

GROVE CITY, OHIO COUNCIL

LEGISLATIVE AGENDA

November 15, 2021

6:30 Caucus

7:00 p.m. Regular Meeting

Call to Order: President Houk

Roll Call: Clerk of Council

Approval of Minutes

Welcome & Reading of Agenda: Pres Houk

LANDS: Mr. Schottke

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| <u>Ordinance C-62-21</u> | Accept the Plat of Pinnacle Quarry, Section 2 located south of White Road. Second reading and public hearing. |
| <u>Ordinance C-67-21</u> | Approve the Rezoning of 145.6+ acres located North of S.R. 665 and East of S.R. 104 from SF-1 to PUD-R with Zoning Text. First reading. |
| <u>Resolution CR-59-21</u> | Approve a Certificate of Appropriateness for JP Morgan Chase for Rooftop Solar Panels. |
| <u>Resolution CR-60-21</u> | Approve a Certificate of Appropriateness for a Temporary Trailer for T. Marzetti Distribution Center located at 5800 North Meadows Drive. |
| <u>Resolution CR-61-21</u> | Approve a Certificate of Appropriateness for the Burris Garage located at 3847 Broadway. |
| <u>Resolution CR-62-21</u> | Approve Amendments to the Development Plan for Kram-It Self Storage located at 3170 Urbancrest Industrial Drive as approved by Res. CR-08-10. |
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FINANCE: Mr. Holt

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| <u>Ordinance C-65-21</u> | Amend Chapter 192 of the Codified Ordinances titled Imposition of Tax Pursuant to Ohio Revised Code 5739.09. Second reading and public hearing. |
| <u>Ordinance C-66-21</u> | Authorize the City Administrator to enter into a Lease Agreement with the Independents Fiber Network. Second reading and public hearing. |
| <u>Ordinance C-68-21</u> | Grant an Exceptional Circumstance for 3946 Broadway to increase the maximum award under the Town Center Commercial Revitalization Grant Program. First reading. |
| <u>Ordinance C-69-21</u> | Grant an Exceptional Circumstance for 4326 Broadway to increase the maximum award under the Town Center Commercial Revitalization Grant Program. First reading. |
| <u>Resolution CR-63-21</u> | Appoint Michael Farnsworth to the Audit Committee. |
| <u>Resolution CR-64-21</u> | Appoint Members to the Board of Tax Review. |
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Call for New Business

Call for Dept. Reports & Closing Comments Adjourn

ON FILE: Minutes of: 11/01 Council

Date: 10/12/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-62-21
1st Reading: 10/18/21
Public Notice: 10/18/21
2nd Reading: 11/01/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

*Postponed
to 11/15*

ORDINANCE C-62-21

AN ORDINANCE TO ACCEPT THE PLAT OF PINNACLE QUARRY, SECTION 2

WHEREAS, Pinnacle Quarry, Section 2, a subdivision containing lots 1 - 18, 42 - 46, 47 - 50, 64, 91 - 92, 116 - 121, inclusive, and areas designated as Reserve "A, B" & "C" has been submitted to Council for their consideration.

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

SECTION 1. The Plat of Pinnacle Quarry, Section 2, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 469, containing 8.691 acres of land, more or less. Said 8.691 acres being all of that 14.114 acre tract of land conveyed to M/I Homes of Central Ohio, LLC, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

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

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

Christine Houk, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/09/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-67-21
1st Reading: 11/15/21
Public Notice: 11/16/21
2nd Reading: 12/20/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-67-21

AN ORDINANCE FOR THE REZONING OF 145.6+ ACRES LOCATED NORTH OF S.R. 665 AND EAST OF S.R.104 FROM SF-1 TO PUD-R WITH ZONING TEXT

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

WHEREAS, the Planning Commission *denied* the rezoning on November 02, 2021, with the following stipulation: *The Plan Sheets and Exhibits showing site layout including roadway, lot and trail configuration are included for illustrative purposes. The Final design of the site shall be approved with the Development Plan.*

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

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

SECTION 1. The following described premises are rezoned from SF-1 to PUD-R:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 1105 and being all of that tract of land as conveyed to S & W Huggett Ohio LLC as recorded in Instrument No. 200809300146421, all deed references refer to the records of the Official Recorder's Office, Franklin County, Ohio, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

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

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

Christine Houk, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

C-67-21

Received By:
Grove City Development
Date: 09/01/2021

Zoning Description

144.27 Acres

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey No. 1105 and being all of that tract of land as conveyed to S & W Huggett Ohio LLC of record in Instrument Number 200809300146421, all deed references refer to the records of the Recorder's Office Franklin County, Ohio and described as follows:

Beginning at the northeasterly corner of said S & W Huggett Ohio LLC tract at the intersection of the southerly line extended of that plat entitled Scioto Meadows Section 1 Part 1 of record in Plat Book 89, Page 3, with the centerline of State Route 665;

Thence South 5°34'09" East with said centerline a distance of 2567.35 feet to an angle point in said centerline;

Thence North 82°15'14" West continuing with said centerline a distance of 2215.35 feet to the southeasterly corner of a 2.204 acre tract as conveyed to Steve M. and Sharon Doersam of record in Instrument Number 201101070004133;

Thence with the perimeter of said 2.204 acre tract the following courses:

North 7°25'40" East a distance of 481.11 feet to a corner thereof;

North 82°34'20" West a distance of 200.00 feet to a corner thereof;

South 7°25'39" West a distance of 480.00 feet to a corner thereof in the centerline of said State Route 665;

Thence North 82°15'14" West with said centerline a distance of 1629.33 feet to the southeasterly corner of a 1.520 acre tract as conveyed to Kip A. and Barbara R. Thompson of record in Instrument Number 200506210120647;

Thence with the perimeter of said 1.520 tract the following courses:

North 7°46'04" East a distance of 290.74 feet to a corner thereof;

North 80°15'21" West a distance of 180.18 feet to a point in the easterly right-of-way line of State Route 104;

Thence North 3°41'08" East with said easterly right-of-way line a distance of 543.33 feet to an angle point in said right-of-way line;

Thence North 86°26'33" West with said easterly right-of-way line a distance of 54.70 feet to a point in the centerline of said State Route 104;

Thence North 3°41'45" East with said centerline a distance of 113.01 feet to a point;



Zoning Description

144.27 Acres

Thence partly with the southerly line of a 1.0614 acre tract as conveyed to Daniel Riffe of record in Instrument Number 200309110290430 and partly with the southerly line of Scioto Meadows Section 1 Part 2 (Plat Book 89, Page 3) the following courses:

North 84°47'39" East a distance of 2928.35 feet to a corner thereof;

North 3°52'11" East a distance of 686.51 feet to a corner thereof;

North 85°01'11" East a distance of 950.27 feet to the **Point of Beginning** and containing **144.27 acres** of land more or less.

Subject to all covenants, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared for Zoning Purposes only.

The Basis of Bearing for this description is South 05°34'09" East for a portion of State Route 665.



CESO, Inc.

Jeffrey A. Miller, PS
Registered Surveyor No. 7211

9-1-21
Date 09/01/2021





Received By:
Grove City Development
Date: 09/01/2021

C-67-21

Applicant Resubmission Draft 10-29-21

**PULTE – COMMUNITIES AT PLUM RUN
(Huggett Property)
Development Standards and Zoning Text
Grove City, Ohio**

CURRENT ZONING: SF-1 (SINGLE FAMILY)

PROPOSED ZONING: PUD-R (PLANNED UNIT DEVELOPMENT- RESIDENTIAL)

Property Owners: S & W Huggett Ohio LLC
14337 US Rte. 23
Ashville, OH 43103

Applicant: Pulte Homes of Ohio LLC
475 Metro Place S. Ste. 200
Dublin, OH 43017

Authorized Representative: Thomas L. Hart
Isaac Wiles
Two Miranova Place, Ste. 700
Columbus, Ohio 43215

I. PROPERTY

The property ("Property") consists of approximately 144.27 acres[±] acres north and west of London-Groveport Road (S.R. 665) and east of Jackson Pike (S.R. 104) as further described on the attached Final Development Plan, legal description (Exhibit A) and Survey (Exhibit B).

II. INTRODUCTION

The proposed community will consist of a mixture of single-family homes designed for families with children and free-standing patio/condominium homes designed with a minimum of two bedrooms on the first floor and no more than 50% of the first floor area permitted on the second floor (if a second floor option is chosen by the customer). The patio/condominium homes are designed for buyers seeking "first floor living" and typically appeal to the active adult consumer who desires community lifestyle services such as lawn/ landscape maintenance and snow removal. Patio home lifestyle living is in high demand in the area as active adults continue to downsize but prefer to stay in their own community. The community is designed as an enclave opportunity for this type of living in an area with access to parks and trails in close proximity to children and grandchildren living nearby.

The style, size and types of conventional single-family homes are consistent with the adjacent communities, but include updated home designs, features and enhanced values.

The site plan will activate and allow regional access to the Plum Run stream corridor by providing scenic overlooks as well as by locating the regional multi-use path within the property and near the stream.

III. GENERAL PROVISIONS

- a. The provisions outlined within these development standards zoning text and the Final Development Plan (Exhibit C) shall apply to the 144.27 +/- acres of land as described in Exhibit A unless otherwise approved by Grove City Council. Other provisions of the Grove City Code (the "Code", including the Standard drawings and other policies shall only apply to the extent that this zoning text and Final Development Plan standards do not address such matters. Any deviations from the standards outlined in the text may be granted by City Council, through the development plan.
- b. This PUD-R development is divided into four Subareas A, B, C and D with applicable standards for each described herein.
- c. All provisions of this text are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection section or other provision is invalid or that the application of any part of the provision is invalid, the remaining provisions and the application of those provisions shall not be affected by that decision.
- d. Where there is or appears to be a conflict between the approved Text and Development plan, the more restrictive requirements shall apply. Where there is or appears to be a conflict between the Text and the Code, the Zoning Text shall control.

IV. PERMITTED AND ACCESSORY USES

- a. The Communities at Plum Run PUD will be a residential neighborhood that shall contain a mixture of detached single-family homes on public streets (Plum Run Ridge) and detached Patio/Condominium Homes (Plum Run Preserve) on private streets.
- b. A maximum number of detached single-family homes shall be permitted at three-hundred and ninety-seven (397) with lot standards and governed by regulations as further provided herein.
- c. Open spaces for the purpose of recreation, stormwater management and stream corridor protection zones, as estimated on plan exhibits and are to be confirmed with final engineering, surveying and construction plan review
- d. Other permitted uses shall include entry features, site landscape fences or walls, signs, columns, related landscape lighting, multi-use paths and scenic overlooks to incorporate natural views, playground/tot lot, landscaping structures and benches to enhance open space, signage, trees and other plantings, protected natural areas of the stream corridor, model homes and related operations and other features incidental to detached single-family housing.
- e. Accessory uses shall be regulated in accordance with the Grove City Zoning

- f. Model homes under City Code and with standards provided herein. Off-street parking for model homes may be permitted on one or more lots.
- g. Each home in Sub-Areas A-1, A-2, B & C shall be on fee-simple platted lots. Homes in Sub-Area D are intended to be owned in a condominium form of ownership as per ORC 53

V. GENERAL DEVELOPMENT STANDARDS:

- a. The density of the site shall not exceed Three Hundred and Ninety-Seven (397) units, with a maximum gross density of +/-2.75 dwelling units per acre.
- b. Entryways. Landscaped entry features to the site will be located on London-Groveport Road (SR 665, two entrances for single family subareas) and Jackson Pike (SR 104) with lesser landscaping provided at Ravines End Drive and Ann Arundal Lane for the single-family subareas A, B and C. Separate entrances and entry features to the patio homes/condominium subarea D from London-Groveport Road are also provided. The entrances shall incorporate design elements as depicted on exhibits and site plans and may include fencing, landscaping walls, signage, columns/piers, fountains, and related landscaping and lighting within open spaces. Entry signage is permitted at all entrances off Jackson Pike and London Groveport Road and shall meet signage requirements and setbacks of Chapter 1145 and the landscaping requirements of Section 1136.09(a)(1).
- c. Streets.
 - 1. All Public Streets shall be a minimum of 28 feet in width (as measured from face to face).
 - 2. All Private Streets shall be a minimum of 24 feet in width (as measured from face to face), owned and maintained by the Condominium or Home Owners Association. Private streets shall be permitted to deviate from the public roadway standards as part of the Final Development Plan for the patio/condominium subarea. Such deviations shall be approved as part of the Final Development Plan.
- d. Sidewalk and Multi-Use Path. Each street shall have a path and/or sidewalk on each side. An 8-foot wide regional path shall be constructed and dedicated for public use to provide recreational opportunity to the residents of the neighborhood as well as the larger community and to access the natural areas bordering Plum Run as depicted on the Final Development Plan. Final sidewalk and path locations shall be approved on the Final Development Plan locations with allowance for the balancing of

aesthetics, construction feasibility, maintaining grade, topography and drainage, and/or existing vegetation.

- e. Open Space. Open space is estimated on plan exhibits and is subject to final engineering, surveying and construction plan review.
 - 1. Open space is to be reserved for passive activities, as well as recreation, and will include benches and other seating areas, along with connecting paths and sidewalk accesses as generally shown on the Final Development Plan.
 - 2. Open space calculations may vary from the calculations provided herein and on Final Development Plan Exhibits based on minor site plan adjustments for engineering, utility and other field location decisions as shown on the final engineering plan/plats provided such final open space calculations meet the requirements of Section 1101.09(b) and such adjustments are approved by the City.
 - 3. Open space, including stormwater ponds, structures, facilities and paths shall be owned and maintained by the owners' associations, unless otherwise agreed with the City under an approved Development Agreement or if approved by Council at the time of platting.
 - 4. The Plum Run stream corridor and associated floodplain shall be preserved and may contribute to the required open space per Section 1101.09(b) provided that the area is activated by a path system and scenic overlooks.
 - i. Open space amenities and specific open space acreages shall be depicted on the Final Development Plan as determined by final engineering. Open space shall include Playgrounds and related facilities as depicted on plan exhibits and may also include elements such as bicycle racks and trash receptacles for the convenience of homeowners and guests
- f. Site Lighting. Site lighting on the public streets shall meet the current requirements of Grove City Code and the lighting fixtures will match the fixtures in the adjacent community of Scioto Meadows. The Private Street lighting will be similar to the fixtures in the Public Street area but will be owned and maintained by the owners' association (or via a "lease lighting" program entered into by the condominium association and the local utility provider, e.g., AEP). Street intersections shall be lighted with more limited lighting and spacing of lights on streets away from intersections.
- g. Fencing.
 - 1. Site landscape fencing ("off-lot") as depicted in plan exhibits, may be located at entry features and within perimeter setback areas along Jackson Pike and London Groveport Road and is to be white three-rail of a white vinyl, composite or weather resistant material.
 - 2. All "on-lot" fencing shall not exceed the following heights: unless otherwise specified: 48" for yard fences. 72" for privacy fences around

patios, hot tubs, etc.

3. In addition to the standards set forth in this text, all on-lot fence heights and styles are subject to written approval of the owners' association prior to installation.
4. Pool fencing shall be as required by applicable governmental rules and regulations and owners' association documents.
5. Yard fencing may be permitted within subareas A-1, A-2, B and C - **Single Family homes** under the following standards:
 - i. All fences must be located on a property owner's property line(s) or set-back a minimum of twenty four inches (24") from the property line. Placement of a fence on the property line constitutes the acknowledgement of the property owner that a fence on a neighboring property may be erected to "tie-in" to such fence so that duplicate, parallel fences on adjacent properties can be avoided.
 - ii. No fence may be erected within four feet (4') of an existing fence on an adjacent property except where such fences "come together" to form a connection point of such fences.
 - iii. If the erection of an approved fence would result in the creation of an area on a property owner's lot that cannot be accessed for maintenance purposes other than from an adjacent owner's property, a gate must be erected in such fence so that the property owner can maintain his/her entire lot without trespassing/entering upon such neighbor's property.
 - iv. No fence may be erected closer to any street than the platted building set-back line relative to such street. In the case of corner lots, the setbacks from BOTH streets shall apply.
 - v. Fences may not be erected to "clip a corner" or otherwise "box out" utility junction boxes that are located on the lot on which the fence is being erected. An Application that has been "Conditionally Approved" and which shows a fence alignment that results in such utility junction boxes being 'outside' of the fenced area of the yard are understood to require a change in alignment, such that the proposed fence follows property lines around the utility junction boxes, or runs parallel to property lines and is adequately set back from property lines to meet all of the foregoing requirements (including the requirement for one or more gates, if appropriate).
 - vi. All fences must be installed 'beauty-side out,' with all structural members (stringers) located on the side of the fence visible from the enclosed part(s) of the lot.
 - vii. Fences are required to comply with any and all height limitations established in City Code or community deed restrictions, whichever is more stringent.
 - viii. Fences must be erected along straight lines at consistent heights so as to provide a clean, professionally-installed appearance; and all fence approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the fence in good condition, including replacement of damaged, broken or missing

Zoning and Development Standards Text

- fence boards, and painting/staining as appropriate from time-to-time (including gate hardware visible from the outside of the fenced yard). The 'standard' for fence maintenance and appearance is the general appearance of other fences and improvements within the same subdivision.
- ix. Fences intended to enclose the rear yard of a Lot ("Rear-Yard Fencing") shall adhere to the style of fence as depicted on Exhibit F-1 attached hereto or substantially similar to style depicted in Exhibit F-1.
6. Yard fencing may be permitted within subarea D **Patio Homes** under the following standards:
- i. Fences are required to comply with any and all height limitations established in City Code or the applicable deed restrictions, whichever limitations are stringent.
 - ii. Fences must be erected along straight lines at consistent heights so as to provide a clean, professionally-installed appearance; and all fence approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the fence in good condition, including replacement of damaged, broken or missing fence boards, and painting/staining as appropriate from time-to-time (including gate hardware visible from the outside of the fenced yard). The 'standard' for fence maintenance and appearance is the general appearance of other fences and improvements within the same condominium.
7. Patio privacy fencing may be permitted with subarea D **Patio Homes** under the following standards:
- i. Privacy screening fences may not fully enclose a lot or patio. The privacy screening fence is only to be installed adjacent to patios and shall only be located along one side of any patio.
 - ii. Privacy screening is not to exceed 6' in height and should not extend longer than 20' beyond the depth of the structure.
 - iii. Unless otherwise permitted by the Design Review Board as established by the owners' association documents, the privacy screening is to be white vinyl with an open lattice style top as generally depicted on Exhibit "F-2".
- h. Retention Ponds. Retention Ponds shall comply and be constructed in accordance with Grove City's Stormwater Design Manual, unless otherwise permitted by this text.
- i. Landscaping, Screening, and Tree Preservation.
1. Screening of Service Structures
- a. Service structures shall be screened per Code (Section 1136.08).

2. Unit Trees

- a. There shall be three (3) trees planted per single-family residence.
- b. Trees may be small, medium or large species and shall be a minimum of two (2) inches in caliper at installation or a minimum of six (6) feet in height, if evergreen.
- c. Multi-stem and evergreen trees are permitted to account for trees required for Subarea D.
- d. Trees shall be arranged within the front, side or rear yard areas with emphasis on the front facades in all Subareas. In addition, trees required for Subarea D may be located within any open space or setback area of any Subarea.
- e. In the case that trees die, trees shall be re-installed by the developer or the HOA per the final development plan.

3. Foundation Plantings

- a. A minimum of one-third ($1/3$) of the façade, or facades in the case of corner lots, fronting the public or private street shall be landscaped adjacent to the foundation with a minimum of five (5) shrubs, ground cover or ornamental plantings.
- b. The average height of foundation plantings at installation shall be twenty-four (24) inches minimum.

4. Perimeter Landscape Treatment

- a. A landscape treatment shall be provided in the open space reserve areas between residential lots and London-Groveport Road (SR 665) and Jackson Pike (SR 104) as detailed in the Final Development Plan, including the following;
 - i. Mounding shall vary in height and slope to create a rolling, natural appearance. Mound heights may range up to eight (8) feet, with average heights ranging from four (4) to six (6) feet. Slopes may range from 3:1 to 10:1. Mounding shall be located outside the public right-of-way and shall not obstruct site distance at any driveways or public intersections.
 - ii. Plantings at a rate of seven (7) evergreen trees, two (2) large deciduous trees and one (1) ornamental tree per one hundred (100) linear feet of lot perimeter.
 - iii. Evergreen trees shall be installed at a minimum height of six (6) feet.
 - iv. Deciduous trees shall be installed at a minimum caliper of two and one-half ($2\frac{1}{2}$) inches.
 - v. Ornamental trees shall be installed at a minimum height of seven (7) feet, and shall be a minimum of 1.75" caliper at time of installation

5. Street Trees

- a. Street trees shall be located along all streets within the Communities at Plum Run development and be spaced per chapter 1136.09(b) of City

code. Street trees shall be owned and maintained by the Homeowners/Condominium Association, unless located on owner's lots. In the case that trees die, street trees shall be replaced by the Homeowners/Condominium Association.

- b. Street trees shall vary in species to prevent a monoculture so long as they are in accordance with the City's planting list as approved by the City's Urban Forester. Invasive plant species - as listed by the Ohio Department of Natural Resources (ODNR) shall be prohibited and the use of native plants will be encouraged. The amount and type of trees shall be approved by the City's Urban Forester.
 - c. At time of installation, all street trees shall have a clear canopy height of at least five feet (5') above the ground for traffic safety purposes.
 - d. The minimum distance between the tree and the back of the street curb shall be two and one-half feet (2-1/2'). In the areas where a sidewalk exists or is proposed, the minimum distance between the tree trunk and both the edge of the street and the sidewalk shall be two feet.
 - e. The minimum trunk caliper measured at six inches above the rootball for all street trees shall be no less than two (2) inches.
6. Retention Area Planting
- a. There shall be one (1) tree planted on site for every fifty (50) lineal feet of retention area perimeter. Required trees are not required to be evenly spaced around the perimeter and can be grouped within the reserve containing the retention area provided that design meets the overall design intent of planting requirements and appropriate character for the development.
 - b. Retention areas may be planted to provide natural character in areas adjacent to the Plum Run stream corridor in order to maintain and enhance the native character.
 - c. Jute matting is permitted as an option for shoreline protection.
7. Preservation of Trees and Wooded Areas
- a. A 'No Disturb Zone' shall be placed over the twenty (20) feet adjacent to the north and east property lines adjacent to the existing Scioto Meadows subdivision. No building or storage shall be placed and no removal of plantings of any kind shall be permitted, but the clearing of plant material that is dead, dying or posing a hazard or threat may be allowed as determined by the Urban Forester for The City of Grove City. Any portion of those areas designated as a tree preservation zone which do not contain trees or existing vegetation other than grass shall be maintained per the Grove City Property Maintenance Code. Alteration of grade is prohibited, except as approved by the City of Grove City, for utility placement, rear yard storm sewers or structures, path or street placement and in keeping with positive drainage practices and

Zoning and Development Standards Text
subdivision grading requirements.

- b. Existing healthy trees with a minimum of 4" diameter as measured at DBH within the 100-year floodplain or Stream Corridor Protection Zone of Plum Run shall be preserved with the exception of the need for utilities, pedestrian path, scenic overlooks, accesses and/or road crossings. Ash Trees shall be removed as directed by the City's Urban Forester.
- 8. Grass and Groundcover
 - a. Any open space along a prominent corridor, such as Jackson Pike and London Groveport Road, shall be maintained as turf grass established by seed and which may include planting and landscape features as set forth herein.
 - b. Other areas of the Development not covered by landscaping shall be planted per Code (Section 1136.11).
- j. Parking.
 - 1. Four parking spaces shall be provided for each dwelling unit with a minimum of two spaces in an attached garage of each home and two spaces in each driveway.
 - 2. On-Street parking will be restricted to one side of the street (Non-Fire Hydrant side of the street). "No Parking" signs shall be installed as directed by the fire department or public service.
 - 3. The parking or storage of boats, trailers, or recreational vehicles in a driveway within the subdivision shall be prohibited.
- k. Signage.
 - 1. Project signage including temporary signage, model home signage, and marketing signage is permitted under this PUD and shall comply with City Code standards, unless otherwise defined/requested with Final Development Plans. Any additional signage not approved with the Final Development Plan proposed on site shall meet code requirements and shall be approved by sign permit.
- l. Utilities. All new utilities shall be located underground except for pedestals for electricity, cable, phone, or similar utilities.
- m. No trash dumpsters shall be used except during construction, alteration, or repair of a home. Each resident shall be responsible for trash pickup and have individual trash containers.
- n. Mailboxes and locations shall meet standard postal service requirements.
 - 1. CBUs shall be located in appropriate areas as depicted on site plans, and/or as determined by the USPS and City during the site construction process.

Zoning and Development Standards Text

2. All mailboxes or CBUs shall have a uniform and consistent design. These fixtures shall be decorative in appearance and shall match the quality and theme of other site fixtures within the community.
3. Landscaping shall be installed around CBUs as permitted by the USPS.

o. Playgrounds are as depicted and located on site plan exhibits.

VI. LOT STANDARDS AND AREA REQUIREMENTS

a. Subarea Standards

Sub-Area	Min. Lot Width	Ranch / One-Story	1-1/2 & Two-Story	Sample Home Types Anticipated for Each Sub-Area***
A-1	70'*	2,200	2,400	Greenfield, Hilltop, Riverton, Westchester, Allison II
A-2	70'	1,600	2,200	Newberry, Linwood, Mercer, Continental, Prosperity, Mystique
B	60'**	1,600	2,000	Newberry, Linwood, Mercer, Continental, Prosperity, Mystique
C	60'	1,600	2,000	Newberry, Linwood, Mercer, Continental, Prosperity, Mystique
D	52'	1,300		Trailblazer, Discover, Blue Rock, Passport

*Up to 10% of the lots in the single-family subareas may accommodate side-loaded garages subject to customer selections and final engineering confirmation of 75' lot width at the build line and a minimum 25' driveway with a 3' driveway setback from the lot line.

**Lots in Sub-Area B shall have a minimum width of 60' in width as measured at the Building Line, provided that not less than 70% of the lots shall have a minimum width of 65' in width as measured at the Building Line.

***The sample home types are provided for illustration and are not the only models to be built. Other models, home elevations, and house plans are approvable subject to Section VIII of this text.

b. The following standards shall apply to the Subareas A-1, A-2, B and C single family lots, known as Plum Run Ridge*

Min. Lot size	8,400 sf Subarea A-1 and A-2
.....	7,560 sf Subarea B
.....	7,200 sf Subarea C
Max. building coverage.....	35%
Max. height.....	35'
Min. parking.....	4 spaces, including garages
Min. side yard setback.....	7.0'
Min. side yard setback adjacent R.O.W.	15'
Min. front yard setback.....	20'
Min. rear yard setback.....	20'

*Minimum lot widths shall be measured at the building line. The following standards

Zoning and Development Standards Text

shall apply to the Subarea D Patio/Condo Homes, known as Plum Run Preserve.

Setback - SR 665 (Existing R/W).....	50' Building and Pavement
Setback (Perimeter)	25'
Max. building coverage.....	25%
Max. height.....	35'
Min. parking.....	4 spaces, including garages
Min. setback between units	10' total
Min. building setback from curb	6'
Min. building setback from sidewalk	4'
Min. rear yard areas	per plan details (+/-25')
Min. square footage.....	1,200 sf one and two story*

*Patio/condo homes shall include a minimum of two bedrooms on the first floor and no more than 50% of the first floor area shall be permitted on the second floor, where a second floor option is provided for.

VII. BUILDING MATERIALS AND ARCHITECTURE

The architectural character of the homes shall comply with the standards outlined in this text and provide the general character shown in the exhibits entitled ***Pulte Homes Architecture Portfolio prepared for the Communities at Plum Run October 2021*** submitted with this application and differentiated per subarea. Final building elevations shall be approved with building permits. Plans and/or elevations in addition to those submitted with this text, and after Final Development Plan approval may be also be approved with such approvals not to be unreasonably withheld, to allow for alterations based on changes in market demand and customer preferences and selections over time, so long as they are consistent with the quality, character and proportions of the building elevations as submitted with this text and subject to the following standards being met:

The exterior of the buildings shall be restricted to the following materials and architectural elements listed below. The primary materials and details used on front elevations of homes shall be carried through to and utilized on all other elevations of the home in a manner that creates continuity, cohesive design and balance among all facades. Primary exterior materials shall be:

1. LP Smart Side and Trim or an equivalent siding product
2. Fiber cement siding such as Hardie Plank TM
3. Aluminum or vinyl soffits and fascia
4. Stone, cultured stone
5. Brick, brick veneer
6. Single or double hung low-e vinyl windows
7. Dimensional architectural shingles
8. Vinyl siding premium/architectural grade with a minimum thickness of .044 mills
9. Wood

- (a) **Masonry Requirements: Front** – All front elevations are to include not less than 25% brick, brick veneer, stone or cultured stone, exclusive of windows, door openings and garage doors. Homes may be permitted without the requirement of 25% masonry on the front elevation provided they are compatible with or complementary to the built environment, include appropriate massing, are traditional in character and design and include a minimum of two architectural elements from the following list; window mullions, window trim wrap, bay window or bay elements, vertical board and batten or shake style siding elements (provided such elements are compatible with the design, style, and character of the home and subject elevation), shutters, or decorative louvers of at least 3 sq. ft.
- (b) **Trim Requirements: Sides and Rear Windows/Doors** – 3 ½" actual minimum trim required, but not if window is bordered by masonry or includes shutters. Trim material for windows front, sides and rear maybe vinyl.
- (c) **Major roof elements** shall have a minimum 6:12 pitch. Secondary or accent roofs may have 3:12 pitch. Roof materials shall be of a medium or dark color.
- (d) **Garage doors** shall be paneled and of one color and material (windows shall be allowed if consistent with architectural character and theme).
- (e) **Overhangs and Eaves:** Required 8" minimum from outside walls.
- (f) **Exterior Colors**
 - i. **Siding colors.** Natural earth tones and/or warm neutral colors, including white. High-Chroma colors are not permitted
 - ii. **Trim colors.** Natural earth tones and/or warm neutral colors, including white. Complementary or contrasting siding color. High-Chroma colors are not permitted.
 - iii. **Roof Colors.** Shingle colors shall be from the color range of natural materials, such as, but not limited to wood shakes, slate, etc.
- (g) **Basements.** All homes in Subarea A shall have partial or full basements, soil conditions permitting.
- (h) **Garages and driveways.** All homes shall have an attached, minimum two-car garage. Garage door openings shall not exceed 45% of the width of the house façade for a two-car garage or 50% of the width of the house façade for a three-car garage, including the garage.
- (i) **All elevations of the homes** shall be articulated in a manner as to represent a similar character on all facades.

(j) Diversity. The same home design with the same front elevation shall not be constructed on lots that are adjacent to or directly across the street from one another. A lot shall be deemed to be directly across the street from any other lot that is located in whole or in part between two imaginary straight-line extensions of the side lot lines for the first lot which extend to the opposite side of the public right-of-way on which the first lot has frontage, as illustrated on and subject to the conditions noted on the Attachment "A" ***Pulte Homes Façade Diversity Standard Exhibit***. On corner lots, the diversity requirements shall be applied to the street on which the home's front façade is located. Houses with the same footprint may be allowed within the distance and parameters described above provided that such houses incorporate substantial differences in the front elevations such as material changes, configuration of front porch, etc. The Development Department shall have the final approval as to whether a change is "substantial."

(k) Accessory Structures. No detached garages, sheds or other accessory structures shall be permitted.

(l) All exposed courses of foundations of all homes shall comply with chapter 1135.10 (E) of City Code.

(m) Deviations to these standards shall be approved by City Council with the Development Plan.

(n) Four-Sided Architecture – the following elements and details shall be considered "design elements" for creating the standards for four-sided architecture. All homes shall have at least one element on each elevation, no blank facades shall be permitted.

1. Doors
2. Porches
3. A window or grouping of windows at least 6 sq. ft.
4. Window mullions
5. Window trim wrap
6. Faux shutters
7. Dormers (active and inactive)
8. Bay window or bay elements
9. Chimney
10. Water table
11. Masonry covered foundation
12. Decorative louvers of at least 3 sq. ft.
13. Other design elements and materials used as accents, including but not limited to accent siding, band boards,

brackets, corbels, and/or decorated A-frames; subject to approval of the Development Department.

(o) High Impact and Special Treatment Areas; (See plan exhibit of the same title.)

- a. "*High Impact Areas*" – High Impact Area lots are shown on plan exhibits. In such areas, where the front or side elevations of homes are exposed to the adjacent roadways a minimum of two of the design elements from the list under (n) shall be included on each such elevation.
- b. "*Special Treatment Areas*" – Mounding and/or landscape screening, consisting of 7 evergreen trees (minimum height of 6 feet at install), 2 deciduous trees (minimum 2 1/2" caliper at install) and 1 ornamental trees (minimum height of 7 feet at install) per 100 linear feet shall be installed in the open space areas adjacent to the sides and rears of homes backing to the Special Treatment Areas as depicted on the plan exhibits. Homes shall include four-sided architectural features as defined in (n).

VIII. PHASING

The property will be developed in phases as depicted on the Final Development Plan, subject to minor revisions necessitated by final engineering and design details.

IX. MODEL HOMES

- a. Model homes shall be permitted under City Code standards and regulations and the following additional standards shall apply:
 - i. Individual homes may be used as model homes by the Developer(s)/Builder(s) for the purpose of marketing and sale of new homes.
 - ii. Manufactured and/or modular buildings are permitted for use as a sales office during the development of the project and the construction of residential units therein.
 - iii. Model home parking may be established on lots adjacent to model homes for safety and convenience during the sales process.

X. HOMEOWNERS ASSOCIATION AND PATIO/CONDOMINIUM OWNERS ASSOCIATION

- a. Prior to occupancy by any residents in single-family subareas, the developer will establish a private, forced and funded homeowners association. Control of the association shall be turned over to the residents according to Ohio Law. Association responsibility shall include care for the entryway, required tree installations and all open spaces after the development period and turnover date. All association responsibilities and obligations shall be set forth in the HOA declaration prepared and recorded by the developer prior to occupancy.

Zoning and Development Standards Text

- b. Prior to the occupancy by any residents in the patio/condominium subarea the developer will establish a Patio/Condominium Owners' Association. (COA) Control of the association shall be turned over to the residents according to Ohio Law. The Patio/Condominium homeowners will be a member of a Condominium Association for maintenance of the open spaces, required tree installations and the entryway after the development period and turnover date. The Patio/Condominium Owners' Association responsibility shall include private street maintenance; snow plowing, lawn and landscape maintenance, street lighting and other duties as agreed to by members. All association responsibilities and obligations shall be set forth in the COA declaration prepared and recorded by the developer prior to occupancy.

4874-1175-6545.1

EXHIBIT - NO DISTURB ZONES, HIGH IMPACT AREAS, AND SPECIAL TREATMENT AREAS

LEGEND

- 20' NO DISTURB AREA
- HIGH IMPACT LOTS
- SPECIAL TREATMENT AREAS

Received By:
Grove City Development
Date: 10/27/2021



EXHIBIT F-1

Received By:
Grove City Development
Date: 10/27/2021

Approved Rear-Yard Fencing:

Black wrought iron or aluminum fence style shall adhere to the example below:

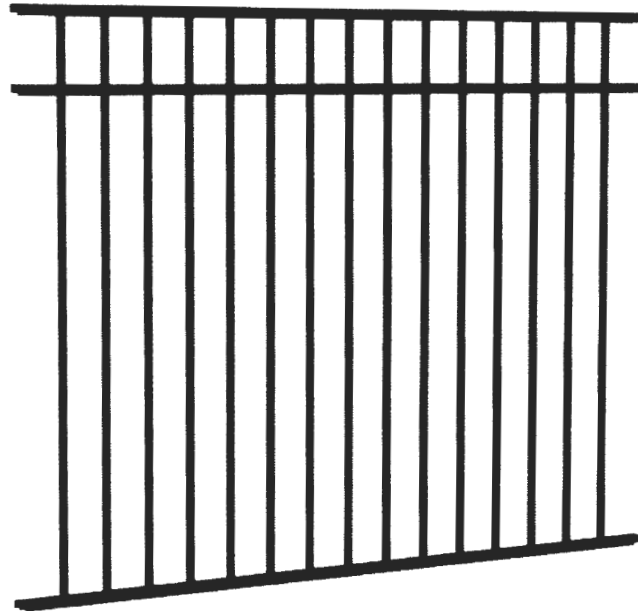


EXHIBIT F-2

Received By:

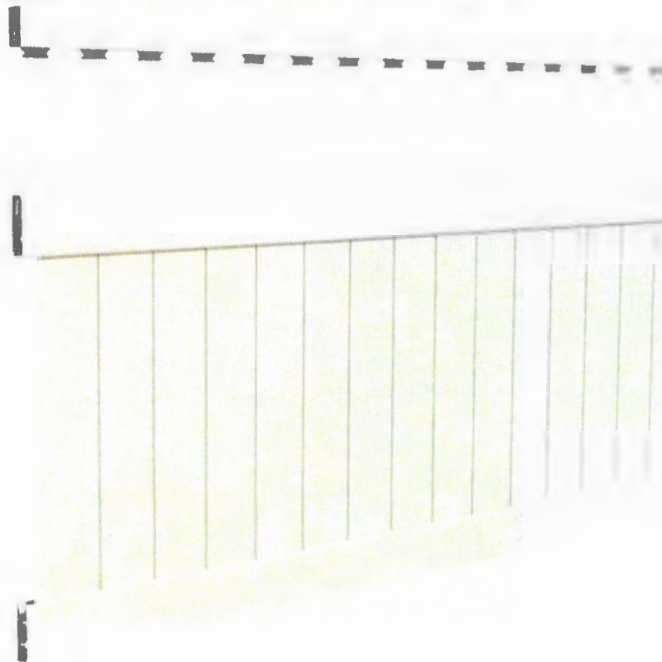
Grove City Development

Date: 10/27/2021

Black wrought iron or aluminum:

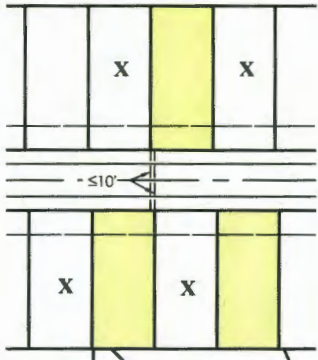


White vinyl with open lattice style top:

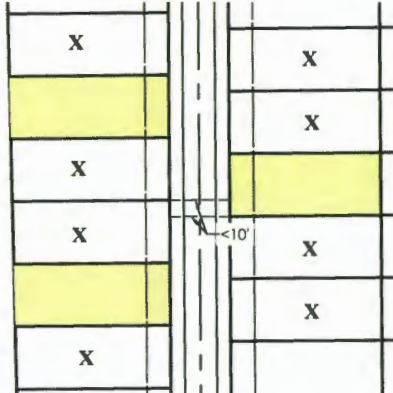


Received By:
Grove City Development
Date: 10/27/2021

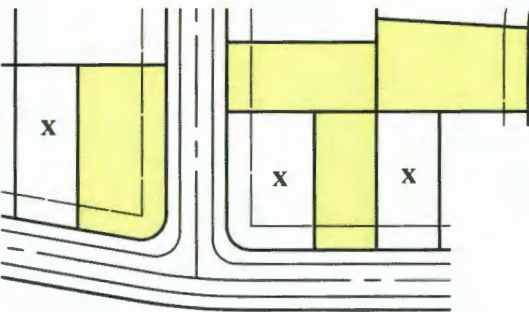
Condition 1
Front to Front
(Lot Offset $\leq 10'$)



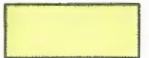
Condition 2
Front to Front
(Lot Offset $> 10'$)



Condition 3
(Lot Separated by Street)



LEGEND:



Subject Facade

X Prohibited Same Home Design
with the Same Front Elevation
as Subject Facade

PULTE HOMES
FACADE DIVERSITY
STANDARD EXHIBIT

Date: 11-09-21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-59-21
1st Reading: 11/15/21
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-59-21

A RESOLUTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS FOR THE INSTALLATION OF ROOFTOP SOLAR PANELS TO JP MORGAN CHASE LOCATED AT 2161 STRINGTOWN ROAD

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 02, 2021, the Planning Commission recommended approval of the Certificate of Appropriateness request for the installation of rooftop solar panels to JP Morgan Chase located at 2161 Stringtown Rd., with the following stipulation:

1. The applicant and/or property owner shall work with the City's Urban Forester to design a landscape feature at the corner of Stringtown & McDowell Roads.

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 installation of rooftop solar panels to JP Morgan Chase located at 2161 Stringtown Rd., 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

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

Passed:
Effective:

Attest:

I Certify that this resolution
is correct as to form.

Date: 11-09-21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-60-21
1st Reading: 11/15/21
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-60-21

A RESOLUTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS FOR THE INSTALLATION OF A TEMPORARY OFFICE TRAILER FOR T. MARZETTI DISTRIBUTION CENTER LOCATED AT 5800 NORTH MEADOWS DR.

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 02, 2021, the Planning Commission recommended approval of the Certificate of Appropriateness request for the installation of a Temporary office trailer for T. Marzetti Distribution Center, with the following stipulation:

1. The Certificate of Appropriateness shall be valid for 18 months from the date of approval.

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 installation of a Temporary office trailer for T. Marzetti Distribution Center located at 5800 North Meadows Dr., 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: 11-09-21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: CR-61-21
1st Reading: 11/15/21
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-61-21

A RESOLUTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS FOR THE CONSTRUCTION OF A GARAGE LOCATED AT 3847 BROADWAY 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 02, 2021, the Planning Commission recommended approval of the Certificate of Appropriateness request for the construction of a two-story detached garage located at 3847 Broadway with the following stipulation:

1. A deviation shall be granted to exceed the maximum permitted wall height of nine feet (9') by one foot (1') for a maximum wall height of 10'.

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 garage located at 3847 Broadway in the Historical Preservation Area, 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: 11/09/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-62-21
1st Reading: 11/15/21
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-62-21

A RESOLUTION TO APPROVE AMENDMENTS TO THE DEVELOPMENT PLAN FOR KRAM-IT SELF STORAGE LOCATED AT 3170 URBANCREST INDUSTRIAL DRIVE AS APPROVED BY RES. CR-08-10

WHEREAS, on February 01, 2020, Council approved a Development Plan for Grove City Self Storage located on Urbancrest Industrial Drive by Resolution No. CR-08-10; and

WHEREAS, on November 02, 2021, the Planning Commission recommended approval of amendments to the original Development Plan, as submitted.

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

SECTION 1. This Council hereby accepts the amendments to the Development Plan, approved by Resolution CR-08-10, for Kram-It Self Storage, as submitted.

SECTION 2. This approval shall be good for 12 months from the date passed, or as otherwise provided in Section 1109.07(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: 10/25/21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mayor Stage
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: C-65-21
1st Reading: 11/01/21
Public Notice: 11/02/21
2nd Reading: 11/15/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-65-21

AN ORDINANCE TO AMEND CHAPTER 192 OF THE CODIFIED ORDINANCES OF THE CITY OF GROVE CITY, OHIO TITLED IMPOSITION OF TAX PURSUANT TO OHIO REVISED CODE 5739.09

WHEREAS, Ohio law provides that a portion of the hotel/motel tax shall be used to make contributions to convention and visitors bureaus operating within the county to promote travel and tourism; and

WHEREAS, Ordinance C-123-88 was passed by the City Council of the City of Grove City on January 16, 1989 whereby an additional three percent (3%) on transactions by which lodging by a hotel/motel is or is to be furnished to transient guests pursuant to 5739.024 (B) of the Ohio Revised Code; and

WHEREAS, section 192.021 of the codified Ordinances of the City of Grove City defines the purpose of the providing revenue with which to meet the needs of the City for the use of the General Fund of the City and for the purpose of providing funds to convention and visitors bureaus operating in the county in which the City of Grove City is located for the promotion and publicizing of the City of Grove City as a desirable location for conventions, trade shows and similar events to encourage the patronage and business of cultural, educational, religious, professional, sports and other activities to utilize the City of Grove City; and

WHEREAS, the City has organizations that promote tourism, convention, economic development and other projects or expenditures which would enhance the City's appeal to visitors and tourists.

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

SECTION 1. Section 192.01 is hereby amended as follows:

These definitions shall only apply to Chapter 192 and shall not apply to any other chapter or section of the Codified Ordinances of Grove City, Ohio. As used in this chapter:

(a) **"Convention and Visitors Bureaus" means organizations that promote tourism, convention, trade shows, economic development and other cultural, educational, religious, professional, sports and other activities that would enhance the City's appeal to visitors and tourists.**

(b) (a) "Hotel-motel" means every establishment kept, used, maintained, advertised or held out to the public to be a place where sleeping accommodations are offered to guests in which five or more rooms are used for the accommodation of such guests, whether such rooms are in one or several structures.

(c) (b) "Transient accommodation" means every establishment kept, used, maintained, advertised or held out to the public to be a place where sleeping accommodations are offered to guests in which four or less rooms are used for the accommodation of such guests, whether such rooms are in one or several structures.

(d) (e) "Transient guests" means person(s) occupying a room or rooms for sleeping accommodations for less than thirty consecutive days.

(e) (d) "Vendor" means the person who is the owner and/or operator of the hotel, motel or transient accommodation and who furnishes the lodging.

SECTION 2. Section 192.021 is hereby amended, in part, as follows:

(b) Fifty percent (50%) of the revenue from the tax levied pursuant to this section, shall be deposited into a separate fund, to be appropriated annually by Council through the Annual Appropriation Ordinance as defined in Section 5.05 of the City Charter. Each Convention and Visitors Bureau will be identified by name and distribution amount. Each of the Convention and Visitors Bureaus shall receive funds for the purposes of promoting tourism, convention, economic development and other projects or expenditures which would enhance the City's appeal to visitors and tourists ~~which shall be spent solely to make contributions to convention and visitors' bureaus operating in the county in which the City of Grove City is located,~~ and the balance of such revenue shall be deposited into the Community Development General Fund of the City of Grove City.

(c) Convention and Visitors' Bureaus which receive funds pursuant to this section shall, within one hundred and twenty days (120) days after the end of their fiscal year, provide to the Finance Director of the City financial statements of the organization for such fiscal year, prepared in accordance with generally accepted accounting principles, consistently applied, with a compilation report ~~opinion thereof~~ prepared by a firm of certified public accountants.

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

Date: 10/25/21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Hurley
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense:

No.: C-66-21
1st Reading: 11/01/21
Public Notice: 11/02/21
2nd Reading: 11/15/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-66-21

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE INDEPENDENTS FIBER NETWORK

WHEREAS, the Independents Fiber Network and the City desire to enter into a lease agreement for use of the City's fiber network; and

WHEREAS, the initial lease term is for sixty (60) months; and

WHEREAS, the lease term exceeds twelve (12) months, and must be approved by City Council.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute the agreement with the Independents Fiber Network in Exhibit A.

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

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-66-21

Exhibit A

A NON-EXCLUSIVE LEASE AGREEMENT BETWEEN THE CITY OF GROVE CITY, OHIO AND INDEPENDENTS FIBER NETWORK, FOR USE OF THE CITY'S FIBER OPTIC CABLE AND NETWORK ACCESS POINTS.

This License Agreement ("Agreement") is made by and between The City of Grove City, Ohio (hereafter referred to as "City" or "Licensor"), with an address of 4035 Broadway, Grove City, Ohio 43123 and Independents Fiber Network, (the "Licensee"), with an address of 13888 CR 25A, Wapakoneta, Ohio 45895. The City and the Licensee may hereinafter be referred to individually as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Licensee owns, maintains, operates, and controls a communications Network to provide Service to Licensee's customers; and

WHEREAS, for purposes of operating its communications network, Licensee wishes to install, operate, and maintain its communications Equipment in the City's Network Access Point, as more fully described herein; and

WHEREAS, the City desires to ensure that the installation, maintenance, and repair of the Network including fiber optic cable, conduit, and related Equipment in the City's public right-of-way will be done in a manner consistent with all City regulations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions:

1. **Definitions.** The following definitions shall apply to the provisions of this Agreement.

(A) **"Equipment."** means any and all Licensee's ducts spaces, manholes, poles, conduits, fiber optic cables, repeaters, electronics equipment, transmission equipment, power sources, underground and overhead passageways, and other equipment, structures, plant, and appurtenances located within the public right-of-way or City property.

(B) **"Gross revenues"**

(i) means all consideration of any kind or nature including without limitation cash, credits, property, and in-kind contributions (services or goods) derived by the Licensee from the operation of the Licensee's communications network to provide Service within the City. Gross revenue shall include all consideration paid to the Licensee and its affiliates (to the extent either is acting as a provider of a service as authorized by this Agreement), which shall include but not be limited to the following:

(a) all fees charged to customers for any and all Service provided by the Licensee;

(b) any fee imposed on the Licensee by this Agreement that is passed through and paid by customers (including without limitation the gross revenue fee set forth in this Agreement); and

(c) compensation received by the Licensee or its affiliates that is derived from the operation of the Licensee's communications network to provide Service with respect to

commissions that are paid to the Licensee as compensation for promotion or exhibition of any products or services on the Licensee's communications network. Revenue of an affiliate derived from the affiliate's provision of Service shall be gross revenue to the extent the treatment of such revenue as revenue of the affiliate and not of Licensee has the effect (whether intentional or unintentional) of evading the payment of fees which would otherwise be paid to the City. In no event shall revenue of an affiliate be gross revenue to the Licensee if such revenue is otherwise subject to fees to be paid to the City.

(ii) For purposes of this section, "Gross revenues" does not include:

- (a) any revenue not actually received, even if billed, such as bad debt;
- (b) non-services revenues received by any affiliate or any other person in exchange for supplying goods or services used by the Licensee to provide Service;
- (c) refunds, rebates, or discounts made to customers, leased access providers, advertisers, or the City;
- (d) any tax of general applicability imposed upon the Licensee or upon customers by the City, state, federal, or any other governmental entity and required to be collected by the Licensee and remitted to the taxing entity (including, but not limited to, sales and use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and fees not imposed by this Agreement);
- (e) any forgone revenue from the Licensee's provision of free or reduced cost Services to any person including without limitation employees of the Licensee; provided, however, that any forgone revenue which the Licensee chooses not to receive in exchange for trades, barter, services, or other items of value shall be included in Gross revenue.
- (f) Any upfront construction costs that the Licensee charges to customers.

(C) "**Network**" means the communications systems operated by the Licensee to provide Service to its customers on the City's network.

(D) "**Right-of-way or public right-of-way**" means the surface and space in, on, above, within, over, below, under or through any real property in which the City has an interest in Law or equity, whether held in fee, or other estate or interest, or as a trustee for the public, including, but not limited to any public street, boulevard, road, highway, freeway, lane, alley, court, sidewalk, parkway, river, tunnel, viaduct, bridge, conduit or any other place, area, or real property owned by or under the legal or equitable control of the City.

(E) "**Service**" means high speed Internet access service.

2. Term.

(A) This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue for a term of five (5) years (the "Initial Term"), unless it is earlier terminated in accordance with the provisions herein. Thereafter, this Agreement will automatically renew for

successive five (5) year terms (each, a "Renewal Term") unless one party provides at least six (6) months prior written notice to the other Party of its intent not to renew.

(B) At least six (6) months prior to the expiration of the then-current term of the Agreement, the City may reappraise the Gross revenue fee, and the Parties may re-negotiate the Gross revenue fee and other terms of this Agreement.

(C) The "Effective Date" of this Agreement means the date on which this Agreement is signed by the City Administrator.

3. **Scope of Agreement.** The City hereby grants Independents Fiber Network, a non-exclusive license to use specified fiber optic pairs (Section 1) and maintain all necessary Equipment to provide Services to its Customers. Independents Fiber Network use of the fiber pairs shall be subject to the laws of the State of Ohio and the City's charter and laws as they exist now or may be amended from time to time, and subject to the conditions outlined in this Agreement. Independents Fiber Network shall install its Equipment consistent with the Rights-of-Way Ordinance. Nothing in this Agreement shall be deemed to grant convey, create, or vest in Independents Fiber Network a real property interest in land, including any fee, leasehold interest, or easement.

4. **Access Fee.**

(A) The Licensee shall pay the City a fee of thirty (30) percent of Gross revenues as set forth in this Agreement.

(B) The license fee payable under this section is to be paid within 30 days of the last day of each quarter as shown on the table below:

Last Day of Quarter	License Fee Payable Date
March 31 st	April 30 th
June 30 th	July 30 th
September 30 th	October 30 th
December 31 st	January 30 th

Each payment shall be accompanied by a summary explaining the basis for the calculation of the fee. The City may review the business records of the Licensee to the extent necessary to ensure compensation in accordance with Subsection (a), provided that the City may only review records that relate to the 48-month period preceding the date of the last license fee payment. The licensee's business records will be made available to the City for review electronically in a format acceptable to the City. If the City determines that Licensee is in violation of the above revenue requirements, the City shall have the right to hire auditors of its choosing to conduct the required audit and to have the Licensee pay for such audit. If after the audit is conducted it is determined that Licensee is in compliance with the Agreement, then the cost of the audit shall be borne by the City. Licensee may recommend the hiring of alternate auditors, but the final decision on the selection of auditors shall rest with the City. The City may, in the event of a dispute concerning compensation under this section, bring an action in a court of competent jurisdiction. If the City prevails in litigation regarding the enforcement of any provision of this Agreement, the Licensee shall be responsible for payment of attorney's fees incurred by the City to the extent allowed by law.

(C) Licensee is subject to access fee regardless of end service provided or sold by Licensee.

(D) If Licensee offers free or promotional offers greater than 50% of standard rate, the City shall be paid revenue share at standard rate terms.

(E) Standard price schedule and terms must be submitted to City as an addendum to this agreement and updated quarterly or at time of change if said change is greater than 10% of original rate schedule.

(F) The Licensee may recover from the Licensee's customers any fee imposed by this License Agreement, to the extent permitted by law.

5. **Lateral Fiber attachment.**

(A) Licensee may build and attach a customer lateral to the City's fiber network at Licensee's expense only after receiving City's written approval.

(B) To obtain City's written approval, Licensee shall provide CAD level drawings of build and attachment.

(C) Licensee agrees that the City has the right of first refusal to build all proposed customer lateral by a Licensee to the City Network.

(D) All lateral builds built by a Licensee, to include but not limited to fiber, hand holes and conduit shall become the sole property of the City after a period of five years.

6. **Physical network access Non-Emergency.**

(A) Prior to accessing any of the City's physical fiber plant or meet me rooms for non-emergency reasons, Licensee shall notify the City at least 72 hours prior to accessing and obtain the City's written approval to access.

(B) Notification shall include, exact time of work start, and completion, reason for work, identification of who will be doing the work, location work being done, descriptions of said work and backout procedures if work must be suspended.

(C) The City's written approval of work shall be available onsite while Licensee or its assigns are present at work site.

7. **Emergency network access and escalation procedures:**

(A) If Licensee needs emergency access to the City owned meet-me-rooms, or physical fiber plant. Licensee shall call 614-277-1820 for access permission and instructions.

(B) Escalation Path:

(1) Thirty (30) Minutes after calling number above: (please fill in the appropriate course of action)

(2) Sixty (60) Minutes after calling Senior System Administration: (please fill in the appropriate course of action)

(C) If Licensee requires emergency restoration they shall call [614-277-1820]

8. **Prohibited activity.** Licensee shall not use City fiber assets to provide any service to a business, individual or legal entity that sells, distributes, stores or otherwise, pornographic, or illegal information.

9. **Network Outage hold harmless.** Licensee shall indemnify and hold harmless City from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorney's fees) to third parties, relating to or arising from the use of service by Licensee, User, or any of their personnel, whether or not Licensee or User has knowledge of or has authorized such access or use, including, without

limitation, claims for libel, slander, invasion of privacy, infringement of copyright, patent infringement (where Licensee or User has used, connected, or combined the Service with the products or services of others), negligence, or tortious behavior. Subscriber agrees to indemnify City along with any parties from whom Licensee obtains network service, and to hold them harmless from any claims resulting from the use of the Service by Licensee or its Users that damage another party or that violate the law

10. Administration of License and Notices.

(A) The City Administrator or designee is the principal City officer responsible for the administration of this License Agreement.

(B) All notices shall be in writing and shall be delivered by certified mail return receipt requested or by overnight delivery that is capable of providing proof of delivery. Any such notice shall be deemed effective on the date of mailing. All notices shall be addressed to the Parties as specified below, or such other address as a Party may update in writing to the other Party from time to time. Until any such change is made, notices to the City shall be delivered as follows:

If to City: City Administrator Charles Boso Jr
Grove City
4035 Broadway
Grove City, Ohio 43123
(614) 277-3000

with a copy to:
Stephen Smith Jr.
Law Director
Grove City
4035 Broadway
Grove City, Ohio 43123

Until any such change is made, notices to the IFN shall be delivered as follows:

Independents Fiber Network
1720 Willipie St.
Wapakoneta, Ohio 45895

Waiver of Compliance. None of the provisions of this Agreement may be waived or modified except in writing signed by IFN and the City, and authorized by the City Council, if required. Failure of a party to enforce or insist upon compliance with any term or condition of this Agreement or any breach thereof shall not constitute a waiver or relinquishment of such terms, conditions or legal rights.

11. Assignment. This Agreement shall not be assigned, transferred, sold or disposed of, in whole or in part, by voluntary sale, merger, consolidation, or otherwise by force or involuntary sale, without the expressed written consent of the City, if required. For the purposes of this Section, assignment, transfer, sale, disposal, merger, or consolidation shall exclude an assignment or transfer to entities that control, are controlled by, or are under common control with IFN. Any such consent by the City shall not be unreasonably withheld.

12. **Severability.** In the event any term or provision of this Agreement is declared illegal, invalid or unenforceable, then that provision shall be deemed to be deleted from this Agreement and have no force or effect and this Agreement shall thereafter continue in full force and effect, as so modified.

13. **Joint Work Product.** This Agreement is the joint work product of both Parties hereto, accordingly, in the event of ambiguity no presumption shall be imposed against any Party by reason of document preparation.

14. **Change in Law.** Notwithstanding anything contained in this Agreement to the contrary, in the event that this Agreement, in whole or in part, is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unrecoverable, unenforceable, void, unlawful, or otherwise inapplicable, IFN and the City shall meet and negotiate an amended Agreement that is in compliance with the authority's decision or enactment and, unless explicitly prohibited, the amended Agreement shall provide the City with a level of compensation comparable to that set forth in this Agreement.

15. **Governing Law.** Venue of any court action brought directly or indirectly by reasons of this Agreement shall be in a court of competent jurisdiction within Franklin County, Ohio. The provisions of the Agreement shall be construed under, and in accordance with, the laws of the State of Ohio, and all obligations created hereunder shall be performed in Franklin County, Ohio.

17. **Amendment.** Either Party shall have the right to request an amendment of this Agreement. In the event City requests amendments to the license fee, such license fee may be increased or decreased based on comparable licensing fees paid by Licensee in other Ohio cities. The Parties may also agree to amend other substantive provisions of this Agreement. The City may determine, at its discretion, whether any contractual amendments must be approved by City Council.

18. **Non-Waiver of Rights** – By entering this License Agreement, neither Licensor nor Licensee has waived any rights either Party may have under applicable state and federal law.

19. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous communications, understandings, and agreements with respect to the subject matter hereof, whether written or oral, expressed or implied. No other agreement, statement, promise or practice between the Parties relating to the Agreement shall be binding upon the Parties.

20. **Counterparts.** This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Electronic signatures shall be treated as originals.

21. **Captions.** The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties, each by a duly authorized representative, have entered into this Agreement on the dates below. This Agreement is effective on the date signed by the City Administrator as identified below.

Independents Fiber Network

By: _____
Its: _____
Date: _____

Grove City, Ohio

Charles Boso Jr
City Administrator
Date: _____

**Approved as to Form
Grove City, Ohio**

Stephen Smith Jr.
Law Director
Date: _____

Date: 11/09/21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Rauch
Sponsor : Mr. Holt
Emergency: 30 Days: X
Current Expense: _____

No. : C-69-21
1st Reading: 11/15/21
Public Notice: 11/16/21
2nd Reading: 12/06/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-68-21

AN ORDINANCE TO GRANT AN EXCEPTIONAL CIRCUMSTANCE FOR 3946 BROADWAY TO INCREASE THE MAXIMUM AWARD UNDER THE TOWN CENTER COMMERCIAL REVITALIZATION GRANT PROGRAM

WHEREAS, on May 21, 2018, Council approved Ord. C-31-18, replacing Exhibit A of the Town Center Commercial Revitalization Grant Program; and

WHEREAS, the requirements for the Program provides, in part, that an exceptional circumstance may be granted by City Council to address the "percentage of matching funds" and to increase the maximum award amount for a specific Project"; and

WHEREAS, an exceptional circumstance under the Program may be established where the project merits "special consideration"; and

WHEREAS, "special consideration" may be found when a minimum of three of the following criteria are satisfied: (1) proposed improvement will substantially enhance the vitality and appearance of Town Center and Broadway Corridor; (2) proposed improvement will result in creation of jobs; (3) proposed improvement will result in the leveraging of additional economic investment and/or activity; (4) proposed improvement will result in the utilization of sustainable building and site design concepts; (5) proposed improvement will result in the attainment of a needed service or goal as set forth in the Town Center Plan, (6) proposed improvement will result in the attainment of a needed service or goal as set forth in the GroveCity2050 Community Plan; (7) proposed improvement will result in the maintenance and enhancement of exterior structures and their interior facilities; and (8) proposed improvement will result in the update of building and facilities to meet current code requirements to better serve and protect the health, life and safety of their occupants; (9) proposed improvement will result in substantially improved accessibility and compliance with current ADA standards; and

WHEREAS, a current business owner in the Town Center Core undertook and completed renovation/modernization of the property, currently known as the Grove City Brewing Co. and Plum Run Winery, with projects Broadway; and

WHEREAS, this project results in an enhancement of the vitality and appearance of the Town Center through façade and patio updates, the maintenance and enhancement of exterior structures and their interior facilities through electrical and HVAC upgrades, the leveraging of additional economic investment and/or activity and the utilization of sustainable building and site design concepts through an HVAC upgrade for an overall cost of approximately \$60,300.00; and

WHEREAS, the current business owner of the property located at 3946 Broadway has made application and is seeking a finding of an exceptional circumstance to obtain a grant in excess of maximum award; and

WHEREAS, the Eligibility Application was approved towards the end of 2020 for the improvements which were completed in that year; and

WHEREAS, COVID-19 has disrupted the Grant intake and approval process; and

WHEREAS, the Applicant has agreed to forego grants for program years 2021 and 2022.

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

SECTION 1. This Council finds that special considerations have been satisfied and hereby grants an exceptional circumstance to the current business owner at 3946 Broadway, making it eligible for an award of \$30,000.00, which is in excess of the maximum currently permitted under the Town Center Commercial Revitalization Grant Program (\$10,000.00), to be used toward program eligible projects under the Town Center Commercial Revitalization Grant Program. No additional grants shall be approved for this property in 2021 or 2022.

SECTION 2. This ordinance shall go into effect at the earliest opportunity provided 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: 11/09/21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Rauch
Sponsor : Mr. Holt
Emergency: 30 Days: X
Current Expense:

No. : C-69-21
1st Reading: 11/15/21
Public Notice: 11/16/21
2nd Reading: 12/06/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-69-21

AN ORDINANCE TO GRANT AN EXCEPTIONAL CIRCUMSTANCE FOR 4326 BROADWAY TO INCREASE THE MAXIMUM AWARD UNDER THE TOWN CENTER COMMERCIAL REVITALIZATION GRANT PROGRAM

WHEREAS, on March 04, 2019, Council approved Ord. C-09-19, replacing Exhibit A of the Town Center Commercial Revitalization Grant Program; and

WHEREAS, the requirements for the Program provides, in part, that an exceptional circumstance may be granted by City Council to address the "percentage of matching funds" and to increase the maximum award amount for a specific Project"; and

WHEREAS, an exceptional circumstance under the Program may be established where the project merits "special consideration"; and

WHEREAS, "special consideration" may be found when a minimum of three of the following criteria are satisfied: (1) proposed improvement will substantially enhance the vitality and appearance of Town Center and Broadway Corridor; (2) proposed improvement will result in creation of jobs; (3) proposed improvement will result in the leveraging of additional economic investment and/or activity; (4) proposed improvement will result in the utilization of sustainable building and site design concepts; (5) proposed improvement will result in the attainment of a needed service or goal as set forth in the Town Center Plan, (6) proposed improvement will result in the attainment of a needed service or goal as set forth in the GroveCity2050 Community Plan; (7) proposed improvement will result in the maintenance and enhancement of exterior structures and their interior facilities; and (8) proposed improvement will result in the update of building and facilities to meet current code requirements to better serve and protect the health, life and safety of their occupants; (9) proposed improvement will result in substantially improved accessibility and compliance with current ADA standards; and

WHEREAS, a current business owner in the Broadway Corridor undertook and completed renovation/modernization of the property, currently known as Bill's on Broadway; and

WHEREAS, this project results in the leveraging of additional economic investment and/or activity, the maintenance and enhancement of exterior structures and their interior facilities, and the update of building, electrical and facilities to meet current Code requirements to better serve and protect the health, life and safety of occupants for an overall cost of approximately \$35,000.00; and

WHEREAS, the current business owner of the property located at 4326 Broadway has made application and is seeking a finding of an exceptional circumstance to obtain a grant in excess of maximum award; and

WHEREAS, the Eligibility Application was approved earlier in 2021 for the improvements which have been completed; and

WHEREAS, COVID-19 has disrupted the Grant intake and approval process; and

WHEREAS, the Applicant has agreed to forego grants for program years 2021 and 2022.

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

SECTION 1. This Council finds that special considerations have been satisfied and hereby grants an exceptional circumstance to the current business owner at 4326 Broadway, making it eligible for an award of \$10,000.00, which is in excess of the maximum currently permitted under the Town Center Commercial Revitalization Grant Program (\$5,000.00), to be used toward program eligible projects under the Town Center Commercial Revitalization Grant Program. No additional grants shall be approved for this property in 2021 or 2022.

SECTION 2. This ordinance shall go into effect at the earliest opportunity provided 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: 11/09/21
Introduced By: Mr. Holt
Committee: Finance
Sponsored By: Council
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-63-21
1st Reading: 11/15/21
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-63-21

A RESOLUTION APPOINTING MICHAEL FARNSWORTH TO THE AUDIT COMMITTEE

WHEREAS, at the suggestion of the State Auditor, the Council established an audit Committee by Resolution CR-54-02; and

WHEREAS, under the provisions of this Resolution, City Council is to appoint two (2) members to said committee; and

WHEREAS, Mr. Joe Merth has resigned and it is necessary to fill this vacancy.

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

SECTION 1. Mr. Michael Farnsworth is hereby appointed to the Audit Committee, to fill the vacancy of Joe Merth until 9/30/22 and for a full term ending 9/30/25.

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

Christine Houk, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form.

Stephen J. Smith, Director of Law

RESOLUTION CR-64-21

A RESOLUTION TO APPOINT MEMBERS TO THE BOARD OF TAX REVIEW

WHEREAS, Section 194.21 of the Codified Ordinances establishes a Board of Tax Review for the purpose of hearing appeals from any income tax ruling or decision at the request of the taxpayer; and

WHEREAS, the Mayor shall appoint one member; and

WHEREAS, City Council is required to appoint two members; and

WHEREAS, the Council appointees to the Board of Tax Review may not be employees, elected officials, or contractors with the City at any time during their term or in the five (5) years immediately preceding the date of appointment.

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

SECTION 1. This Council hereby appoints Michael Farnsworth and Cindi Sgalla to the Board of Tax Review.

SECTION 2. These appointments shall be a two (2) year term.

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

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this Ordinance
is correct as to form.

Stephen J. Smith, Director of Law