Originated By: Mr. Turner	2nd Reading: 11/16/20
Sponsor : Mr. Holt	Passed:____ Rejected:
Emergency:___ 30 Days: x	Codified:___ Code No:
Current Expense:__________	Passage Publication:

ORDINANCE C-62-20

AN ORDINANCE TO TRANSFER $137,500.00 FROM THE DEPOSIT TRUST FUND TO THE CAPITAL IMPROVEMENT FUND FOR BORROR ROAD FUNDING

WHEREAS, City Council approved Ordinance C-04-20 on January 21, 2020 to appropriate funds for Borror Road improvements; and

WHEREAS, certain deposits on hand were anticipated as sources for the appropriation; and

WHEREAS, on January 9, 2004, Beazer Homes deposited $17,500.00 into the Deposit Trust Fund to pay for anticipated future expenses of Borror Road improvements; and

WHEREAS, on June 27, 2013, Rockford Homes deposited $120,000.00 into the Deposit Trust Fund to pay for anticipated future expenses of Borror Road improvements; and

WHEREAS, these deposits need to be transferred into the fund which will pay for the improvements.

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

SECTION 1. There is hereby transferred $137,500.00 from the Deposit Trust Fund to the Capital Improvement Fund.

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

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

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: 10-27-20	No.: C-63-20
Introduced By: Mr. Holt	1st Reading: 11/02/20
Committee: Finance	Public Notice: 11/03 /20
Originated By: Mr. Smith	2nd Reading: 11/16 /20
Sponsor: Mr. Holt	Passed: ____ Rejected:
Emergency: ___ 30 Days: x	Codified: ___ Code No:
Current Expense: ________	Passage Publication:

ORDINANCE C-63-20

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AGREEMENTS WITH THE CHILLICOTHE TELEPHONE COMPANY ("HORIZON") FOR THE INSTALLATION AND MAINTENANCE OF FIBER TO THE DATA CENTER CONTAINING THE CITY'S SERVER INFRASTRUCTURE

WHEREAS, the City will be replacing its existing fiber circuits to the data center containing the City's server infrastructure; and

WHEREAS, the City currently pays $2,900 per month ($34,800 per year) to Spectrum and $2,995.76 a month ($35,949.12 per year) to Crown Castle for a total of $5,895.76 per month ($70,749.12 per year) for both connections.

WHEREAS, under these new agreements the City will pay $4,000 per month ($48,000 per year) for two connections, resulting in a savings of approximately 32%; and

WHEREAS, this Agreement is for sixty (60) months and must be approved by Ordinance.

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

SECTION 1. The City Administrator is hereby authorized to enter into multi-year agreements with the Chillicothe Telephone Company ("HORIZON") for the installation and maintenance of fiber to the City's data center upon the terms and conditions set forth in Exhibits A and B.

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

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

THE CHILLICOTHE TELEPHONE COMPANY ("HORIZON")
FIBER SERVICE AGREEMENT

☐ New Agreement
☐ Renewal Agreement

CUSTOMER INFORMATION		Account Number:			
Company's Legal Name City of Grove City	D/B/A		Federal Tax ID Number		
Street Address 4035 Broadway	City Grove City	State OH	Zip Code +4 43123	Telephone Number	

CONTACT INFORMATION			
Primary Contact Todd Hurley	Contact Phone Number (614) 277-1725	Wireless Number	E-Mail Address thurley@grovecityohio.gov
Billing Contact	Contact Phone Number	Wireless Number	E-Mail Address
Technical Contact	Contact Phone Number	Wireless Number	E-Mail Address
After Hours Contact	Contact Phone Number	Wireless Number	E-Mail Address

Estimated Days to Complete: 180*

*Estimated Days to Complete do not begin until this Agreement has been fully executed by both parties.

SERVICES

Customer agrees to purchase from Horizon, and Horizon agrees to provide to Customer, the following services (the terms and conditions set forth in this agreement.

Product/ Service	Bandwidth	Service Location - A to Z Street Address, City, State, Zip	Monthly Fee	Equip. / NRC	Contract Term
Dark Fiber	2 strands	3805 Marlane Drive Grove City, OH 43123	$2,000.00	$0.00	60 months
			$	$	
			$	$	
			$	$	
			$	$	
			$	$	
		Total	$2,000.00	$0.00	

Service Description: Horizon to provide 2 dark fiber strands to 3805 Marlane Drive Grove City, OH 43123

Maintenance: The maintenance of the fiber and Horizon's electronics from Customer demarcation at 3805 Marlane Dr, Grove City, OH 43123 to the internet, is Horizon's responsibility. Service degradation should be reported by Customer per ***Addendum A - Priority Response Procedure for High Availability Services.***

Customer Equipment Responsibility: The Services will be terminated on Horizon Equipment for Customer interface. ***It will be the Customer's responsibility to provide wall or rack space, dedicated*** AC or DC power, and physical security of the equipment. ***Interconnection of the Services and equipment with Customer's equipment will be performed by Customer.*** Customer shall provide adequate access for Horizon maintenance personnel to Horizon's equipment in order for Horizon to maintain the Service per ***Addendum B - Product Quality Commitment for High Availability Business Services***.

Agreement Confidentiality: To the extent permitted under Ohio law this Agreement and any information concerning its pricing, terms, conditions are Horizon's confidential and proprietary information, and Customer will not disclose such information to third parties.

Disclaimer: Horizon has attempted to provide accurate information in this Agreement. Horizon assumes no responsibility for any errors, inaccuracies, omissions, delays or other defect in any of the information in this Agreement.

Firm Order Confirmation (FOC): Upon receipt of a fully executed Service Agreement and within fourteen (14) business days Horizon shall provide customer a FOC. The FOC will provide any necessary Service intervals as well as a committed FOC Date for the Service(s) included in this Agreement. Customer's fault, negligence or failure to perform Customer's responsibilities may not delay the Acceptance Date beyond the FOC Date.

Upgrades and Downgrades: In the event a service is upgraded any additional cost, if applicable will begin on the date the service is upgraded. Any decrease in bandwidth cannot be lower than the bandwidth ordered in the current Service Agreement.

Representations: Customer (a) represents that all information it has provided Horizon is correct; (b) agrees that it has read and agreed to all terms of this Agreement, including the Terms and Conditions and the following Addenda (if any); and (c) represents that its signatory is authorized to sign on Customer's behalf, or on behalf of any authorized subordinate agency under Customer. The Customer's signatory also represents that he or she is authorized to sign for the Customer, or is authorized to sign for any Customer's authorized subordinate agency.

Entire Agreement: This Agreement, including the Addenda and Terms and Conditions hereto, which are hereby incorporated by reference and made a part of this Agreement as if they were set forth herein in their entirety, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and representations between them as to such subject matter, and there are no representations, restrictions, agreements, arrangements or undertakings, oral or written, between the parties relating to the transactions contemplated hereby which are not fully expressed or referred to herein.

Taxes: The fees set forth herein do not include applicable taxes and other similar charges that may be part of the fee charged by Horizon hereunder and which shall be the responsibility of the Customer as set forth in this Agreement.

{Signature page follows.}

BY SIGNING THIS AGREEMENT, THE CUSTOMER INDICATES THAT IT HAS READ AND UNDERSTANDS THIS FIBER SERVICE AGREEMENT AND AGREES TO THE TERMS AND CONDITIONS AS WELL AS THE SERVICES ORDERED HEREIN.

Company: City of Grove City

By: ______________________________

Name: Charles Boso Jr.

Title: ______________________________

Date: ______________________________

The Chillicothe Telephone Company:

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

The Chillicothe Telephone Company Executive Approval

By: ______________________________

Date: ______________________________

HORIZON

TERMS AND CONDITIONS

1. **Customer Responsibility**: Customer shall obtain and maintain throughout the term of this Agreement such consents (including, without limitation, landlord and land owner consents) as are necessary to timely permit, and shall timely permit, Horizon personnel to install, deliver, operate and maintain the Services and any necessary equipment, as contemplated herein, at Customer's facilities. Customer shall permit Horizon to access the Customer or Customer's end user facilities at reasonable times as needed to install, configure, operate, upgrade, maintain or remove its equipment and other service components located at Customer's facilities. Customer shall make and maintain throughout the term all site preparations necessary to permit the installation, maintenance, and operation of the Services and any equipment as specified by Horizon. Provided Customer properly performs all necessary site preparation and provides Horizon with all required consents, Horizon shall use commercially reasonable efforts to install the Services in accordance with a mutually agreed upon schedule. Customer shall have three (3) days after receipt of a Completion Notice ("Acceptance Period") to test and provide Horizon notice accepting or rejecting the Service. If Customer determines during the Acceptance Period that the Service is not operating in conformity with Horizon's service specifications, Customer shall immediately notify Horizon (specifying in reasonable detail the defect or failure of the Service). In the event that Customer notifies Horizon in writing that the Service is unacceptable, Horizon shall, within thirty (30) days following receipt of such notice, remedy the Service and re-deliver such Service to Customer. The foregoing process shall continue until the Service shall have been accepted in writing by Customer or three attempts have been made by Horizon without the Service complying with Horizon's service specifications. If Customer fails to notify Horizon of its acceptance or rejection of the Completion Notice within any applicable Acceptance Period, Customer shall be deemed to have accepted such Service. Customer's sole and exclusive remedy for Horizon's failure to provide Service as set forth above shall be to terminate the failed Service without liability to either party. In the event that a Service has been delivered and the Customer is not ready to activate the Service, Horizon retains the right to bill for the Services after three (3) business days from testing.

2. **Installation Fee**: The installation fee provided to Customer in any applicable order(s) (the "Estimate") pursuant to the Agreement is preliminary and tentative, rendered on less than all necessary information, and, as such, it is subject to change based on Horizon's determination that its costs may exceed the Estimate. Should Horizon make such a determination, it shall provide written notice to Customer that includes a revised installation fee (a "Fee Change Notice"). Customer shall pay to Horizon the difference between the amount of the revised installation fee set forth in the Fee Change Notice and the amount of the Estimate. Customer shall make such payment no more than thirty (30) days after receiving the Fee Change Notice. If Horizon issues a Fee Change Notice to Customer, either Customer or Horizon may, at their respective options, terminate the Agreement without penalty by delivering written notice to the non-terminating party no later than, with respect to Customer, fifteen (15) days following its receipt of the Fee Change Notice and, with respect to Horizon, thirty (30) days following its issuance of the same.

3. **Obligation to Pay**: All invoices are due and payable upon receipt. Customer shall pay invoices in full, including any applicable tax or surcharges, within twenty-five (25) days of receipt. After 25 days, any remaining balance on the account is deemed overdue, and Horizon may charge a late fee for all overdue amounts. The late fee will be the lower of one and one-half percent (1½%) per month assessed in full in the first month of the billing period or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. In addition to the foregoing, and all other available remedies, following ten (10) business days' notice, Horizon may discontinue Customer's access to the Service in whole or in part, until such overdue amounts, together with interest, are paid. Horizon may require a security deposit, letter of credit, advance

payment for Service or other reasonable assurances of payment from Customer. Failure to remit payment for any invoice within sixty (60) days of invoice shall constitute a default of a material term of this Agreement, and Horizon may terminate this Agreement, and Customer shall be liable for any past due charges, interest, late fees, termination fees and Horizon's attorney's fees.

4. **Termination**: In the event that Customer fails to comply with any applicable laws or regulations or the terms of this Agreement, Horizon may suspend or discontinue Customer's Services in whole or in part without advance notice. In addition, Horizon may immediately suspend Customer's use of the Service if such use is determined by Horizon, at its sole discretion, to be resulting in a material degradation of Horizon's network, until such time as such degradation has been remedied. In the event of a suspension, Horizon may require a reconnect charge to restart the suspended Service. Upon the cancellation, termination or expiration of this Agreement: (a) Horizon's obligations hereunder shall cease; (b) Customer promptly shall pay all amounts due and owing to Horizon for Services delivered prior to the date of termination or expiration and any applicable de-installation fee or termination fees, if any; (c) Customer promptly shall cease all use of any software provided by Horizon hereunder, and shall return such software to Horizon; and (d) Customer shall return to Horizon or permit Horizon to remove, in Horizon's sole discretion, the equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Horizon for the repair or replacement, at Horizon's discretion, of any equipment not returned in accordance with this section. In addition, notwithstanding anything to the contrary herein, upon early termination of an order by Customer for any reason, Customer shall pay Horizon any unpaid portion of the installation fee set forth in the applicable order(s), and at Horizon's option, (1) promptly pay Horizon a termination fee equal to all of the Services charges that would have been due for the remainder of the initial term or the then-current renewal term (exclusive of any discount previously received by Customer) or (2) reimburse Horizon for all volume, term or other discounts and credits provided in anticipation of full performance of Customer's obligations, as applicable. Upon any termination, Customer shall pay the greater of the installation fee or the costs for Horizon to complete any construction associated with an order for Service. Customer acknowledges that such fees represent a reasonable determination of the direct and liquidated damages caused by Customer's default. The foregoing shall be in addition to any other rights and remedies that Horizon may have under this Agreement or at law or equity relating to Customer's breach.

5. **Service Credits**: In the event of a complete failure of the Service or material breach of the attached ***Addendum B - Product Quality Commitment for High Availability Business Services*** due to technical malfunction of the telecommunications network operated by Horizon, Customer may be entitled to and therefore may request a credit per the guidelines listed in **Addendum B**. **EXCEPT TO THE EXTENT OF THE SERVICE CREDITS, HORIZON MAKES NO EXPRESS OR IMPLIED WARRANTIES TO CUSTOMER WITH RESPECT TO THE SERVICES OR THE EQUIPMENT USED TO PROVIDE THE SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR THE USE INTENDED AND NON-INFRINGEMENT WITH THE RIGHTS OF OTHERS.**

6. **Billing**: All billing inquiries should be directed to 740-772-8588 or via mail to the attention of Business Account Manager, PO BOX 480, Chillicothe OH 45601.

7. **Term**: If the Agreement requires Customer to keep service for a minimum Term, the Term begins on the date service is online. Unless earlier terminated pursuant to the "Termination" section of this Agreement, this Agreement shall be in effect for the "Contract Term" set forth on page 1 and shall thereafter move to month to month at the then-current rate for the Services unless either party notifies the other party in writing at least thirty (30) days before the expiration of the then-current period of such party's intent not to renew. In the event that Customer commits to a longer term commitment at the end of the initial term, Horizon will negotiate in good faith with Customer.

8. **Renewal**: Customer has the option to renew this Agreement for a new Term at Horizon's then current offers and rates. The Renewal Term will begin the first day after the current term expires. If the Agreement has expired before a Renewal Agreement is signed the new Term begins the date the Renewal Agreement is signed.

9. **Right of Renewal**: Customer agrees that should it determine to accept a proposal from a new service provider upon the scheduled expiration of this Agreement, it will first provide written notice to Horizon together with a copy of the new service provider's proposed term and pricing, and Horizon shall have five (5) business days from receipt of such notice to provide Customer with written notice that it agrees to match the new service provider's proposed term and pricing. If Horizon provides such notice, this Agreement shall be extended for the term and at the same pricing as proposed by the new service provider. Customer further agrees that, for the duration of this Agreement and any extension hereof, Horizon shall have the same right to match offers from other service providers that Customer determines to accept with respect to any and all telecommunication and broadband services agreements, whether new or renewals, except where an agreement existing prior to the date of this Agreement provides the other service provider with a right of renewal or a right to match competitive offers with respect to renewal of its existing agreement.

10. **Liens and Encumbrances**: Customer shall not, directly or indirectly, create or impose, or purport to create or impose, any lien on: (i) any asset or property interest of Horizon, or (ii) this Agreement or any interest herein. Customer, at its own expense, shall take such action as may be necessary to discharge any such lien.

11. **Compliance with Laws**: Each party shall perform its respective rights and obligations hereunder in material compliance with all applicable laws, rules, and regulations imposed by any governmental authority of competent jurisdiction.

12. **Force Majeure Events**: Neither party shall be liable to the other party for any failure of performance under this Agreement to the extent that such arises from causes beyond its reasonable control, including but not limited to the following events: severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, cable cuts, shortages or delays caused by third-party vendors, accidents, fire, flood, or other acts of God, and unavailability of materials and/or qualified labor to perform the work necessary.

13. **Intentionally Left Blank**.

14. **Confidentiality**: All information relating to Customer that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Horizon and will not be disclosed or used by Horizon except to the extent that such disclosure or use is reasonably necessary to the performance of Horizon's work. All information relating to Horizon that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Customer and will not be disclosed or used by Customer except to the extent that such disclosure or use is reasonably necessary to the performance of Customer's duties and obligations under this Agreement. These obligations of confidentiality will extend for a period of one year after the termination or expiration of this Agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

15. **Disclaimer of Warranty**: Customer assumes total responsibility for use of the Services, and Customer agrees to access the Internet at its own risk. Horizon exercises no control over and has no responsibility whatsoever for the content transmitted or accessible through the Service or the Internet or actions taken on the Internet, and Horizon expressly disclaims any responsibility for such content or

actions. Except as specifically set forth herein, the Services and related equipment and other materials used in connection with the Services, if any, are provided without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, system integration, data accuracy, quiet enjoyment, merchantability or fitness for a particular purpose. No advice or information given by Horizon, its affiliates or its contractors or their respective employees shall create any warranty. Horizon does not represent or warrant that the Services will meet Customer's requirements, will prevent unauthorized access by third parties, will be uninterrupted, secure or error free or that any minimum transmission speed is guaranteed at any time. In addition, Customer acknowledges and agrees that transmissions over the Internet may not be secure. Customer further acknowledges and agrees that any material and data uploaded, downloaded, or otherwise obtained through the use of the Services is done at Customer's own discretion and risk and that Customer will be solely responsible for any damage to Customer's computer system or loss of data that results from the uploading, downloading or other transmission of such materials or data. In addition, Customer acknowledges and agrees that Horizon's third-party service providers do not make any warranties to Customer under this Agreement, and Horizon does not make any warranties on behalf of such service providers under this Agreement, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, non-infringement, system integration, data accuracy or quiet enjoyment.

16. **Limitation of Liability:** **IN NO EVENT SHALL HORIZON BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS, REVENUE OR DATA, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER OR NOT HORIZON HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF HORIZON TO CUSTOMER FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES.**

17. **Waiver of Jury Trial**: **EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY FOR ALL CLAIMS AGAINST THE OTHER PARTY ARISING OUT OF THIS AGREEMENT, INCLUDING COUNTERCLAIMS.**

18. **Risk of Loss**: Customer shall be responsible for replacing or repairing any and all equipment installed under this Agreement if the same is damaged due to acts of God, vandalism, or other casualty, or force majeure unless and to the extent that such damage or loss is caused or contributed to by the negligence, recklessness or intentional misconduct of Horizon or Horizon's subcontractors.

19. **Excuse from Performance of Certain Obligations**: To the extent that Horizon's performance under this Agreement is materially hindered or rendered impossible by Customer's interference with Horizon's equipment or by Customer's refusal to allow reasonable access to such equipment, such non-performance shall be excused.

20. **Modification:** Horizon shall have the right, but not the obligation, to upgrade, modify and enhance the Horizon equipment and Services and take any action that Horizon deems appropriate to protect and enhance the Services and its facilities. Horizon will notify Customer of any material adverse change in Service.

21. **Relation of Parties:** The performance by Horizon of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between Horizon and Customer, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

22. **Employee Solicitation/Hiring**: During the term of this Agreement and for twelve (12) months after the termination or expiration of this Agreement, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the

other without written consent of the other party. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

23. Governing Law: This Agreement shall be governed and enforced in accordance with the laws of the State of Ohio, without regard to conflicts of laws principles.

24. Severability: If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then (i) both parties shall be relieved of all obligations arising under such provision and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent, and (ii) the remainder of this Agreement shall be valid and enforceable.

25. Entire Agreement/Modifications/Waivers: This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may only be modified by written agreement of both parties. No term herein shall be deemed waived or breach or default excused unless in writing and signed by the party against which it is to be enforced. Additionally, no consent by a Party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to or waiver of, any subsequent breach or default.

26. Unenforceable Provisions; Severability: If any provision of this Agreement is held to be invalid or unenforceable, then the meaning of that provision shall be construed so as to render it enforceable to the extent permitted by law, the unenforceable portion shall be deemed stricken, and the remainder of the Agreement shall remain in full force and effect.

27. Counterparts: This Agreement may be executed in one or more counterparts through electronic means, all of which taken together shall constitute one and the same instrument.

Addendum "A"

Priority Response Procedure for High Availability Services

Horizon is committed to providing premier levels of product availability and service interruption support to its customers through the delivery of carrier class products and high-quality support services. Support for outages are provided through our highly trained staff and a service response unit that strives for near immediate contact intervals with knowledgeable maintenance teams. Although most outages will be detected through Horizon's network monitoring applications, Horizon recognizes that some service degradations may need to be communicated by its customers.

In the event that a service issue exists, Customer may contact Horizon at any of the contact points listed below. Horizon's 800 and local numbers are staffed 24x7x365. If Customer chooses to e-mail, or your call would ring to voicemail due to high call volumes, Horizon's goal is a response will result within twenty minutes acknowledging the service request has been received and is being addressed. Voicemails are forwarded to a response system so messages can be rapidly distributed to monitoring positions, email and text messaging interfaces. Email messages to the address below are distributed in the same manner.

1) 866-533-0859

2) 740-779-9200

3) HNOC@HorizonConnects.com

When using any of the three contact points, the Customer will provide the following information:

1) Company Name

2) Name of Person Reporting Trouble

3) Contact Number

4) Location(s) impacted

5) Circuit ID

6) Brief description of the problem

The request will be forwarded automatically to Horizon's management and supervisory staff via cellular phone and email, providing a record of the request. If Customer leaves a voicemail or sends an e-mail it will result in a call-back to the contact number that is provided.

Addendum "B"

Product Quality Commitment for High Availability Business Services

Horizon is committed to providing premier levels of product availability and service interruption support to its customers through the delivery of carrier class products and high-quality support services. Support for outages are provided through Horizon's highly trained staff and a service response unit that strives to provide near immediate contact intervals with knowledgeable maintenance teams. The Commitment to Customer Service is specified in Section A - Performance Guarantees and Section B - Commitments for Failure to Meet Performance Guarantees.

A. Performance Guarantees

1) **Availability** – Other than during Scheduled Maintenance (as determined by Horizon), Horizon guarantees availability of each contracted service, as listed in this Agreement at 99.99%, which is measured in total over the established monthly billing interval. Scheduled maintenance outages within the defined maintenance window are excluded from this calculation.
2) **Latency** – Latency is guaranteed to be 45 ms or less as measured hourly and totaled over the established monthly billing interval for each contracted service.
3) **Scheduled Maintenance Activity** – Maintenance activity will be performed during a window generally limited to a six-hour interval as specified by Horizon. While it is Horizon's intention to perform necessary maintenance according to Customer's schedule, the parties recognize that situations may arise periodically that require maintenance to be scheduled around the availability of third-party vendors.

Network availability can be impacted by external influences. Horizon is not responsible for Service interruptions or failures due to Customer's applications, equipment or facilities, acts or omissions of Customer's employees or unauthorized use of the Services.

B. Commitments for Failure to Meet Performance Guarantees

1) **Network Availability** – Other than during Scheduled Maintenance, Horizon will credit for service outages. Credit will be equal to a prorated amount of Customer's monthly invoice based on the length of the outage.

   The calculation for outage credits related to Network Availability for a given calendar month is as follows:

   a. [24 hours x days in month x 60 minutes x number of affected Customer sites]
   b. Subtract network outage time [measured in minutes]
   c. Divide by [24 hours x days in month x 60 minutes x total number of Customer sites]

2) **Latency** – Other than during Scheduled Maintenance, Horizon will credit one week of service for a Service with a Latency that is greater than a 45 ms average monthly rate as measured hourly over the established monthly billing interval for such Service.

HORIZON

THE CHILLICOTHE TELEPHONE COMPANY ("HORIZON")
FIBER SERVICE AGREEMENT

☐ New Agreement
☐ Renewal Agreement

CUSTOMER INFORMATION		Account Number:		
Company's Legal Name City of Grove City	*D/B/A*		*Federal Tax ID Number*	
Street Address 4035 Broadway	*City* Grove City	*State* OH	*Zip Code +4* 43123	*Telephone Number*

CONTACT INFORMATION			
Primary Contact Todd Hurley	*Contact Phone Number* (614) 277-1725	*Wireless Number*	*E-Mail Address* thurley@grovecityohio.gov
Billing Contact	*Contact Phone Number*	*Wireless Number*	*E-Mail Address*
Technical Contact	*Contact Phone Number*	*Wireless Number*	*E-Mail Address*
After Hours Contact	*Contact Phone Number*	*Wireless Number*	*E-Mail Address*

Estimated Days to Complete: 180*

*Estimated Days to Complete do not begin until this Agreement has been fully executed by both parties.

SERVICES

Customer agrees to purchase from Horizon, and Horizon agrees to provide to Customer, the following services (the terms and conditions set forth in this agreement.

Product/ Service	Bandwidth	Service Location - A to Z Street Address, City, State, Zip	Monthly Fee	Equip. / NRC	Contract Term
Dark Fiber	2 strands	3360 park st Grove City, OH 43123	$2,000.00	$0.00	60 months
			$	$	
			$	$	
			$	$	
			$	$	
			$	$	
		Total	$2,000.00	$0.00	

Service Description: Horizon to provide 2 dark fiber strands to 3360 park st Grove City, OH 43123

Maintenance: The maintenance of the fiber and Horizon's electronics from Customer demarcation at 3360 park st, Grove City, OH 43123 to the internet, is Horizon's responsibility. Service degradation should be reported by Customer per ***Addendum A - Priority Response Procedure for High Availability Services.***

Customer Equipment Responsibility: The Services will be terminated on Horizon Equipment for Customer interface. ***It will be the Customer's responsibility to provide wall or rack space,* dedicated** AC or DC power, and physical security of the equipment. ***Interconnection of the Services and equipment with Customer's equipment will be performed by Customer.*** Customer shall provide adequate access for Horizon maintenance personnel to Horizon's equipment in order for Horizon to maintain the Service per ***Addendum B - Product Quality Commitment for High Availability Business Services.***

Agreement Confidentiality: To the extent permitted under Ohio law this Agreement and any information concerning its pricing, terms, conditions are Horizon's confidential and proprietary information, and Customer will not disclose such information to third parties.

Disclaimer: Horizon has attempted to provide accurate information in this Agreement. Horizon assumes no responsibility for any errors, inaccuracies, omissions, delays or other defect in any of the information in this Agreement.

Firm Order Confirmation (FOC): Upon receipt of a fully executed Service Agreement and within fourteen (14) business days Horizon shall provide customer a FOC. The FOC will provide any necessary Service intervals as well as a committed FOC Date for the Service(s) included in this Agreement. Customer's fault, negligence or failure to perform Customer's responsibilities may not delay the Acceptance Date beyond the FOC Date.

Upgrades and Downgrades: In the event a service is upgraded any additional cost, if applicable will begin on the date the service is upgraded. Any decrease in bandwidth cannot be lower than the bandwidth ordered in the current Service Agreement.

Representations: Customer (a) represents that all information it has provided Horizon is correct; (b) agrees that it has read and agreed to all terms of this Agreement, including the Terms and Conditions and the following Addenda (if any); and (c) represents that its signatory is authorized to sign on Customer's behalf, or on behalf of any authorized subordinate agency under Customer. The Customer's signatory also represents that he or she is authorized to sign for the Customer, or is authorized to sign for any Customer's authorized subordinate agency.

Entire Agreement: This Agreement, including the Addenda and Terms and Conditions hereto, which are hereby incorporated by reference and made a part of this Agreement as if they were set forth herein in their entirety, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and representations between them as to such subject matter, and there are no representations, restrictions, agreements, arrangements or undertakings, oral or written, between the parties relating to the transactions contemplated hereby which are not fully expressed or referred to herein.

Taxes: The fees set forth herein do not include applicable taxes and other similar charges that may be part of the fee charged by Horizon hereunder and which shall be the responsibility of the Customer as set forth in this Agreement.

{Signature page follows.}

BY SIGNING THIS AGREEMENT, THE CUSTOMER INDICATES THAT IT HAS READ AND UNDERSTANDS THIS FIBER SERVICE AGREEMENT AND AGREES TO THE TERMS AND CONDITIONS AS WELL AS THE SERVICES ORDERED HEREIN.

Company: City of Grove City

By: ____________________

Name: Charles Boso Jr.

Title: ____________________

Date: ____________________

The Chillicothe Telephone Company:

By: ____________________

Name: ____________________

Title: ____________________

Date: ____________________

The Chillicothe Telephone Company Executive Approval

By: ____________________

Date: ____________________

HORIZON

TERMS AND CONDITIONS

1. **Customer Responsibility**: Customer shall obtain and maintain throughout the term of this Agreement such consents (including, without limitation, landlord and land owner consents) as are necessary to timely permit, and shall timely permit, Horizon personnel to install, deliver, operate and maintain the Services and any necessary equipment, as contemplated herein, at Customer's facilities. Customer shall permit Horizon to access the Customer or Customer's end user facilities at reasonable times as needed to install, configure, operate, upgrade, maintain or remove its equipment and other service components located at Customer's facilities. Customer shall make and maintain throughout the term all site preparations necessary to permit the installation, maintenance, and operation of the Services and any equipment as specified by Horizon. Provided Customer properly performs all necessary site preparation and provides Horizon with all required consents, Horizon shall use commercially reasonable efforts to install the Services in accordance with a mutually agreed upon schedule. Customer shall have three (3) days after receipt of a Completion Notice ("Acceptance Period") to test and provide Horizon notice accepting or rejecting the Service. If Customer determines during the Acceptance Period that the Service is not operating in conformity with Horizon's service specifications, Customer shall immediately notify Horizon (specifying in reasonable detail the defect or failure of the Service). In the event that Customer notifies Horizon in writing that the Service is unacceptable, Horizon shall, within thirty (30) days following receipt of such notice, remedy the Service and re-deliver such Service to Customer. The foregoing process shall continue until the Service shall have been accepted in writing by Customer or three attempts have been made by Horizon without the Service complying with Horizon's service specifications. If Customer fails to notify Horizon of its acceptance or rejection of the Completion Notice within any applicable Acceptance Period, Customer shall be deemed to have accepted such Service. Customer's sole and exclusive remedy for Horizon's failure to provide Service as set forth above shall be to terminate the failed Service without liability to either party. In the event that a Service has been delivered and the Customer is not ready to activate the Service, Horizon retains the right to bill for the Services after three (3) business days from testing.

2. **Installation Fee**: The installation fee provided to Customer in any applicable order(s) (the "Estimate") pursuant to the Agreement is preliminary and tentative, rendered on less than all necessary information, and, as such, it is subject to change based on Horizon's determination that its costs may exceed the Estimate. Should Horizon make such a determination, it shall provide written notice to Customer that includes a revised installation fee (a "Fee Change Notice"). Customer shall pay to Horizon the difference between the amount of the revised installation fee set forth in the Fee Change Notice and the amount of the Estimate. Customer shall make such payment no more than thirty (30) days after receiving the Fee Change Notice. If Horizon issues a Fee Change Notice to Customer, either Customer or Horizon may, at their respective options, terminate the Agreement without penalty by delivering written notice to the non-terminating party no later than, with respect to Customer, fifteen (15) days following its receipt of the Fee Change Notice and, with respect to Horizon, thirty (30) days following its issuance of the same.

3. **Obligation to Pay**: All invoices are due and payable upon receipt. Customer shall pay invoices in full, including any applicable tax or surcharges, within twenty-five (25) days of receipt. After 25 days, any remaining balance on the account is deemed overdue, and Horizon may charge a late fee for all overdue amounts. The late fee will be the lower of one and one-half percent (1½%) per month assessed in full in the first month of the billing period or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. In addition to the foregoing, and all other available remedies, following ten (10) business days' notice, Horizon may discontinue Customer's access to the Service in whole or in part, until such overdue amounts, together with interest, are paid. Horizon may require a security deposit, letter of credit, advance

payment for Service or other reasonable assurances of payment from Customer. Failure to remit payment for any invoice within sixty (60) days of invoice shall constitute a default of a material term of this Agreement, and Horizon may terminate this Agreement, and Customer shall be liable for any past due charges, interest, late fees, termination fees and Horizon's attorney's fees.

4. **Termination:** In the event that Customer fails to comply with any applicable laws or regulations or the terms of this Agreement, Horizon may suspend or discontinue Customer's Services in whole or in part without advance notice. In addition, Horizon may immediately suspend Customer's use of the Service if such use is determined by Horizon, at its sole discretion, to be resulting in a material degradation of Horizon's network, until such time as such degradation has been remedied. In the event of a suspension, Horizon may require a reconnect charge to restart the suspended Service. Upon the cancellation, termination or expiration of this Agreement: (a) Horizon's obligations hereunder shall cease; (b) Customer promptly shall pay all amounts due and owing to Horizon for Services delivered prior to the date of termination or expiration and any applicable de-installation fee or termination fees, if any; (c) Customer promptly shall cease all use of any software provided by Horizon hereunder, and shall return such software to Horizon; and (d) Customer shall return to Horizon or permit Horizon to remove, in Horizon's sole discretion, the equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Horizon for the repair or replacement, at Horizon's discretion, of any equipment not returned in accordance with this section. In addition, notwithstanding anything to the contrary herein, upon early termination of an order by Customer for any reason, Customer shall pay Horizon any unpaid portion of the installation fee set forth in the applicable order(s), and at Horizon's option, (1) promptly pay Horizon a termination fee equal to all of the Services charges that would have been due for the remainder of the initial term or the then-current renewal term (exclusive of any discount previously received by Customer) or (2) reimburse Horizon for all volume, term or other discounts and credits provided in anticipation of full performance of Customer's obligations, as applicable. Upon any termination, Customer shall pay the greater of the installation fee or the costs for Horizon to complete any construction associated with an order for Service. Customer acknowledges that such fees represent a reasonable determination of the direct and liquidated damages caused by Customer's default. The foregoing shall be in addition to any other rights and remedies that Horizon may have under this Agreement or at law or equity relating to Customer's breach.

5. **Service Credits:** In the event of a complete failure of the Service or material breach of the attached ***Addendum B - Product Quality Commitment for High Availability Business Services*** due to technical malfunction of the telecommunications network operated by Horizon, Customer may be entitled to and therefore may request a credit per the guidelines listed in **Addendum B**. **EXCEPT TO THE EXTENT OF THE SERVICE CREDITS, HORIZON MAKES NO EXPRESS OR IMPLIED WARRANTIES TO CUSTOMER WITH RESPECT TO THE SERVICES OR THE EQUIPMENT USED TO PROVIDE THE SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR THE USE INTENDED AND NON-INFRINGEMENT WITH THE RIGHTS OF OTHERS.**

6. **Billing:** All billing inquiries should be directed to 740-772-8588 or via mail to the attention of Business Account Manager, PO BOX 480, Chillicothe OH 45601.

7. **Term:** If the Agreement requires Customer to keep service for a minimum Term, the Term begins on the date service is online. Unless earlier terminated pursuant to the "Termination" section of this Agreement, this Agreement shall be in effect for the "Contract Term" set forth on page 1 and shall thereafter move to month to month at the then-current rate for the Services unless either party notifies the other party in writing at least thirty (30) days before the expiration of the then-current period of such party's intent not to renew. In the event that Customer commits to a longer term commitment at the end of the initial term, Horizon will negotiate in good faith with Customer.

8. **Renewal**: Customer has the option to renew this Agreement for a new Term at Horizon's then current offers and rates. The Renewal Term will begin the first day after the current term expires. If the Agreement has expired before a Renewal Agreement is signed the new Term begins the date the Renewal Agreement is signed.

9. **Right of Renewal**: Customer agrees that should it determine to accept a proposal from a new service provider upon the scheduled expiration of this Agreement, it will first provide written notice to Horizon together with a copy of the new service provider's proposed term and pricing, and Horizon shall have five (5) business days from receipt of such notice to provide Customer with written notice that it agrees to match the new service provider's proposed term and pricing. If Horizon provides such notice, this Agreement shall be extended for the term and at the same pricing as proposed by the new service provider. Customer further agrees that, for the duration of this Agreement and any extension hereof, Horizon shall have the same right to match offers from other service providers that Customer determines to accept with respect to any and all telecommunication and broadband services agreements, whether new or renewals, except where an agreement existing prior to the date of this Agreement provides the other service provider with a right of renewal or a right to match competitive offers with respect to renewal of its existing agreement.

10. **Liens and Encumbrances**: Customer shall not, directly or indirectly, create or impose, or purport to create or impose, any lien on: (i) any asset or property interest of Horizon, or (ii) this Agreement or any interest herein. Customer, at its own expense, shall take such action as may be necessary to discharge any such lien.

11. **Compliance with Laws**: Each party shall perform its respective rights and obligations hereunder in material compliance with all applicable laws, rules, and regulations imposed by any governmental authority of competent jurisdiction.

12. **Force Majeure Events**: Neither party shall be liable to the other party for any failure of performance under this Agreement to the extent that such arises from causes beyond its reasonable control, including but not limited to the following events: severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, cable cuts, shortages or delays caused by third-party vendors, accidents, fire, flood, or other acts of God, and unavailability of materials and/or qualified labor to perform the work necessary.

13. **Intentionally Left Blank**.

14. **Confidentiality**: All information relating to Customer that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Horizon and will not be disclosed or used by Horizon except to the extent that such disclosure or use is reasonably necessary to the performance of Horizon's work. All information relating to Horizon that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Customer and will not be disclosed or used by Customer except to the extent that such disclosure or use is reasonably necessary to the performance of Customer's duties and obligations under this Agreement. These obligations of confidentiality will extend for a period of one year after the termination or expiration of this Agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

15. **Disclaimer of Warranty**: Customer assumes total responsibility for use of the Services, and Customer agrees to access the Internet at its own risk. Horizon exercises no control over and has no responsibility whatsoever for the content transmitted or accessible through the Service or the Internet or actions taken on the Internet, and Horizon expressly disclaims any responsibility for such content or

actions. Except as specifically set forth herein, the Services and related equipment and other materials used in connection with the Services, if any, are provided without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, system integration, data accuracy, quiet enjoyment, merchantability or fitness for a particular purpose. No advice or information given by Horizon, its affiliates or its contractors or their respective employees shall create any warranty. Horizon does not represent or warrant that the Services will meet Customer's requirements, will prevent unauthorized access by third parties, will be uninterrupted, secure or error free or that any minimum transmission speed is guaranteed at any time. In addition, Customer acknowledges and agrees that transmissions over the Internet may not be secure. Customer further acknowledges and agrees that any material and data uploaded, downloaded, or otherwise obtained through the use of the Services is done at Customer's own discretion and risk and that Customer will be solely responsible for any damage to Customer's computer system or loss of data that results from the uploading, downloading or other transmission of such materials or data. In addition, Customer acknowledges and agrees that Horizon's third-party service providers do not make any warranties to Customer under this Agreement, and Horizon does not make any warranties on behalf of such service providers under this Agreement, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, non-infringement, system integration, data accuracy or quiet enjoyment.

16. <u>**Limitation of Liability:**</u> **IN NO EVENT SHALL HORIZON BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS, REVENUE OR DATA, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER OR NOT HORIZON HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF HORIZON TO CUSTOMER FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES.**

17. <u>**Waiver of Jury Trial**</u>: **EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY FOR ALL CLAIMS AGAINST THE OTHER PARTY ARISING OUT OF THIS AGREEMENT, INCLUDING COUNTERCLAIMS.**

18. <u>**Risk of Loss**</u>: Customer shall be responsible for replacing or repairing any and all equipment installed under this Agreement if the same is damaged due to acts of God, vandalism, or other casualty, or force majeure unless and to the extent that such damage or loss is caused or contributed to by the negligence, recklessness or intentional misconduct of Horizon or Horizon's subcontractors.

19. <u>**Excuse from Performance of Certain Obligations**</u>: To the extent that Horizon's performance under this Agreement is materially hindered or rendered impossible by Customer's interference with Horizon's equipment or by Customer's refusal to allow reasonable access to such equipment, such non-performance shall be excused.

20. <u>**Modification**</u>: Horizon shall have the right, but not the obligation, to upgrade, modify and enhance the Horizon equipment and Services and take any action that Horizon deems appropriate to protect and enhance the Services and its facilities. Horizon will notify Customer of any material adverse change in Service.

21. <u>**Relation of Parties**</u>: The performance by Horizon of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between Horizon and Customer, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

22. <u>**Employee Solicitation/Hiring**</u>: During the term of this Agreement and for twelve (12) months after the termination or expiration of this Agreement, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the

other without written consent of the other party. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

23. **Governing Law:** This Agreement shall be governed and enforced in accordance with the laws of the State of Ohio, without regard to conflicts of laws principles.

24. **Severability:** If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then (i) both parties shall be relieved of all obligations arising under such provision and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent, and (ii) the remainder of this Agreement shall be valid and enforceable.

25. **Entire Agreement/Modifications/Waivers:** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may only be modified by written agreement of both parties. No term herein shall be deemed waived or breach or default excused unless in writing and signed by the party against which it is to be enforced. Additionally, no consent by a Party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to or waiver of, any subsequent breach or default.

26. **Unenforceable Provisions; Severability:** If any provision of this Agreement is held to be invalid or unenforceable, then the meaning of that provision shall be construed so as to render it enforceable to the extent permitted by law, the unenforceable portion shall be deemed stricken, and the remainder of the Agreement shall remain in full force and effect.

27. **Counterparts:** This Agreement may be executed in one or more counterparts through electronic means, all of which taken together shall constitute one and the same instrument.

HORIZON

Addendum "A"

Priority Response Procedure for High Availability Services

Horizon is committed to providing premier levels of product availability and service interruption support to its customers through the delivery of carrier class products and high-quality support services. Support for outages are provided through our highly trained staff and a service response unit that strives for near immediate contact intervals with knowledgeable maintenance teams. Although most outages will be detected through Horizon's network monitoring applications, Horizon recognizes that some service degradations may need to be communicated by its customers.

In the event that a service issue exists, Customer may contact Horizon at any of the contact points listed below. Horizon's 800 and local numbers are staffed 24x7x365. If Customer chooses to e-mail, or your call would ring to voicemail due to high call volumes, Horizon's goal is a response will result within twenty minutes acknowledging the service request has been received and is being addressed. Voicemails are forwarded to a response system so messages can be rapidly distributed to monitoring positions, email and text messaging interfaces. Email messages to the address below are distributed in the same manner.

1) 866-533-0859
2) 740-779-9200
3) HNOC@HorizonConnects.com

When using any of the three contact points, the Customer will provide the following information:

1) Company Name
2) Name of Person Reporting Trouble
3) Contact Number
4) Location(s) impacted
5) Circuit ID
6) Brief description of the problem

The request will be forwarded automatically to Horizon's management and supervisory staff via cellular phone and email, providing a record of the request. If Customer leaves a voicemail or sends an e-mail it will result in a call-back to the contact number that is provided.

Addendum "B"

Product Quality Commitment for High Availability Business Services

Horizon is committed to providing premier levels of product availability and service interruption support to its customers through the delivery of carrier class products and high-quality support services. Support for outages are provided through Horizon's highly trained staff and a service response unit that strives to provide near immediate contact intervals with knowledgeable maintenance teams. The Commitment to Customer Service is specified in Section A - Performance Guarantees and Section B - Commitments for Failure to Meet Performance Guarantees.

A. Performance Guarantees

1) **Availability** – Other than during Scheduled Maintenance (as determined by Horizon), Horizon guarantees availability of each contracted service, as listed in this Agreement at 99.99%, which is measured in total over the established monthly billing interval. Scheduled maintenance outages within the defined maintenance window are excluded from this calculation.
2) **Latency** – Latency is guaranteed to be 45 ms or less as measured hourly and totaled over the established monthly billing interval for each contracted service.
3) **Scheduled Maintenance Activity** – Maintenance activity will be performed during a window generally limited to a six-hour interval as specified by Horizon. While it is Horizon's intention to perform necessary maintenance according to Customer's schedule, the parties recognize that situations may arise periodically that require maintenance to be scheduled around the availability of third-party vendors.

Network availability can be impacted by external influences. Horizon is not responsible for Service interruptions or failures due to Customer's applications, equipment or facilities, acts or omissions of Customer's employees or unauthorized use of the Services.

B. Commitments for Failure to Meet Performance Guarantees

1) **Network Availability** – Other than during Scheduled Maintenance, Horizon will credit for service outages. Credit will be equal to a prorated amount of Customer's monthly invoice based on the length of the outage.

   The calculation for outage credits related to Network Availability for a given calendar month is as follows:

   a. [24 hours x days in month x 60 minutes x number of affected Customer sites]
   b. Subtract network outage time [measured in minutes]
   c. Divide by [24 hours x days in month x 60 minutes x total number of Customer sites]

2) **Latency** – Other than during Scheduled Maintenance, Horizon will credit one week of service for a Service with a Latency that is greater than a 45 ms average monthly rate as measured hourly over the established monthly billing interval for such Service.

Date: 11/10/20	No.: C-65-20
Introduced By: Mr. Holt	1st Reading: 11/16/20
Committee: Finance	Public Notice: 11/17/20
Originated By: Mr. Turner	2nd Reading: 12/07/20
Approved: Mr. Boso	Passed: ___ Rejected:
Emergency: ___ 30 Days: ___	Codified: ___ Code No:
Current Expense: XX	Passage Publication:

ORDINANCE C-65-20

AN ORDINANCE TO REDUCE THE APPROPRIATION AMOUNT FOR VARIOUS FUNDS

WHEREAS, various funds contain appropriations in excess of the 2020 certificate of resources; and

WHEREAS, the certificate of resources available for appropriation was calculated based on current information and best estimates prior to the adoption of the 2020 Budget in December, 2019, and

WHEREAS, actual resources are less than anticipated in various funds; and

WHEREAS, it is necessary to reduce the appropriation amount in various funds in order to maintain total spending at or below the total estimated resources.

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

SECTION 1. There is hereby a reduction in appropriations for the following accounts.

Amount	Fund	Account
$ 250,000.00	Street Maintenance	101400.513100
$ 10,000.00	State Highway	102000.536200
$ 380,000.00	General Recreation	104530.513100
$ 180,000.00	General Recreation	104540.531000
$ 40,000.00	Community Development	112600.559210
$ 10,000.00	Mayors Court Computer	120000.531000
$ 190,000.00	Big Splash	125700.513100
$ 35,000.00	Big Splash	125700.536200
$ 110,000.00	Convention Bureau	609000.559000

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

Date: 11/10/20
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency:___ 30 Days:____
Current Expense: XX

No.: C-66-20
1st Reading: 11/16/20
Public Notice: 11/17/20
2nd Reading: 12/07/20
Passed:____ Rejected:
Codified:___ Code No:
Passage Publication:

ORDINANCE C-66-20

AN ORDINANCE TO APPROPRIATE $50,000.00 FROM THE SR665 TAX INCREMENT EQUIVALENT FUND FOR THE CURRENT EXPENSE OF PAYING FRANKLIN COUNTY AUDITOR COLLECTION COSTS

WHEREAS, the City has created the SR665 Tax Increment Equivalent Fund for the deposit of service payments; and

WHEREAS, the Franklin County Auditor first and second half settlements for the SR665 Tax Increment Equivalent Fund have been received; and

WHEREAS, Franklin County Auditor collection costs were more than anticipated.

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

SECTION 1. There is hereby appropriated $50,000.00 from the unappropriated monies of the SR665 Tax Increment Equivalent Fund to account number 204000.551300 for the current expense of Franklin County Auditor collection costs.

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

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

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: 11/10/20	No.: C-67-20
Introduced By: Mr. Holt	1st Reading: 11/16/20
Committee: Finance	Public Notice: 11/17/20
Originated By: Mr. Turner	2nd Reading: 12/07/20
Approved: Mr. Boso	Passed: ___ Rejected:
Emergency: ___ 30 Days: ___	Codified: ___ Code No:
Current Expense: XX	Passage Publication:

ORDINANCE C-67-20

AN ORDINANCE TO APPROPRIATE $20,000.00 FROM THE SCIOTO TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT (JEDD) FUND FOR THE CURRENT EXPENSE OF MAKING PAYMENTS IN ACCORDANCE WITH THE JEDD CONTRACT

WHEREAS, City Ordinance C-31-13 authorized the creation of the Scioto Township JEDD; and

WHEREAS, the JEDD Contract requires funds to be disbursed to the Township of Scioto, the Village of Commercial Point, and the City of Grove City by the 10th business day of each quarter.

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

SECTION 1. There is hereby appropriated $20,000.00 from the unappropriated monies of the JEDD Fund to account number 620000.559030 for the current expense of contractual obligations.

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

____
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

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: 11/06/20	No.: C-68-20
Introduced By: Mr. Holt	1st Reading: 11/16/20
Committee: Finance	Public Notice: 11/17/20
Originated By: Mr. Berry	2nd Reading: 12/07/20
Approved:	Passed: ____ Rejected:
Emergency: ____ 30 Days: ____	Codified: ___ Code No:
Current Expense: XX	Passage Publication:

ORDINANCE C-68-20

AN ORDINANCE TO APPROPRIATE $250,000.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF REMOVING A PORTION OF ARBUTUS AVENUE FOR THE INTENDED TOWN CENTER PARK

WHEREAS, significant support has been shared with Council to preserve a large green space in the Town Center; and

WHEREAS, on November 04, 2019, the Council approved Ordinance C-59-19 to preserve space in the Town Center for a park and performance space; and

WHEREAS, on October 19, 2020, a presentation of the Draft Plan for such a park was heard by Council from the City's Consultants; and

WHEREAS, several residents expressed disappointment in the size of the park plan and reiterated the desire of the community that was expressed in 2019; and

WHEREAS, the City owns property to the east and contiguous to the designated site in Ord. C-59-19, which is currently zoned CF – Community Facilities; and

WHEREAS, by removing a portion of Arbutus Avenue, these two parcels can become one large green space along Park Street and secure the desired space sought by residents.

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

SECTION 1. There is hereby appropriated $250,000.00 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund and appropriated to account #305000.999999 for the Current Expense of removing a portion of Arbutus Avenue and making certain improvements, as shown on the attached Exhibit "A" & "B".

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

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

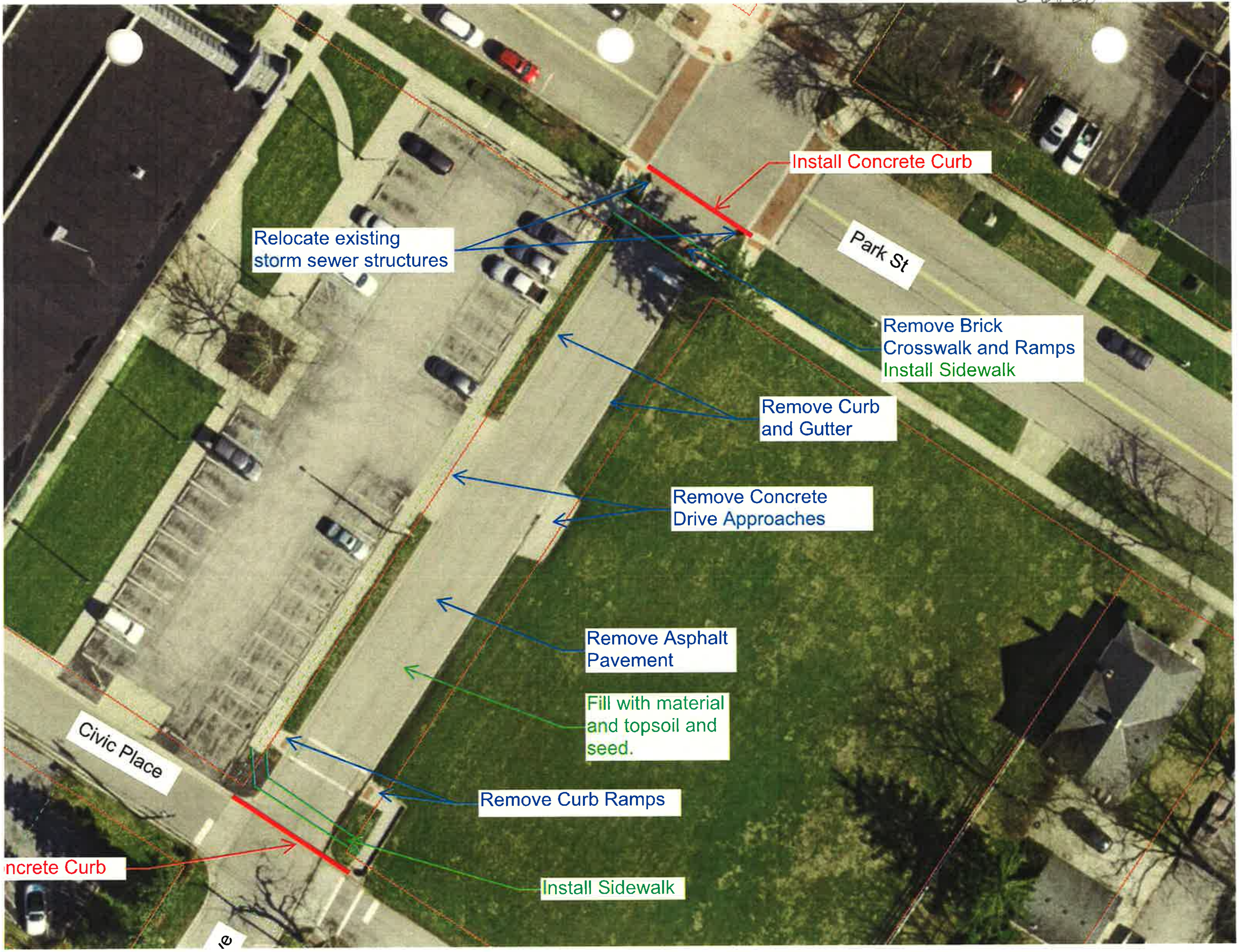
Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-68-20



Install Concrete Curb
Park St
Relocate existing storm sewer structures
Remove Brick Crosswalk and Ramps
Install Sidewalk
Remove Curb and Gutter
Remove Concrete Drive Approaches
Remove Asphalt Pavement
Fill with material and topsoil and seed.
Civic Place
Remove Curb Ramps
Install Sidewalk

C-6820

EMH&T

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

OPTION 1 - ARBUTUS AVENUE ONLY (BETWEEN PARK STREET & CIVIC PLACE) PAVEMENT REMOVAL
OPINION OF PROBABLE CONSTRUCTION COST
CITY OF GROVE CITY
10/12/2020

Ref	Spec	Item No.	Description	Quantity	Units	Unit Cost	Item Cost
1	CMSC	202	Combination Curb & Gutter Removed	450	LF	$7.00	$3,150.00
2	CMSC	202	Asphalt Pavement Removed	710	SY	$15.00	$10,650.00
3	CMSC	202	Concrete Drive Apron Removed	80	SY	$15.00	$1,200.00
4	CMSC	202	Brick Crosswalk Removed (Including Concrete Bands)	300	SF	$10.00	$3,000.00
5	CMSC	202	Existing Curb Ramp Removed	4	Each	$500.00	$2,000.00
6	CMSC	202	Signage Removed	1	LS	$1,500.00	$1,500.00
7	CMSC	203	Excavation and Embankment (T=9")	200	CY	$30.00	$6,000.00
8	CMSC	207	Temporary Erosion & Sediment Control	1	LS	$1,500.00	$1,500.00
9	CMSC	252	Full Depth Sawcut Pavement	90	LF	$5.00	$450.00
10	CMSC	604	Existing Storm Structures Relocated	2	Each	$5,000.00	$10,000.00
11	CMSC	605	4" Underdrain	90	LF	$12.00	$1,080.00
12	CMSC	608	Concrete Sidewalk	400	SF	$8.00	$3,200.00
13	CMSC	609	Concrete Straight Curb	45	LF	$25.00	$1,125.00
14	CMSC	609	Combination Curb & Gutter	45	LF	$25.00	$1,125.00
15	CMSC	614	Maintenance of Traffic	1	LS	$1,500.00	$1,500.00
16	CMSC	653	Topsoil Furnished & Placed (T=3")	70	CY	$60.00	$4,200.00
17	CMSC	659	Seeding & Mulching	870	SY	$2.50	$2,175.00
						SUBTOTAL =	**$53,855.00**
						CONTINGENCY (10%) =	$5,400.00
						OPINION OF PROBABLE PROJECT COST =	**$59,255.00**

PREPARED BY: SRS
CHECKED BY:
CHECKED DATE:

Demolition of Parking: $40,300.00
Site Earthwork: $12,860.00
Site Landscaping: $115,314.50
Contingency (10%): $16,847.50

Removal of Arbutus: $59,255.00 - Shown above (Includes contingency)

Total Estimate: **$244,577.00** (Does not include a gazebo—see below)

"Gazebo/stage" with electric would range from a small to medium size ($100-$175K with electric) to medium to large ($200-$300K with electric). It would not include restrooms, storage or any other amenities. If you want a small non-utility type gazebo we could probably put one in for under $80,000.

Date:	11/10/20	No.:	CR-52-20
Introduced By:	Mr. Holt	1st Reading:	11/16/20
Committee:	Finance	Public Notice:	0 / /20
Originated By:	Mr. Boso	2nd Reading:	0 / /20
Approved:	Mr. Holt	Passed: ____ Rejected:	
Emergency: ___ 30 Days: ____		Codified: ___ Code No:	
Current Expense:		Passage Publication:	

RESOLUTION CR-52-20

A RESOLUTION TO EXTEND THE DATE BY WHICH THE CITY ADMINISTRATOR MUST REPORT TO COUNCIL UNDER ORDINANCE C-21-19 TO JANUARY 15, 2021

WHEREAS, on June 3, 2019, Council enacted Ordinance C-21-19 to amend the bidding provisions to improve public transparency in the selection of certain professional services; and

WHEREAS, under Ordinance C-21-19, the City Administrator is required to provide Council with findings by November 15; and

WHEREAS, the City Administrator has requested an extension until January 15, 2021.

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

SECTION 1. City Council hereby extends the deadline to January 15th for the City Administrator to present findings to this Council regarding the request for proposals for professional services.

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

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
resolution is correct as to form.

Stephen J. Smith, Director of Law