

GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

November 04, 2019

6:30 - Caucus

7:00 – Reg. Meet.

PRESENTATIONS:

LANDS: Mr. Schottke

- Ordinance C-55-19 Approve a Special Use Permit for a Daycare Center for Kiddie Academy located at 4236 Buckeye Parkway. Second reading and public hearing.
- Ordinance C-56-19 Accept the Plat of Beulah Park, Section 1. Second reading and public hearing.
- Ordinance C-57-19 Amend Section 1135.09(b)(2) of the Codified Ordinances titled C-1 Service Commercial. Second reading and public hearing.
- Ordinance C-58-19 Amend Various Sections of Chapter 1135 of the Codified Ordinances titled Zoning Districts and Regulations relating to Garage Dimensions. Second reading and public hearing.
- Ordinance C-59-19 Preserve Space within the Town Center for a Park and Performance Space for the enjoyment of residents and visitors. Second reading and public hearing.
- Ordinance C-62-19 Accept the Plat of Farmstead, Phase 1. First reading.
- Resolution CR-50-19 Waive Certain Provisions of Section 1135.14(a)(5) titled Submission Procedures for The Schoedinger Funeral Home located at 4242 Hoover Road.

SERVICE: Mr. Berry

- Ordinance C-63-19 Accept Stormwater and Sanitary Easements on the Beulah Park site. First reading.
- Ordinance C-64-19 Vacate unused Waterline Easements on the Beulah Park site. First reading.

FINANCE: Ms. Houk

- Ordinance C-60-19 Appropriate \$41,000.00 from the Pinnacle Tax Increment Financing Fund for the Current Expense of Restriping a Dedicated Center Turn Lane on White Road and Construction of a Driveway Approach within the public right-of-way. Second reading and public hearing.
- Ordinance C-61-19 Appropriate \$66,000.00 from the General Fund for the Current Expense of Two Electric Vehicle Charging Stations and Authorizing the City Administrator to enter into an Agreement with Greenlots for same. Second reading and public hearing.
- Ordinance C-65-19 Appropriate \$12,000.00 from the Senior Nutrition Fund for Current Expenses. First reading.
- Ordinance C-66-19 Appropriate \$38,500.00 from the Convention Bureau Fund for Current Expenses. First reading.
- Resolution CR-51-19 Appoint Joseph Merth to the Audit Committee.
- Resolution CR-52-19 Appoint Members to the Board of Tax Review.

Date: 10/15/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-55-19
1st Reading: 10/21/19
Public Notice: 10/22/19
2nd Reading: 11/04/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-55-19

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A DAYCARE CENTER FOR KIDDIE ACADEMY LOCATED AT 4236 BUCKEYE PARKWAY

WHEREAS, Kiddie Academy, applicant, has submitted a request for a Special Use Permit for a Daycare Center located at 4236 Buckeye Parkway; and

WHEREAS, on October 08, 2019, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, with the following stipulations:

1. Black mesh shall not be applied to the fencing around the outdoor play area;
2. Bollards shall be installed, spaced a maximum of four feet (4') apart, around all sides of the play area where adjacent to vehicular areas on this and adjacent sites;
3. Landscaping shall be installed on all sides of the play area, with final type and location approved on the development plan for the site.

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, located at 4236 Buckeye Parkway, contingent upon the stipulations set by Planning Commission.

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

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 10/15/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-56-19
1st Reading: 10/21/19
Public Notice: 10/22/19
2nd Reading: 11/04/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-56-19

AN ORDINANCE TO ACCEPT THE PLAT OF BEULAH PARK, SECTION 1

WHEREAS, Beulah Park, Section 1, a subdivision containing lots 1 - 84 inclusive, and areas designated as Reserve "C" - "H", 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 Beulah Park, Section 1, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 1388, containing 67.335 acres of land, more or less, out of the original 212.706 acre tract. Said 67.335 acres being part of those tracts of land conveyed to GC Beulah Park Investments 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.

Steven R. Robinette, 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: 10/15/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-57-19
1st Reading: 10/21/19
Public Notice: 10/22/19
2nd Reading: 11/04/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-57-19

AN ORDINANCE TO AMEND SECTION 1135.09(b)(2) OF THE CODIFIED ORDINANCES OF GROVE CITY, OHIO TITLED C-1 SERVICE COMMERCIAL

WHEREAS, microblading and permanent makeup are classified as a form of tattooing; and

WHEREAS, tattooing is not permitted in any zoning classification within the City; and

WHEREAS, many beauty and barber shops have received special permission from Council to perform microblading and permanent makeup services; and

WHEREAS, on October 08, 2019, Planning Commission recommended an amendment to the Codified Ordinances to include microblading and permanent makeup services as an allowable use for beauty and barber shops.

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

SECTION 1. Section 1135.09(b)(2) is hereby amended, in part, to include the following:

723X Beauty Shops, including shops providing microblading and permanent makeup services but excluding tattoo parlors.

724X Barber Shops, including shops providing microblading and permanent makeup services but excluding tattoo parlors.

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

Steve R. Robinette, 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: 10/15/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: C-58-19
1st Reading: 10/21/19
Public Notice: 10/22/19
2nd Reading: 11/04/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-58-19

AN ORDINANCE TO AMEND VARIOUS SECTIONS OF CHAPTER 1135 OF THE CODIFIED ORDINANCES TITLED ZONING DISTRICTS AND REGULATIONS RELATING TO GARAGE DIMENSIONS

WHEREAS, the Development Department has found a discrepancy between two Sections of the Codified Ordinances pertaining to the maximum size of an attached garage; and

WHEREAS, on October 08, 2019, Planning Commission recommended amendments to the Codified Ordinances to make all references to SF district attached garages the same size.

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

SECTION 1. Section 1135.09(a)(1) is hereby amended as follows:

- (1) All garages shall be end or rear load with a maximum of ~~1400~~ 900 square feet attached to the dwelling.

SECTION 2. Section 1135.10(a), paragraph three, shall be amended as follows:

In SF 1, SF 2, SF 3, R 1, R 1b and R 2 all single-family residentially zoned districts, unless specified in an approved zoning text or approved development text, the maximum size of a detached garage shall be 700 square feet outside dimensions. The maximum size of an attached garage shall be 900 square feet outside dimensions. The overall maximum amount of garage space shall be 900 square feet.

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

Steve R. Robinette, 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: 10/15/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Robinette
Sponsor: Mr. Robinette
Emergency: 30 Days
Current Expense:

No.: C-59-19
1st Reading: 10/21/19
Public Notice: 10/22/19
2nd Reading: 11/04/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE NO. C-59-19

AN ORDINANCE TO PRESERVE SPACE WITHIN THE TOWN CENTER FOR A PARK AND PERFORMANCE SPACE FOR THE ENJOYMENT OF RESIDENTS AND VISITORS

WHEREAS, the City of Grove City the Southwest Public Libraries entered into an agreement to build a new library in the Grove City Town Center, and

WHEREAS, upon the Southwest Public Libraries vacating the former library the City of Grove City obtained the rights to the building and grounds; and

WHEREAS, the Grove City Branch of the Southwest Public Library is in its new location and the old library has been razed and the site is ready for redevelopment; and

WHEREAS, green spaces provide a sense of place, where residents can gather, rest, meditate, and socialize; and

WHEREAS, green spaces create livability and vitality to communities; and

WHEREAS, parks and greenspaces provide locations for public and cultural arts; and

WHEREAS, there is overwhelming interest in persevering significant green space in the town center for public purposes.

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

SECTION 1. The site commonly referred to as the old library site which is bounded by Park Street on the north, Arbutus Avenue on the east, Civic Place on the south, and First Ave on the west, shall be preserved for public gathering space.

SECTION 2. The City Administration, with public input, shall develop plans for this park which shall include a performance space and public restrooms.

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

Steve R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Date: 10/29/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-62-19
1st Reading: 11/04/19
Public Notice: 11/05/19
2nd Reading: 11/18/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-62-19

AN ORDINANCE TO ACCEPT THE PLAT OF FARMSTEAD, PHASE 1

WHEREAS, Farmstead Phase 1, a subdivision containing lots 1 to 38, and 43 – 51 inclusive, and areas designated as Reserve “A through F”, 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 Farmstead, Phase 1, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 1105 and 6115, containing 31.186 acres of land, more or less. Said 31.186 acres being part of a 207.9033 acre tract being part of those tracts of land conveyed to Grand Communities, 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.

Steven R. Robinette, 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: 10/29/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Boso
Sponsor: Mr. Schottke
Emergency: 30 Days
Current Expense: _____

No.: CR-50-19
1st Reading: 11/04/19
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-50-19

A RESOLUTION TO WAIVE CERTAIN PROVISIONS OF SECTION 1135.14(a)(5) OF THE CODIFIED ORDINANCES TITLED SUBMISSION PROCEDURES FOR THE SCHOEDINGER FUNERAL HOME LOCATED AT 4242 HOOVER ROAD

WHEREAS, on Sept. 17, 2018, Res. CR-50-18 approved a Preliminary Development Plan for the Schoedinger Funeral Home located at 4242 Hoover Road; and

WHEREAS, on November 19, 2018, Ord. C-54-18 rezoned the property to a PUD-C zoning classification; and

WHEREAS, on December 17, 2018, Res. CR-66-18 approved the Development Plan for this project; and

WHEREAS, in accordance with Section 1135.14(a)(5) certain deadlines with respect to approved Development Plans and the commencement of construction must be met to retain the PUD-R zoning classification; and

WHEREAS, a request to extend the construction deadline for a period of one (1) year has been requested by the Property Owner, due to a delay in the project.

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

SECTION 1. The deadline for submitting construction plans, grading plans and specifications for the first phase and beginning construction shall be extended for one year, giving a deadline of December 17, 2020.

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

Steven R. Robinette, 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: 10/29/19
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Boso
Sponsor: Mr. Schottke
Emergency: 30 Days: XX
Current Expense:

No. : C-63-19
1st Reading: 11/04/19
Public Notice: 11/05/19
2nd Reading: 11/18/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-63-19

AN ORDINANCE TO ACCEPT STORMWATER AND SANITARY EASEMENTS ON THE BEULAH PARK SITE

WHEREAS, the developer of the Beulah Park site has granted stormwater and sanitary easements that will be necessary to serve the property to the City; and

WHEREAS, the Developer has asked the City to accept the easements.

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

SECTION 1. The stormwater easement as generally shown and described in Exhibit "A" is hereby accepted.

SECTION 2. The sanitary easement as generally shown and described in Exhibit "B" is hereby accepted.

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

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

DO NOT DETACH

Exhibit A
C-63-19

 Instrument Number: 201909190122666 Recorded Date: 09/19/2019 2:52:01 PM		
 Daniel J. O'Connor Jr. Franklin County Recorder 373 South High Street, 18th Floor Columbus, OH 43215 (614) 525-3930 http://Recorder.FranklinCountyOhio.gov Recorder@FranklinCountyOhio.gov		Return To (Box): CARDINAL TITLE AGENCY BOX
Transaction Number: T20190058074 Document Type: EASEMENT Document Page Count: 5		Box
Submitted By (Walk-In): CARDINAL TITLE AGENCY		
Walk-In		
First Grantor: GLACIAL APT OZ LLC		First Grantee: GROVE CITY CITY OF
Fees: Document Recording Fee: \$28.00 Additional Pages Fee: \$24.00 Total Fees: \$52.00 Amount Paid: \$52.00 Amount Due: \$0.00		Instrument Number: 201909190122666 Recorded Date: 09/19/2019 2:52:01 PM

OFFICIAL RECORDING COVER PAGE

DO NOT DETACH

THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

NOTE: If the document data differs from this cover sheet, please first check the document on our website to ensure it has been corrected. The document data always supersedes the cover page.

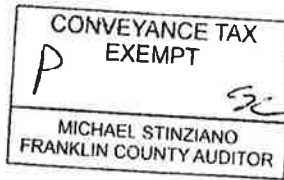
If an error on the cover page appears on our website after review please let our office know.

COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

TRANSFER
NOT NECESSARY

SEP 19 2019

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO



5
8.3

STORM DRAINAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that **GLACIAL APT OZ LLC**, an Ohio limited liability company, as Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to it by the **CITY OF GROVE CITY, OHIO**, an Ohio municipal corporation, as Grantee, whose tax mailing address is 4035 Broadway, Grove City, Ohio 43123, the receipt of which is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY AND RELEASE** to said Grantee, its successors and assigns, forever, a perpetual non-exclusive easement within, over, under, across, upon and through the areas as described in Exhibit A and as depicted in Exhibit B, all as attached hereto and incorporated herein by reference thereto, for the following purposes: (1) to install, inspect, operate, repair, replace, remove and/or maintain lines, conduits, valves, regulators, force mains, service connections, manholes and all other appurtenances necessary for the operation of storm water drainage and/or other appurtenant storm water drainage facilities within the easement area; and (2) ingress and egress over those portions of Grantor's property reasonably necessary to carry out the purposes set forth herein. Grantee, as soon as reasonably practicable after any alterations or repairs to the improvements shall cause the area to be restored to its former condition as nearly as is reasonably practicable.

TO HAVE AND TO HOLD said easements and right-of-way unto the Grantee, its successors and assigns forever.

It is not the intent of the Grantor to limit in any manner the use of any existing easements which may overlap the above described easement area, to limit in any manner any other easement which Grantor, its successor or assigns, may see fit to grant over or in said easement area, or to preclude or restrict the use of said easement area by Grantor, its successors or assigns from use of the area, as long as the aforementioned does not impair the strength of, or interfere with the use of or access to, the storm drainage easement granted herein.

Grantor, for itself and its successors and assigns, hereby covenants that it is the true and lawful owner of the real property by deed recorded as Instrument Number 201907120085303 of the Recorder's Office, Franklin County, Ohio, and is lawfully seized of the same in fee simple and has good right and full power to grant this Storm Drainage Easement. All terms and conditions contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This instrument is executed this 19th day of September, 2019.

GRANTOR:

GLACIAL APT OZ LLC, an Ohio Limited Liability Company, by its duly authorized Manager

By: _____

Patrick J. Kelley
Patrick J. Kelley, Manager

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing instrument was acknowledged before me this 19th day of September, 2019, by Patrick J. Kelley, as Manager of GLACIAL APT OZ LLC, an Ohio limited liability company, as his free act and deed for and on behalf of said company.

Kristina L. Boynton Acklin
NOTARY PUBLIC



KRISTINA L. BOYNTON ACKLIN,
ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.

This instrument was prepared by *Kagay, Albert, Diehl, Acklin & Groeber LLC*, Attorneys at Law
141 East Town Street, Suite 101, Columbus, Ohio 43215

Exhibit A

Drainage Easement

2.021 Acres

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey Number 1388 and being a 2.021 acre drainage easement out of that original 13.661 acre tract and of that original 10.260 acre tract as conveyed to Glacial Apt OZ, LLC of record in Instrument Number 201907120085303, 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 a 2.00 acre tract as conveyed to Stuart and Susan Koble of record in Instrument Number 201406020067765, and at a point on the westerly line of a parcel conveyed to The Baltimore and Ohio Railroad Company by the instrument filed as Deed Book volume 592, page 1, and to CSX Corporation as successor by merger by the instrument filed as Official Record volume 13276, page B15;

Thence North 55°45'05" West along the northeasterly line of said 2.00 acre tract a distance of 443.38 feet to the a point;

Thence through said 10.260 acre and said 13.661 acre tracts the following courses:

South 79°11'46" West a distance of 95.13 feet to a point;

North 87°52'39" West a distance of 399.42 feet to a point;

South 56°10'16" West a distance of 56.14 feet to a point;

South 02°07'21" West a distance of 121.84 feet to a point;

North 87°52'39" West a distance of 10.58 feet to a point on the westerly line of said 13.661 acre tract;

Thence North 02°07'21" East along said westerly line a distance of 138.87 feet to a point;

Thence through said 10.260 acre and said 13.661 acre tracts the following courses:

North 56°10'16" East a distance of 61.19 feet to a point;

South 87°52'39" East a distance of 227.04 feet to a point;

North 00°41'40" East a distance of 128.11 feet to a point;

North 87°52'39" East a distance of 106.87 feet to a point;

North 66°32'27" West a distance of 85.48 feet to a point;

North 31°03'11" West a distance of 106.65 feet to a point;

South 78°16'26" West a distance of 95.63 feet to a point;

South 17°29'18" East a distance of 32.28 feet to a point of curvature on the westerly line of said 10.260 acre tract;

Thence continuing along said westerly line, with a curve to the left, said curve having a central angle of 07°43'08", a radius of 335.00 feet, an arc length of 45.13 feet, and a long chord which bears North 34°27'24" West for a distance of 45.10 feet to a point of tangency;

Thence North 38°18'58" West continuing along said westerly line a distance of 67.65 feet to a point;

Thence through said 10.260 acre and said 13.661 acre tracts the following courses:

North 48°39'29" East a distance of 9.81 feet to a point;

South 41°20'31" East a distance of 61.91 feet to a point;

North 78°16'26" East a distance of 115.05 feet to a point;

South 31°03'11" East a distance of 114.43 feet to a point;

South 66°32'27" East a distance of 75.32 feet to a point;



South 87°52'39" East a distance of 122.61 feet to a point;
South 00°41'40" West a distance of 148.12 feet to a point;
South 87°52'39" East a distance of 156.59 feet to a point;
North 79°11'46" East a distance of 111.86 feet to a point;
North 32°43'26" East a distance of 5.94 feet to a point;
South 87°05'33" East a distance of 113.80 feet to a point;
South 71°52'19" East a distance of 89.71 feet to a point;
South 82°58'12" East a distance of 75.86 feet to a point;
South 80°56'09" East a distance of 96.88 feet to a point;
South 79°58'56" East a distance of 23.00 feet to a point;
North 53°24'27" East a distance of 95.26 feet to a point;
South 36°35'33" East a distance of 20.00 feet to a point;
South 53°24'27" West a distance of 76.35 feet to a point;

South 79°58'56" East a distance of 58.24 feet to a point on the westerly line of said CSX Corporation;

Thence along said westerly line, South 32°39'50" West for a distance of 238.27 feet to the **True Point of Beginning** and containing **2.021** 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.

The basis of bearings for this description are based on a bearing of North 03°14'40" East for the centerline of Demorest road between Franklin County Monuments F.C.G.S 5131, F.C.G.S. 1236 and F.C.G.S. 1906, as shown on the centerline survey plat, sheet 1 of 2 for Demorest Road and available at the Franklin County Engineer's Office.



CESO, Inc.

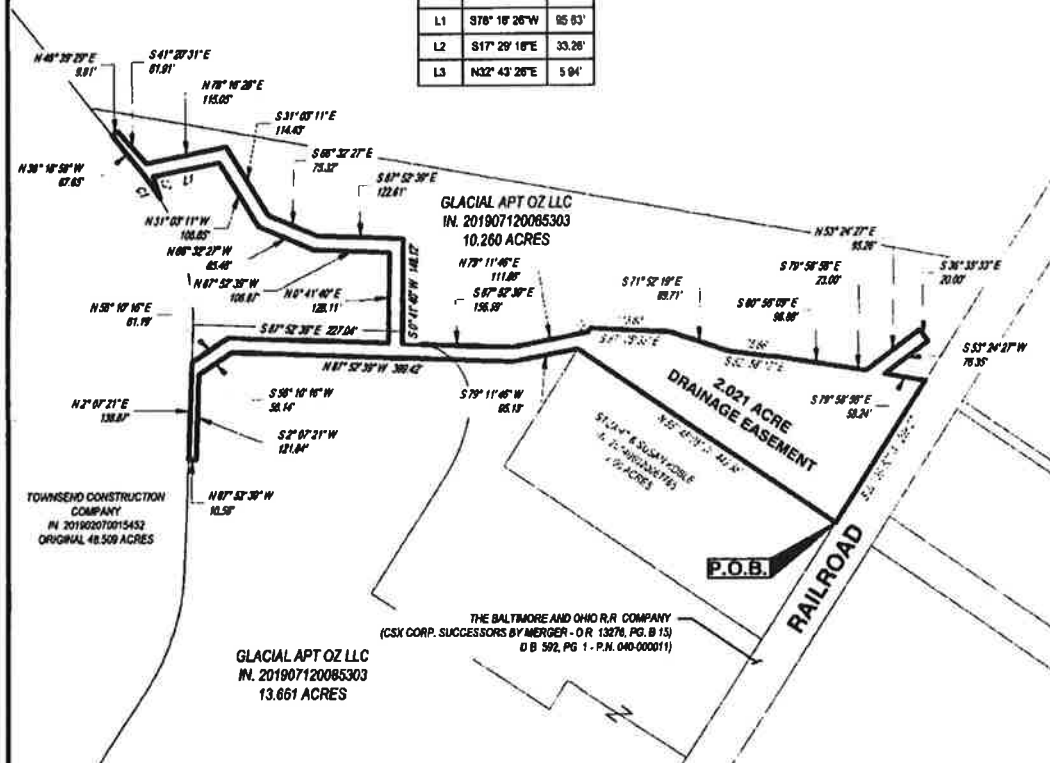
Jeffrey A. Miller, P.S.
Registered Surveyor No. 7211



EASEMENT EXHIBITSTATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GROVE CITY,
VIRGINIA MILITARY SURVEY 1388

Curve Table				
Curve	Radius	Arc Length	Chord	Delta Angle
C1	335.00'	45.13'	N34° 27' 24"W, 45.10'	7° 43' 08"

Line Table		
Line #	Direction	Length
L1	S78° 18' 26"W	95.83'
L2	S17° 29' 18"E	33.26'
L3	N32° 43' 26"E	5.94'

JEFFREY A. MILLER, OHIO PS NO 7211
jeff.miller@cesoinc.com

DATE

BASIS OF BEARING

THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON THE BEARING OF NORTH 3°14'40" EAST FOR THE CENTERLINE OF DEMOREST ROAD BETWEEN FRANKLIN COUNTY MONUMENTS F.C.G.S. 5131, F.C.G.S. 1236 AND F.C.G.S. 1906, AS SHOWN ON THE CENTERLINE SURVEY PLAY, SHEET 1 OF 2 FOR DEMOREST ROAD AND AVAILABLE TO THE FRANKLIN COUNTY ENGINEER'S OFFICE.

CITY OF GROVE CITY

FRANKLIN COUNTY, OHIO

SCALE: 1"=200'

DATE: 9/6/2019

DESIGN

N/A

DRAWN

ALB

CHECKED:

TW

CESO

WWW.CESOINC.COM

JOB NO.:

754907

SHEET NO.:

1 OF 1

Exhibit 4B
C-63-19

DO NOT DETACH

 Instrument Number: 201909190122667 Recorded Date: 09/19/2019 2:52:02 PM												
 Daniel J. O'Connor Jr. Franklin County Recorder 373 South High Street, 18th Floor Columbus, OH 43215 (614) 525-3930 http://Recorder.FranklinCountyOhio.gov Recorder@FranklinCountyOhio.gov		Return To (Box): CARDINAL TITLE AGENCY BOX										
Transaction Number: T20190058074 Document Type: EASEMENT Document Page Count: 6												
Submitted By (Walk-In): CARDINAL TITLE AGENCY												
First Grantor: GLACIAL APT OZ LLC		First Grantee: GROVE CITY CITY OF										
Fees: <table><tr><td>Document Recording Fee:</td><td>\$28.00</td></tr><tr><td>Additional Pages Fee:</td><td>\$32.00</td></tr><tr><td>Total Fees:</td><td>\$60.00</td></tr><tr><td>Amount Paid:</td><td>\$60.00</td></tr><tr><td>Amount Due:</td><td>\$0.00</td></tr></table>		Document Recording Fee:	\$28.00	Additional Pages Fee:	\$32.00	Total Fees:	\$60.00	Amount Paid:	\$60.00	Amount Due:	\$0.00	Instrument Number: 201909190122667 Recorded Date: 09/19/2019 2:52:02 PM
Document Recording Fee:	\$28.00											
Additional Pages Fee:	\$32.00											
Total Fees:	\$60.00											
Amount Paid:	\$60.00											
Amount Due:	\$0.00											

OFFICIAL RECORDING COVER PAGE

DO NOT DETACH

THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

NOTE: If the document data differs from this cover sheet, please first check the document on our website to ensure it has been corrected. The document data always supersedes the cover page.

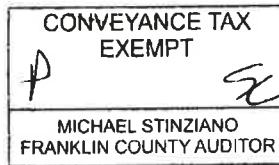
If an error on the cover page appears on our website after review please let our office know.

COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

TRANSFER
NOT NECESSARY

SEP 19 2019

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO



6
2-3

SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that **GLACIAL APT OZ LLC**, an Ohio limited liability company, as Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to it by the **CITY OF GROVE CITY, OHIO**, an Ohio municipal corporation, as Grantee, whose tax mailing address is 4035 Broadway, Grove City, Ohio 43123, the receipt of which is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY AND RELEASE** to said Grantee, its successors and assigns, forever, a perpetual non-exclusive easement within, over, under, across, upon and through the areas as described in Exhibits A-1 and A-2 and as depicted in Exhibit B, all as attached hereto and incorporated herein by reference thereto, for the following purposes: (1) to install, inspect, operate, repair, replace, remove and/or maintain lines, conduits, valves, regulators, force mains, service connections, manholes and all other appurtenances necessary for the operation of public and/or private sanitary sewer and related facilities within the easement area; and (2) ingress and egress over those portions of Grantor's property reasonably necessary to carry out the purposes set forth herein. Grantee, as soon as reasonably practicable after any alterations or repairs to the improvements shall cause the area to be restored to its former condition as nearly as is reasonably practicable.

TO HAVE AND TO HOLD said easements and right-of-way unto the Grantee, its successors and assigns forever.

It is not the intent of the Grantor to limit in any manner the use of any existing easements which may overlap the above described easement area, to limit in any manner any other easement which Grantor, its successor or assigns, may see fit to grant over or in said easement area, or to preclude or restrict the use of said easement area by Grantor, its successors or assigns from use of the area, as long as the aforementioned does not impair the strength of, or interfere with the use of or access to, the sanitary sewer easement granted herein.

Grantor, for itself and its successors and assigns, hereby covenants that it is the true and lawful owner of the real property by deed recorded as Instrument Number 201907120085303 of the Recorder's Office, Franklin County, Ohio, and is lawfully seized of the same in fee simple and has good right and full power to grant this Sanitary Sewer Easement. All terms and conditions contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This instrument is executed this 19th day of September, 2019.

GRANTOR:

GLACIAL APT OZ LLC, an Ohio Limited Liability Company, by its duly authorized Manager

By: _____

Patrick J. Kelley, Manager

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing instrument was acknowledged before me this 19th day of September, 2019, by Patrick J. Kelley, as Manager of GLACIAL APT OZ LLC, an Ohio limited liability company, as his free act and deed for and on behalf of said company.


NOTARY PUBLIC



KRISTINA L. BOYNTON ACKLIN,
ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.

This instrument was prepared by *Kagay, Albert, Diehl, Acklin & Groeber LLC*, Attorneys at Law
141 East Town Street, Suite 101, Columbus, Ohio 43215

Sanitary Easement

0.919 Acres

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey Number 1388 and being a 0.919 acre sanitary easement out of that original 13.661 acre tract and of that original 10.260 acre tract as conveyed to Glacial Apt OZ, LLC of record in Instrument Number 201907120085303, all deed references refer to the Records of the Recorder's Office, Franklin County, Ohio, and described as follows:

Commencing for reference at the northeasterly corner of a 2.00 acre tract as conveyed to Stuart and Susan Koble of record in Instrument Number 201406020067765, and at a point on the westerly line of a parcel conveyed to The Baltimore and Ohio Railroad Company by the instrument filed as Deed Book volume 592, page 1, and to CSX Corporation as successor by merger by the instrument filed as Official Record volume 13276, page B15;

Thence North 55°45'05" West along the northeasterly line of said 2.00 acre tract a distance of 35.67 feet to the **Point of Beginning**;

Thence North 55°45'05" West continuing along said northeasterly line and through said 10.260 acre tract a distance of 419.25 feet to a point;

Thence through said 10.260 acre and said 13.661 acre tracts the following courses:

South 36°46'14" West a distance of 196.58 feet to a point;

South 03°04'33" East a distance of 138.72 feet to a point;

South 57°20'10" East a distance of 190.32 feet to a point;

South 32°52'35" West a distance of 453.48 feet to a point;

North 57°07'25" West a distance of 20.00 feet to a point;

North 32°52'35" East a distance of 433.40 feet to a point;

North 57°20'10" West a distance of 180.49 feet to a point;

North 03°04'33" West a distance of 143.46 feet to a point;

North 87°52'39" West a distance of 407.22 feet to a point on the westerly line of said 13.661 acre tract;

Thence along said easterly line North 02°07'21" East a distance of 20.00 feet to a point;

Thence continuing through said 10.260 acre and said 13.661 acre tracts the following courses:

South 87°52'39" East a distance of 411.10 feet to a point;

North 36°46'14" East a distance of 214.10 feet to a point;

South 55°45'05" East a distance of 418.38 feet to a point;

North 34°14'55" East a distance of 179.72 feet to a point;

South 55°45'05" East a distance of 20.00 feet to a point;

South 34°14'55" West for a distance of 199.72 feet to the **True Point of Beginning** and containing 0.919 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.

The basis of bearings for this description are based on a bearing of North 03°14'40" East for the centerline of Demorest road between Franklin County Monuments F.C.G.S. 5131, F.C.G.S. 1236 and F.C.G.S. 1906, as shown on the centerline survey plat, sheet 1 of 2 for Demorest Road and available at the Franklin County Engineer's Office.



CESO, Inc.

A handwritten signature in black ink, dated "9-9-19", written over a horizontal line. Below the signature, the text "Jeffrey A. Miller, PS" and "Registered Surveyor No. 7211" is printed.

Jeffrey A. Miller, PS
Registered Surveyor No. 7211

Sanitary Easement

0.020 Acres

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey Number 1388 and being a 0.020 acre sanitary easement out of that original 13.661 acre tract and of that original 10.260 acre tract as conveyed to Glacial Apt OZ, LLC of record in Instrument Number 201907120085303, all deed references refer to the Records of the Recorder's Office, Franklin County, Ohio, and described as follows:

Commencing for reference at the northeasterly corner of a 2.00 acre tract as conveyed to Stuart and Susan Koble of record in Instrument Number 201406020067765, and at a point on the westerly line of a parcel conveyed to The Baltimore and Ohio Railroad Company by the instrument filed as Deed Book volume 592, page 1, and to CSX Corporation as successor by merger by the instrument filed as Official Record volume 13276, page B15;

Thence South 32°39'50" West along the westerly line of the said CSX Railroad Company a distance of 268.04 feet to a point;

Thence North 57°20'10" West through the said 13.661 acre tract, a distance of 914.30 feet to a point on the westerly line of said 13.661 acre tract and being **True Point of Beginning**;

Thence North 02°07'21" East with said westerly line a distance of 13.87 feet to a point of curvature;

Thence continuing along said westerly line, with a curve to the left, said curve having a central angle of 01°03'28", a radius of 335.00 feet, an arc length of 6.19 feet, and a long chord which bears North 01°35'37" East for a distance of 6.19 feet to a point;

Thence through said 13.661 acre and said 10.260 acre tracts the following courses:

North 87°32'53" East a distance of 43.28 feet to a point;

South 02°27'07" East a distance of 20.00 feet to a point;

South 87°32'53" West a distance of 44.82 feet to a point to the **True Point of Beginning** and containing **0.020** 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.

The basis of bearings for this description are based on a bearing of North 03°14'40" East for the centerline of Demorest road between Franklin County Monuments F.C.G.S 5131, F.C.G.S. 1236 and F.C.G.S. 1906, as shown on the centerline survey plat, sheet 1 of 2 for Demorest Road and available at the Franklin County Engineer's Office.

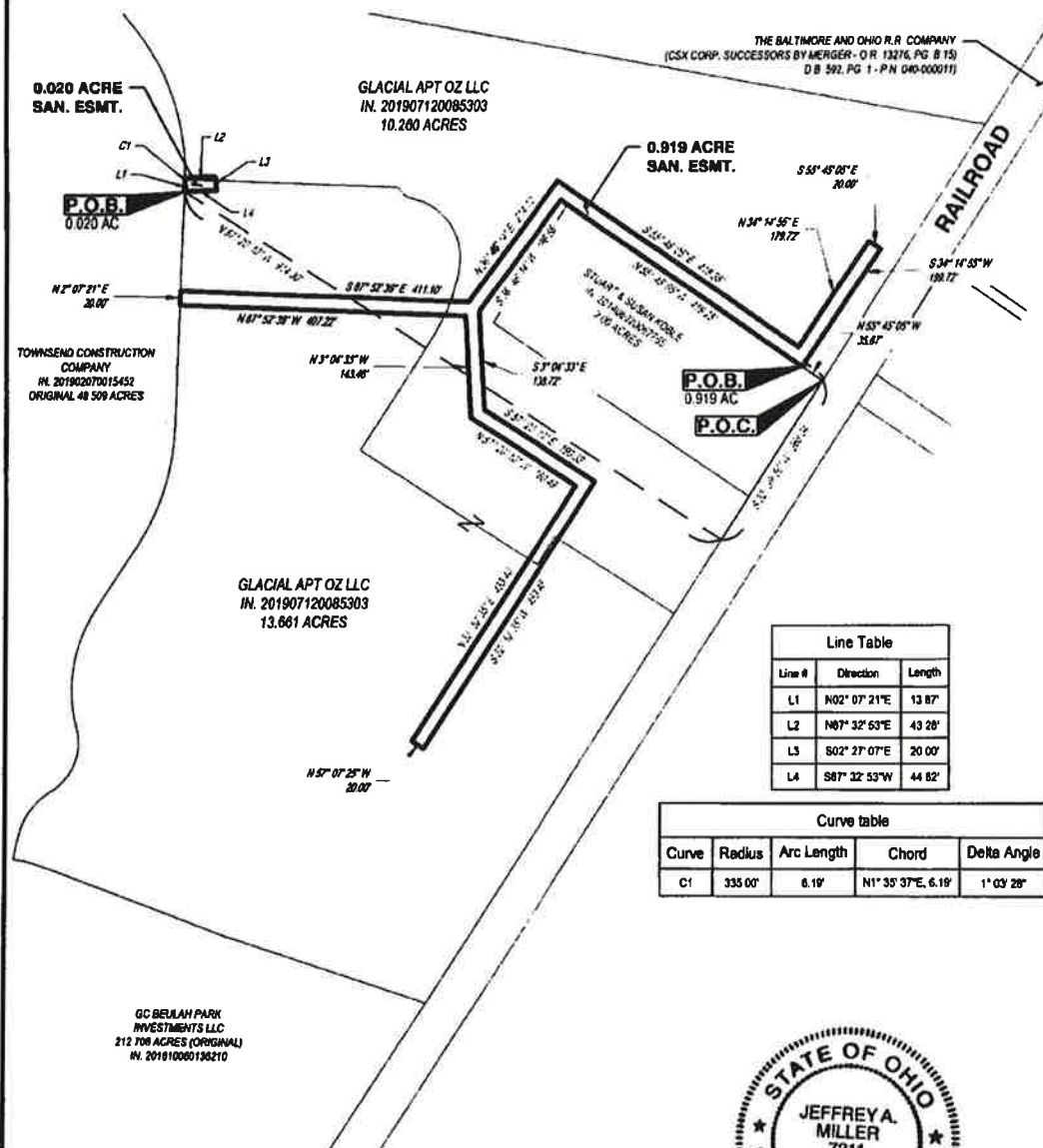


CESO, Inc.

Jeffrey A. Miller, PS
Registered Surveyor No. 7211

CESO 

W:\PROJECTS\KIMLEY HORN\754907-01 Beulah\04-SURVEY\DESC\754907-SURV-ESMT-0.020 AC.docx

EASEMENT EXHIBITSTATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GROVE CITY,
VIRGINIA MILITARY SURVEY 1388

GRAPHIC SCALE (IN FEET)

BASIS OF BEARING

THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON THE BEARING OF NORTH 3°14'40" EAST FOR THE CENTERLINE OF DEMOREST ROAD BETWEEN FRANKLIN COUNTY MONUMENTS F.C.G.S. 5131, F.C.G.S. 1236 AND F.C.G.S. 1908, AS SHOWN ON THE CENTERLINE SURVEY PLAT, SHEET 1 OF 2 FOR DEMOREST ROAD AND AVAILABLE AT THE FRANKLIN COUNTY ENGINEER'S OFFICE.



JEFFREY A. MILLER, OHIO PS NO 7211

jeff.miller@cesoinc.com

DATE

0.020 ACRE & 0.919 ACRE SANITARY EASEMENT

CITY OF GROVE CITY

FRANKLIN COUNTY, OHIO

SCALE: 1"=200'

DATE: 9/8/2019

DESIGN:

N/A

DRAWN:

ALB

CHECKED:

TW

CESO

WWW.CESOINC.COM

JOB NO.:

754907

SHEET NO.

1 OF 1

Date: 10/29/19
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Boso
Sponsor: Mr. Schottke
Emergency: 30 Days: XX
Current Expense:

No.: C-64-19
1st Reading: 11/04/19
Public Notice: 11/05/19
2nd Reading: 11/18/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-64-19

AN ORDINANCE TO VACATE AN UNUSED WATERLINE EASEMENTS ON THE BEULAH PARK SITE

WHEREAS, previously, the City was granted waterline easements on the Beulah Park site; and

WHEREAS, the easements were never used and are not needed by the City.

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

SECTION 1. The existing waterline easements as generally shown and described in Exhibit "A" are hereby vacated.

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

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

[illegible]



Date: 10/16/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mayor Stage
Sponsor: Ms. Houk
Emergency: 30 Days:
Current Expense: XX

No.: C-60-19
1st Reading: 10/21/19
Public Notice: 10/22/19
2nd Reading: 11/04/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-60-19

AN ORDINANCE TO APPROPRIATE \$41,000.00 FROM THE PINNACLE TAX INCREMENT FINANCING FUND FOR THE CURRENT EXPENSE OF RESTRIPING A DEDICATED CENTER TURN LANE ON WHITE ROAD AND CONSTRUCTION OF A DRIVEWAY APPROACH WITHIN THE PUBLIC RIGHT-OF-WAY

WHEREAS, on July 19, 2004, City Council adopted Resolution No. CR-52-04, approving the Pinnacle Club Economic Development Plan for certain public infrastructure improvements; and

WHEREAS, in furtherance of the Economic Development Plan, and pursuant to Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 and Ordinance No. C-86-04, adopted by Council on September 20, 2004, the City created three incentive districts and provided for the making of service payments in lieu of taxes by the owners thereof; and

WHEREAS, pursuant to the TIF Ordinance, the City is authorized to use TIF Revenue for public infrastructure improvements that directly benefit Pinnacle Tax Increment Financing Development Area; and

WHEREAS, this Council, for and on behalf of the Pinnacle TIF Development Area, desires to restripe a dedicated center turn lane on White Road and construction of a driveway approach within the public right-of-way to assist on accessing development on the south side of White Road; and

WHEREAS, the Pinnacle TIF has sufficient funds available for this improvement.

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

SECTION 1. Council hereby determines that restriping a dedicated center turn lane on White Road and construction of a driveway approach within the public right-of-way are a public infrastructure improvement located in the Pinnacle Tax Increment Financing Development Area and will directly benefit the parcels located in the Pinnacle Tax Increment Financing Development Area.

SECTION 2. There is hereby appropriated \$41,000.00 from the unappropriated monies of the Pinnacle TIF Fund to account number 203000.578000 for current expense of installing a dedicated center turn lane and other related improvements.

SECTION 3. This Ordinance appropriates for current expenses and shall therefore go into immediate effect.

Steven R. Robinette, President of Council

Date: 10/16/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mayor Stage
Sponsor: Ms. Houk
Emergency: 30 Days
Current Expense:

No.: C-61-19
1st Reading: 10/21/19
Public Notice: 10/22/19
2nd Reading: 11/04/19
Passed: Rejected
Codified: Code No:
Passage Publication:

ORDINANCE NO. C-61-19

AN ORDINANCE TO APPROPRIATE \$66,000.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF TWO ELECTRIC VEHICLE CHARGING STATIONS AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH GREENLOTS FOR SAME

WHEREAS, American Electric Power (AEP) offers an incentive program for Electric Vehicle Charging Stations; and

WHEREAS, AEP recently approved the City of Grove City's applications to cover 100% of the costs to equip, install, license and maintain two (2) charging stations for four (4) years; and

WHEREAS, Greenlots (Zeco Systems), a company specializing in the expansion of Electric Vehicle Fast Charging infrastructure, will be responsible for the procurement and installation of equipment, as well as maintenance and licensing for the two (2) charging stations; and

WHEREAS, the City will be responsible for the initial payment of costs to Greenlots, to be reimbursed by AEP, from the grants issued from the AEP Incentive Program, upon completion of the installation.

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

SECTION 1. There is hereby appropriated \$66,000.00 from the unappropriated monies of the General Fund to account number 100120.574000 for the purpose of securing the initial startup costs for Two Electrical Charging Stations, with said funds being reimbursed to the City pursuant to the grants issued from the AEP Incentive Program.

SECTION 2. The City Administrator is hereby authorized to enter in a Service Agreement with Greenlots for the two (2) electrical charging stations and to provide maintenance and licensing support to the City for a period of four (4) years.

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

Steve R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor



An AEP Company

BOUNDLESS ENERGY™

Subject: Incentive Reservation Notice Regarding: AEP-EV-00153: City of Grove City

Dear Mary Havener,

AEP Ohio is pleased to inform you that we completed the review of your pre-approval application. \$53,849.00 has been reserved until 10/31/19 for Project ID#: AEP-EV-00153.

An AEP Ohio Customer Design Technician will facilitate a review of order number 104268084 to ensure service adequacy for the increased load at the project site. You can expect to be contacted in 1-3 business days.

If you have any questions during the order process, please contact our Business Solutions Team at 1-888-710-4237 Monday – Saturday between 7am – 7pm.

Reserved funds are not a guarantee of incentives due, as they are subject to program rules, terms, conditions and incentive levels at the time the final application is submitted. They may not be transferred to other projects, facilities and/or customers. Incentives are based on our review of the final application and supporting documentation for the equipment you installed. Therefore, it is essential that the installed equipment meets the required specifications, and that all Terms and Conditions are honored.

To speed processing of your final application, please submit your signed final application and all requested supporting documentation listed as soon as your project is complete.

We appreciate your participation in AEP Ohio's EV Charging Station Incentives Program.

Sincerely,

Johnnie Clark

AEP Ohio EV Charging Incentives Program
700 Morrison Rd | Gahanna, Ohio 43230
Tel: 833-644-6382 (833-OHIOEVC). | E-mail: OhioEVCharging@aep.com



An AEP Company

BOUNDLESS ENERGY™

Subject: Incentive Reservation Notice Regarding: AEP-EV-00154: City of Grove City

Dear Mary Havener,

AEP Ohio is pleased to inform you that we completed the review of your pre-approval application. \$43,910.00 has been reserved until 10/31/19 for Project ID#: AEP-EV-00154.

An AEP Ohio Customer Design Technician will facilitate a review of order number 107772673 to ensure service adequacy for the increased load at the project site. You can expect to be contacted in 1-3 business days.

If you have any questions during the order process, please contact our Business Solutions Team at 1-888-710-4237 Monday – Saturday between 7am – 7pm.

Reserved funds are not a guarantee of incentives due, as they are subject to program rules, terms, conditions and incentive levels at the time the final application is submitted. They may not be transferred to other projects, facilities and/or customers. Incentives are based on our review of the final application and supporting documentation for the equipment you installed. Therefore, it is essential that the installed equipment meets the required specifications, and that all Terms and Conditions are honored.

To speed processing of your final application, please submit your signed final application and all requested supporting documentation listed as soon as your project is complete.

We appreciate your participation in AEP Ohio's EV Charging Station Incentives Program.

Sincerely,

Johnnie Clark

AEP Ohio EV Charging Incentives Program
700 Morrison Rd | Gahanna, Ohio 43230
Tel: 833-644-6382 (833-OHIOEVC). | E-mail: OhioEVCharging@aep.com

From: Michael Smucker <msmucker@greenlots.com>
Sent: Wednesday, August 14, 2019 1:36 PM
To: Havener, Mary <mhavener@grovecityohio.gov>
Cc: Ryan Walling <rwalling@greenlots.com>
Subject: RE: Questions

Mary,

I hope you are well. SO sorry for the delay. I cannot believe it is Wednesday already !!

For the amounts for the project that you should have funds available, knowing that you will be reimbursed by AEP in the end:

1. \$6,820.50 – due at contract – this if the 25% that the installer gets in advance
2. \$58,904.88 – this is the equipment costs – these would be due net 30

Total - \$65,725.38

I hope that helps.

What time is the council meeting on Monday ? I look forward to seeing you then !

All the best,

Michael Smucker
Regional Sales Manager - Midwest



Greenlots
Columbus Ohio

C: (614) 974-0125

www.greenlots.com



greenlots
A Member of the Shell Group

Grove City DCFC
Michael Smucker & Ryan Walling
Greenlots
Scope of work

Grove City Remote Lot

- Remove existing 50 kW DC fast charging unit and dispose of.
- Set net owner provided 50 kW DC fast charger
- Extend wiring as required also modifying existing concrete pad to accommodate changing unit.
- Includes programming and any necessary permits.
- Includes equipment to lift units as well as all disposal fees

4035 Broadway Grove City, Ohio 43123

- Install (1) dedicated 50 kW circuitry to owner provided 50 kW DC Level 3 charging station.
- Includes new dedicated 200 amp 208/240 volt circuitry utilizing existing utility power and panelboard
- Receive, unload, set, terminate and program all equipment as well as any excavating, securing, concrete pad and concrete patching of parking lot as required
- Directionally bore new raceway to newly selected location and feed from existing 200 amp service. Includes new 200 amp feeder to level 3 unit
- Includes necessary engineered drawings and design and permits as required
- EXCLUDES and marking or parking stops

25 & 50 kW DC Fast Charger

- **Dual Port-CHAdeMO & SAE J1772 CCS1:** Fast Charge all North American EVs
- **Over 600 Deployed Nationwide:** Field proven reliability
- **15" Outdoor Color Display:** Easy to read messages and screen graphics
- **Integrated Retractor w/ 18 ft. Cord:** Services 3 parking spaces, improves utilization
- **Optional 208 VAC 3P:** Compatible with commercial electrical service
- **Optional Single Port:** CHAdeMO or SAE J1772 CCS1

Model	L3R-25-480-CS	L3R-25-208-CS	L3R-50-480-CS	L3R-50-208-CS
Power Rating	25kW	25kW	50kW	50kW
Connector/Protocol	CHAdeMO and/or SAE J1772 Combo (CCS1)			
Network Compatibility	OCPP 1.5/1.6, EVConnect, GreenLots, EVGo, Innogy, BTCP Network			
Access Control	RFID, Credit Card • 3G/4G, Cat-5 Ethernet			
Input Power VAC 3 Phase	480 VAC	208 VAC	480 VAC	208 VAC
Input Power AC Current	38A	87A	75A	175A
Efficiency Rating	>90%			
Max Output DC Current	52A		125A	
Max Output DC Voltage	50-500V			
Plug Out Detection	Power terminated per SAE J-1772 specifications			
Surge Protection	6000 VAC			
Ambient Condition	-20C to +50C, 95% humidity, 6000 ft altitude			
Dimensions	38"w, 73"h x 28"d		43"w, 73"h x 33"d	
Safety Compliance	ETL listed for USA and Canada: Complies with UL 2202, UL 2231 UL50E, NEC Article 625, CSA STD C22.2 No. 107.1, FCC Part 15 Class A			



BTCPower

WWW.BTCPower.COM

1719 S Grand Ave
Santa Ana CA, 92705

At Location: BTCPower 50KW DC Fast Charger



BTCPower
WWW.BTCPower.COM

C-61-19

SERVICES AND SUBSCRIPTION AGREEMENT

Effective Date:	
As of _____, 2019	
Greenlots: ZECO SYSTEMS, INC. a Delaware corporation	Subscriber: City of Grove City, Grove City, OH
Greenlots Address and Contact Information:	Company's Address and Contact Information:
Address: <u>767 S Alameda, Suite 200</u> <u>Los Angeles, CA 90021</u>	Address: c/o <u>Charles W. Boso</u> <u>City Administrator</u> <u>4035 Broadway</u> <u>Grove City OH 43123</u>
Attn: <u>Michael Smucker</u>	Phone: <u>614-277-3000</u>
Phone: <u>888-751-8560</u>	Email: <u>Cboso@grovecityohio.gov</u>
Email: <u>info@greenlots.com</u>	

THIS SERVICES AND SUBSCRIPTION AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2019 by and between Greenlots and Subscriber. As used herein, Greenlots and Subscriber are each a "party" or collectively, "parties" to this Agreement. Capitalized terms used but not otherwise defined in the Special Terms and Conditions stated below shall have the meanings ascribed to such terms in the Standard Terms and Conditions ("Standard Terms") portion of this Agreement.

WHEREAS,

- (A) Greenlots is a global manufacturer of turnkey charging networks for electric vehicles, including software and services, and trades commercially under the name "Greenlots". In connection with the operation of the Greenlots business, Greenlots also owns the "Greenlots SKY" software system with the features described in Annexure A (the "Licensed Software").
- (B) Subscriber is an owner and/or operator of Charging Stations and wishes to register its Charging Stations (as defined below) on the Greenlots Charging Network and to avail itself of the Greenlots Charging Network Services (as defined below) in respect of such Charging Stations on the terms and subject to the conditions set out in this Agreement.
- (C) To enable Subscriber to use the Greenlots Charging Network Services, Greenlots shall grant a non-transferable and non-exclusive license of the Licensed Software to Subscriber on the terms and subject to the conditions set out in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged the parties agree to the following:

Special Terms and Conditions**I. GREENLOTS RESPONSIBILITIES**

- a. Greenlots Responsibilities. Subject to the terms and conditions of this Agreement, Greenlots agrees to (i) operate, maintain, administer and support the Greenlots Charging Network and (ii) provide the purchased Services to Subscriber and its Networked Charging Stations.
- b. License of Licensed Software. In connection with its obligations under (I)(a) Greenlots hereby grants to Subscriber, and Subscriber hereby accepts, a non-transferable and non-exclusive right and license to use the Licensed Software in the Territory for the duration of the Term, together all rights, title and interests past, present and future, in and to the Licensed Software for the purposes of participating in the Greenlots Charging Network and using the Greenlots Services.
- c. Limitations. Greenlots shall not be responsible for, and makes no representation or warranty with respect to, the following: (i) continued and uninterrupted availability of sufficient electrical power to any of Subscriber's Charging Stations and consequently any failure or interruption to the Greenlots Charging Network and the Greenlots Services; (ii) continued and uninterrupted availability of any wireless or cellular communications network or internet service provider network services necessary for the continued

operation by Greenlots of the Greenlots Charging Network and/or the provision of the Greenlots Services; (iii) any Charging Stations that are not Networked Charging Stations; and/or (iv) any failure, malfunction or degradation of the Charging Station hardware and its embedded software.

- d. Non-Exclusive Basis. The participation of Subscriber and its Networked Charging Stations and the provision of the Greenlots Services to Subscriber shall be on a non-exclusive basis and Greenlots shall, at all times and at any time, be entitled to permit similar participation and provide similar services to any other party, whether such party is a competitor of Subscriber or otherwise, without restriction on such terms as Greenlots may at its sole discretion determine without reference to Subscriber.

- II. **SUBSCRIBER'S RESPONSIBILITIES.** Subscriber shall be responsible for: (a) notifying Greenlots of any new Charging Stations to be registered on the Greenlots Charging Network as Networked Charging Stations (which shall include providing Greenlots with specifications and descriptions in relation to each such Charging Station); (b) operating and maintaining the Networked Charging Stations in a safe manner and in compliance with all applicable laws and contractual obligations; (c) providing Greenlots with advance written notice of the relocation or decommissioning of any Networked Charging Stations or of Networked Charging Stations which are non-operational or not intended to be replaced or repaired by Subscriber.

III. **SERVICES.**

- a. Collection Services. Where Subscriber levies charges on Customers and Greenlots is engaged to provide management, collection and/or processing services for such charges:
- i. Subscriber shall have sole authority to determine and set in real-time the Session Fees (which shall include all applicable Taxes and Regulatory Charges, each as defined below) applicable to Subscriber's Networked Charging Stations.
 - ii. In exchange for Greenlots collecting Session Fees on behalf of Subscriber, Subscriber hereby authorizes Greenlots to deduct from all Session Fees collected (collectively, the "Deductions"): (1) a Collection and Processing Fee; and (2) to the extent required, applicable Taxes and Regulatory Charges. Greenlots shall remit the equivalent of the balance of the Session Fees net of the Deductions to Subscriber not more than 10 business days after the end of each calendar month in which such Session Fees were collected to such account designated in writing by Subscriber.
 - iii. Collection and Processing Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value added, sales, local, city, state or federal taxes ("Taxes") or any fees or other assessments levied or imposed by any governmental regulatory agency ("Regulatory Charges"). Subscriber shall be responsible for the payment of all Taxes and Regulatory Charges incurred in connection with any Session Fees; provided that, Greenlots is solely responsible for all Taxes and Regulatory Charges assessable based on Greenlots' income, property and employees. Where Greenlots is required by law to collect and/or remit the Taxes or Regulatory Charges for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by Greenlots from Session Fees, unless Subscriber has otherwise provided Greenlots with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.
- b. Provision of Assistance, Training and Maintenance Services. Greenlots shall supply training, technical assistance and maintenance with respect to the Licensed Software to Subscriber, as set out in Annexure A and elsewhere in this Agreement (collectively, the "Services").
- c. Service Levels. Greenlots shall provide services and support according to the following terms:
- i. Phone support for payment and technical issues shall be provided to Customers 24 hours a day, 365 days a year;
 - ii. Greenlots shall ensure that scheduled system downtime occurs only between the hours of 9PM to 5AM Pacific Standard Time to avoid disruption to Subscriber and Customers;
 - iii. Greenlots shall ensure that unscheduled downtime be responded to immediately and every reasonable effort be made to restore service; and

With respect to the Services and Service Levels, Subscriber acknowledges that some downtime may be attributed to Charging Station hardware and while Greenlots will promptly report and log the problem to the associated party; the duration of downtime in this instance is out of Greenlots' control.

- d. Non-Transferability. All Greenlots Services shall be non-transferable; provided that Greenlots Services subscribed for in relation to a Networked Charging Station that is to be de-commissioned may be transferred to a Networked Charging Station that is purchased by Subscriber to replace such de-commissioned Networked Charging Station.

IV.

FEES.

- a. Fees. In consideration of the Services provided hereunder, Subscriber shall pay Greenlots the following fees (collectively, the "Fees"):
- i. license fees for the Licensed Software ("License Fees") are **\$1,300 annually** in United States Dollars, such license fees to be payable in advance for the Initial Term with payment to be made upon registration and activation of a Networked Charging Station on the Greenlots Charging Network. No pro-rating shall be available for any Networked Charging Stations which are decommissioned during the year; and,
 - ii. upon Subscriber commencing the levy of charging fees on Customers, a Collection and Processing Fee of **5.0% + \$0.50** shall be paid by Subscriber to Greenlots for each Charging Session used by a Customer where a Session Fee applies, payment of which shall be set off against Session Fees collected by Greenlots, or in case of insufficient Session Fees, billed separately.
- b. Adjustments to Pricing. Greenlots undertakes that there shall be no increase in the License Fees payable for each Networked Charging Station during the Initial Term. The parties agree that Greenlots shall be entitled to adjust the Collection and Processing Fee at its sole discretion.
- c. In the event of any increase in processing fees charged by payment processing partners responsible for the collection of Customers' payments.
- d. Payment of License Fees. Subscriber agrees that:
- i. Subscriber shall pay all License Fees within thirty (30) days of its receipt of an invoice with respect thereto. Except as otherwise specified herein, all Fees shall be quoted in and payable in US Dollars.
 - ii. If any invoiced Fees are not received by Greenlots by the due date, then such outstanding amount: (1) may accrue late interest at the rate of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower ("Late Payment Interest Rate"), from the date such payment was due until the date on which such payment is received by Greenlots in cleared funds, and (2) in the event Subscriber has not paid Fees within 30 days of the due date, Greenlots may, at its sole discretion, impose additional conditions in connection with future renewals of any Greenlots Services and acceptance of purchase orders for additional Greenlots Services other than those set forth herein.
 - iii. If any amount owing by Subscriber under this Agreement is more than 30 days overdue, Greenlots may, without otherwise limiting Greenlots' rights or remedies available under law, terminate this Agreement, and/or suspend the use by Subscriber of the Greenlots Services until such amounts are paid in full.

V.

TERM; TERMINATION.

- a. Initial Term. This Agreement shall be valid for a period equivalent for the license fees paid commencing from the Effective Date, during which the access to the Greenlots Charging Network, the License and the subscription for the Greenlots Services shall be valid ("Initial Term").
- b. Additional Terms: 30 days from expiration of the License Agreement, Subscriber to submit payment to Accounts Receivable for fees and charges incurred through the expiration date. If the renewal fee is not paid within [30] days interest will accrue at a rate of 1.5% per month, compounded, until paid. If the License Agreement is not renewed within [60] days of expiration, the services will be canceled.
- c. Greenlots shall notify End User/Customer, (i) 60 days before and (ii) 30 days before the renewal/expiration date of the Greenlots Software License Agreement. Such notices will be sent simultaneously to End User/Customer via email.
- d. Early Termination for Cause by Greenlots.

- i. Greenlots may terminate the license granted to Subscriber hereunder and terminate this Agreement immediately upon 5 Business Days' prior written notice to Subscriber, if:
 1. An Insolvency Event has occurred in relation to Subscriber;
 2. Subscriber breaches any material provision of this Agreement and fails to cure such breach within 30 days following Subscriber's receipt of written notice thereof from Greenlots; or
 3. Subscriber fails to timely pay Greenlots all fees due and payable to Greenlots in consideration of the Services provided hereunder within thirty (30) days of the expiration date of the Payment Agreement.
- ii. Upon any termination of this Agreement pursuant to d.i. above, subject to the additional terms and conditions hereof, all rights in the Licensed Software granted to Subscriber hereunder shall automatically revert to Greenlots, and Subscriber shall have no further rights in, and shall immediately cease all use of, the Licensed Software. Subscriber shall also promptly return or destroy all documents (including copies), diskettes, tapes and other material (in whatsoever medium) held by Subscriber in relation to the Licensed Software to Greenlots upon written demand therefor by Greenlots. The failure of Greenlots to make any such demand initially shall not operate as a waiver by Greenlots of this provision.

e. Early Termination for Cause by Subscriber. Subscriber may terminate this Agreement immediately upon 5 Business Days' prior written notice to Greenlots, If Greenlots breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following Greenlots' receipt of written notice thereof from Subscriber.

VI. **STANDARD TERMS; CONFLICTS.** The Standard Terms that follow the signatures below are by this reference incorporated herein and made a part of this Agreement. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary set forth in this Agreement, all of each party's obligations hereunder, including without limitation, each party's obligation to render services, grant any licenses, or to pay fees, are subject to the Standard Terms. In the event of any inconsistency or conflict between the provisions of the Standard Terms and the Special Terms, the latter shall control.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

SUBSCRIBER	GREENLOTS
City of Grove City Grove City, OH	Zeco Systems, Inc., a Delaware corporation
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

STANDARD TERMS

1. Definitions.

(a) Definitions. As used in this Agreement, the following terms have the following meanings:

"Business Day" means a day (other than a Saturday, Sunday or public holiday) on which banks in the United States of America are open for general banking business.

"Charging Port" means any charging connector that is able to charge an electric vehicle, regardless of plug type or standard. For purposes of license fee calculation, for

Charging Stations with more than a single Charging Port, the Charging Port is only counted if it is able to charge an electric vehicle concurrently with another Charging Port on the same Charging Station.

"Charging Session" means a session during which a Customer is using Subscriber's Networked Charging Station to charge his or her electric vehicle and which lasts for a continuous period of time commencing when a Customer has accessed such Networked Charging Station and ending when such Customer has terminated such access.

"Charging Station" means an electric vehicle charging station owned or leased by Subscriber.

"Collection and Processing Fees" means the fees charged by Greenlots for the management, collection and processing of Session Fees on behalf of Subscriber and the remittance of any balance to Subscriber.

"Customers" means drivers who avail themselves of charging and other services from any Networked Charging Station.

"Greenlots Services" means, collectively, the various software service offerings made available for subscription from time to time by Greenlots.

"Greenlots Intellectual Property" means collectively, the Licensed Software, the Greenlots Marks, the Greenlots Charging Network and the Greenlots Services.

"Greenlots Marks" means the various trademarks, service marks, names and designations used in connection with the Greenlots products and services, including, without limitation, the mark "Greenlots".

"Insolvency Event" shall be deemed to have occurred, in relation to any person or entity, when such person or entity files, or consents to the filing against it of, a petition for relief under any bankruptcy or insolvency laws, makes an assignment for the benefit of creditors or consents to the appointment of a receiver, liquidator, assignee, custodian, trustee or other official with similar powers over a substantial part of its property; or a court having jurisdiction over such person or entity or any of the property of such person or entity shall enter a decree or order for relief in respect thereof in any involuntary case under any bankruptcy or insolvency law, or shall appoint a receiver, liquidator, assignee, custodian, trustee or official with similar powers over a substantial part of the property of such person, or shall order the winding-up, liquidation or rehabilitation of the affairs of such, and such order of decree shall continue in effect for a period of sixty (60) consecutive days.

"Intellectual Property Rights" shall mean all intellectual and industrial property rights of whatever nature anywhere in the world and all rights pertaining thereto, whether recorded or registered in any manner, or otherwise, including without prejudice to the foregoing generality, patents, trademarks, registered designs (including applications for any of the same), copyright, design rights, semi-conductor topography rights, database and software rights, mask works, trade secrets, know-how, business names, trade names, brand names, domain names and all other legal rights anywhere in the world protecting such intangible property.

"Networked Charging Stations" means any Charging Stations that have been registered and activated on the Greenlots Charging Network. Each charge connector or charge port is considered as one Charging Station.

"Session Fees" means the fees set by Subscriber for a Charging Session, including any applicable Taxes and/or Regulatory Charges.

"Subscribed Services" means any Services subscribed for by Subscriber.

"Subscriber Data" means, collectively, all data contributed directly by Subscriber and which is owned by Subscriber, or licensed directly to Subscriber by any party other than Greenlots, prior to the inclusion of such data in the Licensed Software.

"Term" means (i) the Initial Term, and (ii) each Additional Term, unless this Agreement is terminated earlier pursuant to Article V of the Special Terms.

"Territory" means the territory where Subscriber has active operations.

2. Ownership of Intellectual Property

2.1 Validity and Ownership. Subscriber acknowledges and admits the validity of Greenlots' ownership, of all Intellectual Property Rights in relation to the Greenlots Intellectual Property, and agrees that it will not, directly or indirectly, challenge or contest the validity of the Greenlots Intellectual Property, or any registrations thereof and/or applications therefore in any jurisdiction, or the right, title and interest of Greenlots therein and thereto, nor will it claim or register any interest in the Greenlots Intellectual Property in any jurisdiction, other than the rights expressly granted hereunder.

2.2 Property of Greenlots. Subscriber acknowledges that (i) as between the parties, all Intellectual Property Rights in the Greenlots Intellectual Property are and will remain the exclusive property of Greenlots and (ii) as between the parties, all uses of the Greenlots Intellectual Property, except for its Use by Subscriber pursuant to this Agreement, shall inure solely to the benefit of Greenlots. Subscriber shall not at any time do or suffer to be done any act or thing that will in any way impair the rights of Greenlots in and to the Greenlots Intellectual Property. Nothing in this Agreement grants, nor shall Subscriber acquire hereby, any right, title or interest in or to the Greenlots Intellectual Property or any underlying or third-party Intellectual Property Rights inhering therein, or any goodwill associated therewith, other than those rights expressly granted hereunder. This Agreement shall not affect Greenlots' right to enjoin or obtain relief against any acts by third parties or trademark or patent infringement or unfair competition, or any other action that Greenlots may take to protect Greenlots' Intellectual Property Rights in the Territory.

2.3 Property of Subscriber. The parties agree that all Subscriber Data is and will remain the exclusive property of Subscriber and will inure solely to the benefit of Subscriber. Greenlots shall be granted such access to Subscriber Data: (a) as may be necessary to enable Greenlots to perform its obligations hereunder; (b) in order to respond to service or technical problems which may arise from time to time and at any time; and/or (c) otherwise at Subscriber's discretion. All data collected by Greenlots in connection with the operation of the Greenlots Charging Network shall be jointly owned by

Greenlots and Subscriber, with both Parties retaining independent rights to use the data. Greenlots shall also have rights to use the data for uses including (i) system analytics and performance; (ii) anonymized data for marketing, research, and creation of white paper; (iii) product development and enhancement; and (iv) analytics-driven offerings for each of the value chain constituents.

2.4 License; Data Privacy. Greenlots shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable perpetual license to use or incorporate in the Greenlots Charging Network and/or the Greenlots Services any suggestions, enhancement requests, recommendations, improvements or other feedback provided by Subscriber and/or Subscriber Authorized Users relating to any and all of the Greenlots Charging Network and the Greenlots Services. Subscriber represents and warrants that it has reviewed Greenlots' privacy policy located at <https://greenlots.com/privacy-policy-2> ("Privacy Policy") and by Subscriber's signature below, acknowledges that Subscriber consents to, is bound by and subject to all terms of the Privacy Policy, as of the date of this Agreement and as amended hereafter, including with respect to all Subscriber Data.

3. No Assignment or Sublicenses

3.1 No Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the express written consent of the other party. Notwithstanding the foregoing either party may assign this agreement together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of any or substantially all of its assets provided the assignee agrees in writing to comply with all applicable provisions of the Agreement, including protecting Confidential Information. This Agreement shall not be assignable by Subscriber to any direct or indirect competitor of Greenlots engaging in developing electric vehicle charging hardware and/or software and any attempt to assign without such consent shall be void.

3.2 No Sub-Licensing. Except as otherwise set forth herein, the License, the Greenlots Services and the rights granted to Subscriber under this Agreement shall not be sub-licensed by Subscriber without the prior written authorization of Greenlots.

4. Limitation of Liability.

4.1 LIMITATION OF GREENLOTS' LIABILITY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ACCESS TO THE GREENLOTS CHARGING NETWORK, THE LICENSE AND THE GREENLOTS SERVICES ARE PROVIDED BY GREENLOTS WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL GREENLOTS BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES

RESULTING FROM THE PARTICIPATION OF SUBSCRIBER IN THE GREENLOTS CHARGING NETWORK, THE EXERCISE OF THE LICENSE, THE USE OF THE LICENSED SOFTWARE OR THE GREENLOTS SERVICES, OR OTHERWISE ARISING OUT OF THIS AGREEMENT, WHETHER IN RELATION TO ANY BREACH OF ANY REPRESENTATIONS AND WARRANTIES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL GREENLOTS' AGGREGATE LIABILITY TO SUBSCRIBER PURSUANT TO THIS AGREEMENT EXCEED THE TOTAL SUM OF ANY FEES RECEIVED BY GREENLOTS IN THE TWELVE CALENDAR MONTHS IMMEDIATELY PRIOR TO THE DATE ANY SUCH CLAIM IS MADE. FOR THE AVOIDANCE OF DOUBT, GREENLOTS SHALL OWE NO LIABILITY TO SUBSCRIBER OR ANY CONTRACTUAL COUNTERPARTIES OF SUBSCRIBER FOR ANY BREACH BY SUBSCRIBER OF ITS CONTRACTUAL OBLIGATIONS TO SUCH COUNTERPARTIES INCLUDING BUT NOT LIMITED TO, ANY FAILURE BY SUBSCRIBER TO COMPLY WITH ITS SERVICE LEVEL AGREEMENTS UNLESS SUCH LIABILITY ARISES AS A RESULT OF FRAUD OR GROSS NEGLIGENCE ON THE PART OF GREENLOTS. SUBSCRIBER SHALL BEAR FULL AND COMPLETE RESPONSIBILITY FOR SUBSCRIBER'S LEGAL OBLIGATIONS TO THIRD PARTIES AND NEITHER GREENLOTS NOR ANY GREENLOTS AFFILIATE (INCLUDING SHELL GROUP) SHALL INDEMNIFY, DEFEND OR HOLD SUBSCRIBER HARMLESS AGAINST ANY CONSEQUENCES, DAMAGES, INJURY OR DEATH OF ANY THIRD PARTY..

4.2 Limits. Where the limitation of liability in Section 4.1 is prohibited or restricted under applicable law, then the liability of Greenlots under such circumstances shall be limited to the maximum extent permitted under such applicable law.

5. Subscriber's Representations and Warranties. Subscriber represents and warrants to Greenlots that: (a) it has the power and authority to enter into and be bound by this Agreement; (b) all Networked Charging Stations and any electric vehicle charging products used with such Networked Charging Stations have been properly installed and are operated in a duly authorized manner; (c) the electrical usage to be consumed by Subscriber's Networked Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (d) it has not installed or attached Networked Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

6. Subscriber's Covenants. Subscriber further undertakes to Greenlots that: (i) it will not remove, conceal or cover the Greenlots Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Networked Charging Stations or any peripheral equipment for use in connection with the Networked Charging Stations; (ii) Subscriber shall comply

with, and shall have responsibility for and cause its employees and agents accessing or using the Greenlots Charging Network to comply with, all of the rules, regulations and policies of Greenlots as may from time to time be notified by Greenlots to Subscriber (and the display or availability of any such rules, regulations and policies (and any variation or changes thereto) on any portal or service to which Subscriber has access, shall constitute due notice to Subscriber, its employees and agents); (iii) Subscriber shall be responsible for using the Greenlots Services in compliance with applicable laws and this Agreement, and in particular, shall: (A) use commercially reasonable efforts to prevent unauthorized access to any Greenlots Services, (B) not sell, resell, license, rent, lease, transfer or grant access to the Greenlots Services to a third party, (C) not interfere with or disrupt the integrity of the Greenlots Charging Network, the Greenlots Services or any data contained therein, and (D) not attempt to gain unauthorized access to the Greenlots Charging Network or the Greenlots Services or their related systems or networks.

7. Compliance with Shell Business Principles, Anti-Bribery and Anti-Money Laundering Standards.

7.1. (a) Subscriber acknowledges that Greenlots is a subsidiary of Shell Group, and it has actual knowledge of: (i) the Shell General Business Principles, at www.shell.com/sgbp, and Shell's Supplier Principles, at www.shell.com/suppliers; (ii) Shell's Code of Conduct, at <http://www.shell.com/codeofconduct/>; and (iii) Shell's Global Helpline, at <http://www.shell.com/home/globalhelpline/>. (b) Subscriber agrees that Subscriber will adhere to and notify of violations of the principles contained in the Shell General Business Principles and Shell Supplier Principles (or where Subscriber has adopted equivalent principles, to those equivalent principles) in all its dealings with or on behalf of Greenlots, in connection with this Agreement and related matters. (c) Subscriber shall ensure staff that perform services on behalf of Subscriber hereunder shall behave in a manner that is consistent with the Shell Code of Conduct.

7.2. Anti-Bribery and Corruption

(a) Subscriber represents that, in connection with this Agreement and related matters: (i) it is knowledgeable about Anti-Corruption Laws (as defined herein after) applicable to the performance hereunder and will comply with those laws; (ii) Subscriber has not made, offered, authorized, or accepted, and will not make, offer, authorize, or accept, any payment, gift, promise, or other advantage, whether directly or through any other Person, to or for the use or benefit of any Government Official or any other Person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant Anti-Corruption Laws. (b) Subscriber will immediately notify Greenlots if Subscriber receives or becomes aware of any matter that is prohibited by the preceding paragraph. As used here, "Anti-Corruption Laws" means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, and all other applicable laws that prohibit money laundering, or otherwise dealing in the proceeds of crime, or the bribery of, or the providing of

unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.

(c) Subscriber will maintain adequate internal controls and procedures to ensure compliance with Anti-Corruption Laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in its books and records.

(d) Greenlots will have the right to confirm compliance with Anti-Corruption Laws and record keeping by audit. Subscriber will keep books and records available for audit for a period as directed by Greenlots for at least as long as the period for retention of records for financial and performance audit.

(e) Subscriber will indemnify Greenlots and: (a) its subcontractors, (b) any affiliate of Greenlots; and (c) any director, officer, employee, other person or Agency Personnel employed by or acting for and on behalf of Greenlots, its contractors or the affiliates of Greenlots and its contractors (the foregoing, "Greenlots Group"). A reference to Greenlots Group includes a reference to each of its members severally. for any liabilities arising out of Subscriber's breach of Anti-Corruption Laws or any related undertakings under this Article.

8. Confidentiality. Each party agrees to keep confidential the terms of this Agreement and all information, documents and materials, whether printed or oral, relating to this Agreement, the parties and the transactions contemplated hereunder ("Confidential Information") confidential and not to disclose such Confidential Information except:

- (a) with the prior written consent of the other party;
- (b) as may be required by applicable laws or by the rules of any stock exchange or other authority by which a party may be bound (in which case the disclosing party shall immediately notify the other party thereof);
- (c) to its professional advisers, employees, officers or other representatives;
- (d) to any advisors and professional services providers which may be appointed by a party to give effect to the obligations of such party under this Agreement; and

9. Notices. All notices, requests, demands and other communications given by any of the parties hereunder shall be in writing and shall be given only by personal delivery, registered mail or courier service or sent by facsimile transmission or electronic mail to the addresses and facsimile numbers set forth in the introductory paragraph of this Agreement, or to such other address or facsimile number as the parties may from time to time notify the others in writing. Any such communication shall be deemed duly given in the case of personal delivery and courier service upon delivery and receipt of written acknowledgement thereof, in the case of registered mail ten days after posting, in the case of facsimile transmission or electronic mail upon transmission and receipt of a satisfactory transmission transcript; *provided* that if such day is not a Business Day or such time not a normal business hour then delivery

shall be deemed to have occurred on the following Business Day.

10. Governing Law; Venue. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the state of Delaware, without giving effect to any principles of conflict of laws. Any action or arbitration arising from this Agreement related thereto shall be commenced and maintained only in the State of Delaware. Each of the parties hereto consents to the jurisdiction and venue of the courts located there.

11. Dispute Resolution. Any dispute arising from this Agreement or related thereto shall be resolved by binding arbitration as provided by the rules of ADR Services, Inc. ("ADR"), and in the office of ADR, located in Wilmington, Delaware. The parties each expressly waive the right to a jury trial, and agree that the arbitration award shall be final and binding on the parties.

12. Fees. Each party shall be responsible for paying its own expenses incurred in any proceeding to compel arbitration or to confirm or enforce an arbitral award or any resulting judgment, including attorney's fees. Each party shall bear its own expenses, including attorney's fees, incurred during arbitration.

13. MISCELLANEOUS

13.1 No Partnership. Nothing in this Agreement shall create a partnership or establish a relationship of principal and agent or any other fiduciary relationship between or among any of the parties.

13.2 Remedy. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy available at law, in equity, by statute or otherwise. Each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law in equity, by statute or otherwise. The election by any party to pursue one or more of such remedies shall not constitute a waiver by such party of the right to pursue any other available remedy. The parties agree that monetary damages may not be a sufficient remedy for the damage which would accrue to a party by reason of failure by any other party to perform certain of the obligations hereunder. Any such party shall, therefore, be entitled to seek injunctive relief, including specific performance, to enforce such obligations.

13.3 Costs and Expenses. The parties agree that unless expressly provided otherwise in this Agreement, each of the parties shall bear its own respective costs and expenses, legal or otherwise, reasonably incurred in relation to preparation, negotiation and execution of this Agreement and all ancillary documents.

13.4 Further Assurance. Each of the parties shall, and shall use its reasonable endeavors to procure that any necessary third parties shall, execute and deliver to

the other party such other instruments and documents and take such other action as may be required to carry out, evidence and confirm the provisions of this Agreement.

13.5 Variations. No purported variations of this Agreement shall be effective unless made in writing by all the parties.

13.6 Severability of Provisions. If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall, to that extent, be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

13.7 No Waiver. A party's failure to insist on strict performance of any provision of this Agreement shall not constitute a waiver thereof or of any right or remedy for breach of a like or different nature. No waiver shall be effective unless made in writing and signed by a duly authorized officer of the party granting such waiver.

13.8 Counterparts. This Agreement may be entered into in any number of counterparts and by the parties on separate counterparts, each of which when executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

13.9 Force Majeure. If either party hereto is materially hampered from performing hereunder by reason of any law, natural disaster, labor controversy, war or any similar event beyond a party's reasonable control, failure to perform shall not be deemed a breach of or default under this Agreement and neither party shall be liable to the other therefore.

13.10 Interpretation. References to Recitals, Sections and Annexures are, unless otherwise stated, to recitals and sections of, and annexures to, this Agreement. References to any enactment shall be construed as references to (a) any enactment which that enactment has directly or indirectly replaced (whether with or without notification), and (b) that enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date hereof.

13.11 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties in connection with the license granted hereunder and the arrangements described herein and supersedes all prior oral and written agreements, memoranda, understandings and undertakings between the parties.

13.12 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

END OF STANDARD TERMS

ANNEXURE A

LICENSED SOFTWARE

The Licensed Software consists of an integrated Internet-based platform (SKY) that has bi-directional communication with Networked Charging Stations. The platform is made up of:

1. A back-end database
2. A front-end user interface for the Subscriber
3. A front-end user interface for the Customer
4. A mobile phone application for the Customer that is supported on Android and iOS operating systems. Support for additional operating systems may be added later at Greenlots' sole discretion
5. A payment collection and settlement system
6. A data collection and reporting system
7. A call center for Customer technical and payment support

Together, the Licensed Software performs the following functions:

1. Provides a directory of Charging Stations belonging to the Subscriber, including all pertinent information such as address, serial number, manufacturer, model, charging type and price for Customers, if applicable
2. Reports the status of Charging Stations whether they are in-use, faulted, available or temporarily unknown
3. Enables the Subscriber to set a price for Customers to use these Charging Stations
4. Provides a payment method for Customers to pay for use of these Charging Stations
5. Provides a payment processor which complies with Payment Card Industry ("PCI") Data Security Standard DSS") of Visa and MasterCard.
6. Collects usage and charging data from these Charging Stations and provides them to the Subscriber in either CSV or graphical format
7. Provides first level technical support to Customers and routes them to the Charging Station manufacturer for escalation
8. Provides downloadable usage reports on a daily, weekly, monthly or annual basis consisting of individual charge session data (user ID, station ID, start time, end time, total duration, total kWh and total revenue)
9. Provides a monthly statement report detailing total revenue collected from Session Fees and total Greenlots Fees applicable

SERVICES AND SERVICE LEVELS

Greenlots shall provide services and support according to the following terms:

1. Phone support for payment and technical issues shall be provided to Customers 24 hours a day, 365 days a year
2. Greenlots shall ensure that scheduled system downtime occurs only between the hours of 9PM to 5AM Pacific Standard Time to avoid disruption to the Subscriber and Customers.
3. Greenlots shall ensure that unscheduled downtime be responded to immediately and every reasonable effort be made to restore service
4. The Subscriber acknowledges that some downtime may be attributed to Charging Station hardware and while Greenlots will promptly report and log the problem to the associated party; the duration of downtime in this instance is out of Greenlots' control

Date: 10/30/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Turner
Sponsor: Ms. Houk
Emergency: 30 Days: X
Current Expense:

No.: C-65-19
1st Reading: 11/04/19
Public Notice: 11/05/19
2nd Reading: 11/18/19
Passed: Rejected: _____
Codified: Code No: _____
Passage Publication: _____

ORDINANCE C-65-19

AN ORDINANCE TO APPROPRIATE \$12,000.00 FROM THE SENIOR NUTRITION FUND FOR CURRENT EXPENSES

WHEREAS, the Senior Nutrition Fund was established to account for the receipt and expenditure of donations for senior nutrition programs of the City; and

WHEREAS, LifeCare Alliance administers Meals on Wheels and a senior dining site at the Evans Center to provide hot nutritional meals for homebound residents in Grove City and Jackson Township; and

WHEREAS, approximately 300 individuals are served on a weekly basis through these programs; and

WHEREAS, the annual Mayors Cup Golf outing raised approximately \$12,000 beyond program expenses; and

WHEREAS, this appropriation will allow for a donation of \$12,000 to LifeCare Alliance.

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

SECTION 1. There is hereby appropriated \$12,000.00 from the unappropriated monies of the Senior Nutrition Fund to account number 108000.559000.

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

Stephen R Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

No.: C-66-19
1st Reading: 11/04/19
Public Notice: 11/05/19
2nd Reading: 11/18/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

AN ORDINANCE TO APPROPRIATE \$38,500.00 FROM THE CONVENTION BUREAU FUND FOR CURRENT EXPENSES

Michael A. Turner, Director of Finance

Date: 10/30/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Ms. Houk
Approved:
Emergency: 30 Days:
Current Expense:

No.: CR-51-19
1st Reading: 11/04/19
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-51-19

A RESOLUTION APPOINTING JOSEPH MERTH 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, one appointment has expired 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. Joseph Merth is hereby appointed to the Audit Committee, ending 9/30/22.

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

Steven R. Robinette, 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

Date: 10-30-19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Turner
Sponsor : Ms. Houk
Emergency: 30 Days:
Current Expense:

No.: CR-52-19
1st Reading: 11-04-19
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION CR-52-19

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 Joseph Merth 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.

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this Ordinance
is correct as to form.

Stephen J. Smith, Director of Law,