

**GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA**

Nov. 02, 2020

6:30 Caucus

7:00 p.m. Regular Meeting

Call to Order: President Houk

Roll Call: Clerk of Council

Approval of Minutes from 10/19 & 26/2020

Welcome and Reading of Agenda: President Houk

Presentation: COTA+ Update

LANDS: Mr. Schottke

- | | |
|----------------------------|--|
| <u>Ordinance C-48-20</u> | Rezone 0.29 acres located at 3506-3510 Park Street from D-1 to PUD-R with Text. Second reading and public hearing. |
| | |
| <u>Ordinance C-54-20</u> | Approve a Temporary Special Use Permit for Outdoor Seating for Red Robin located at 1635 Stringtown Road. Second reading and public hearing. |
| | |
| <u>Ordinance C-55-20</u> | Accept the Plat for Hidden Meadows located East of Broadway and South of Demorest Drive. Second reading and public hearing. |
| | |
| <u>Ordinance C-56-20</u> | Accept the Plat of Trail View Run, Phase 3B, located East of Buckeye Parkway and South of Borror Road. Second reading and public hearing. |
| | |
| <u>Ordinance C-57-20</u> | Authorize the Annexation of 13.24+ acres located East of Demorest Rd. and North of Grove City Road in Jackson Township to the City of Grove City and declaring an emergency. |
| | |
| <u>Ordinance C-58-20</u> | Authorize the City Administrator to Execute a Pre-Annexation Agreement with the Vergil H. Sidner Trust and the Elizabeth Ann Sidner Trust for approximately 290+ acres located North of S.R. 665 and East of U.S. 62 and declare an emerg. |
| | |
| <u>Ordinance C-59-20</u> | Accept the Annexation of 0.54+ acres located East of Demorest Road and South of Southwest Blvd. to the City of Grove City. First reading. |
| | |
| <u>Resolution CR-44-20</u> | Temporarily Waive the Provisions of Section 1135.09(b)(12)1s requiring a Special Use Permit for Outdoor Seating and Establish Regulations for said Temporary Outdoor Seating Areas. |
-

SAFETY: Mr. Schlabach

- | | |
|----------------------------|--|
| <u>Ordinance C-51-20</u> | Amend Various Sections of Chapter 718 of the Codified Ordinances titled Food and Beverage Street Vendors. Second reading and public hearing. |
| | |
| <u>Resolution CR-45-20</u> | Urge Governor DeWine and the State of Ohio Legislature to Extend the Deadline for Operating Public Meetings Electronically. |
| | |
| <u>Resolution CR-46-20</u> | Urge the Federal Government to Extend the Deadline for the Use of CARES Act Funding. |
-

FINANCE: Mr. Holt

- | | |
|--------------------------|--|
| <u>Ordinance C-60-20</u> | Levy Special Assessments for the Stringtown Road Sanitary Sewer and Waterline Improvements. First reading. |
| | |
| <u>Ordinance C-61-20</u> | Levy Special Assessments for the Construction of Various Sidewalks in the City of Grove City, Ohio. First reading. |

Finance Continued:

Ordinance C-62-20 Transfer \$137,500.00 from the Deposit Trust Fund to the Capital Improvement Fund for Berror Road funding. First reading.

Ordinance C-63-20 Authorize the City Administrator to enter into Agreements with the Chillicothe Telephone Company for the installation and maintenance of Fiber to the Data Center containing the City's Server Infrastructure. First reading.

Resolution CR-47-20 Authorizing the Use of Local Coronavirus Relief Funds to be distributed to Voicecorps.

Resolution CR-48-20 Authorizing the Use of Local Coronavirus Relief Funds to be distributed to the Grove City Food Pantry.

Call for New Business

Call for Dept. Reports & Closing Comments

Adjourn: President Houk

ON FILE: Minutes of: 10/019 & 26/20 Council Meeting

Date: 09/15/20
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-48-20
1st Reading: 09/21/20
Public Notice: 09/22/20
2nd Reading: 11/02/20
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-48-20

AN ORDINANCE FOR THE REZONING OF 0.29 ACRES LOCATED AT 3506-3510 PARK STREET FROM D-1 TO PUD-R WITH TEXT

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

WHEREAS, the Planning Commission approved the rezoning on September 8, 2020; and

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

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

SECTION 1. The following described premises are rezoned from D-1 to PUD-R w/text:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Lot 2 and all of Lot 3 of Grant's Beulah Addition *as recorded in Official Records, Plat Book 4, page 205, Recorder's Office, Franklin County, Ohio*, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

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

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

Christine Houk, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

C-48-20
Exhibit "A"

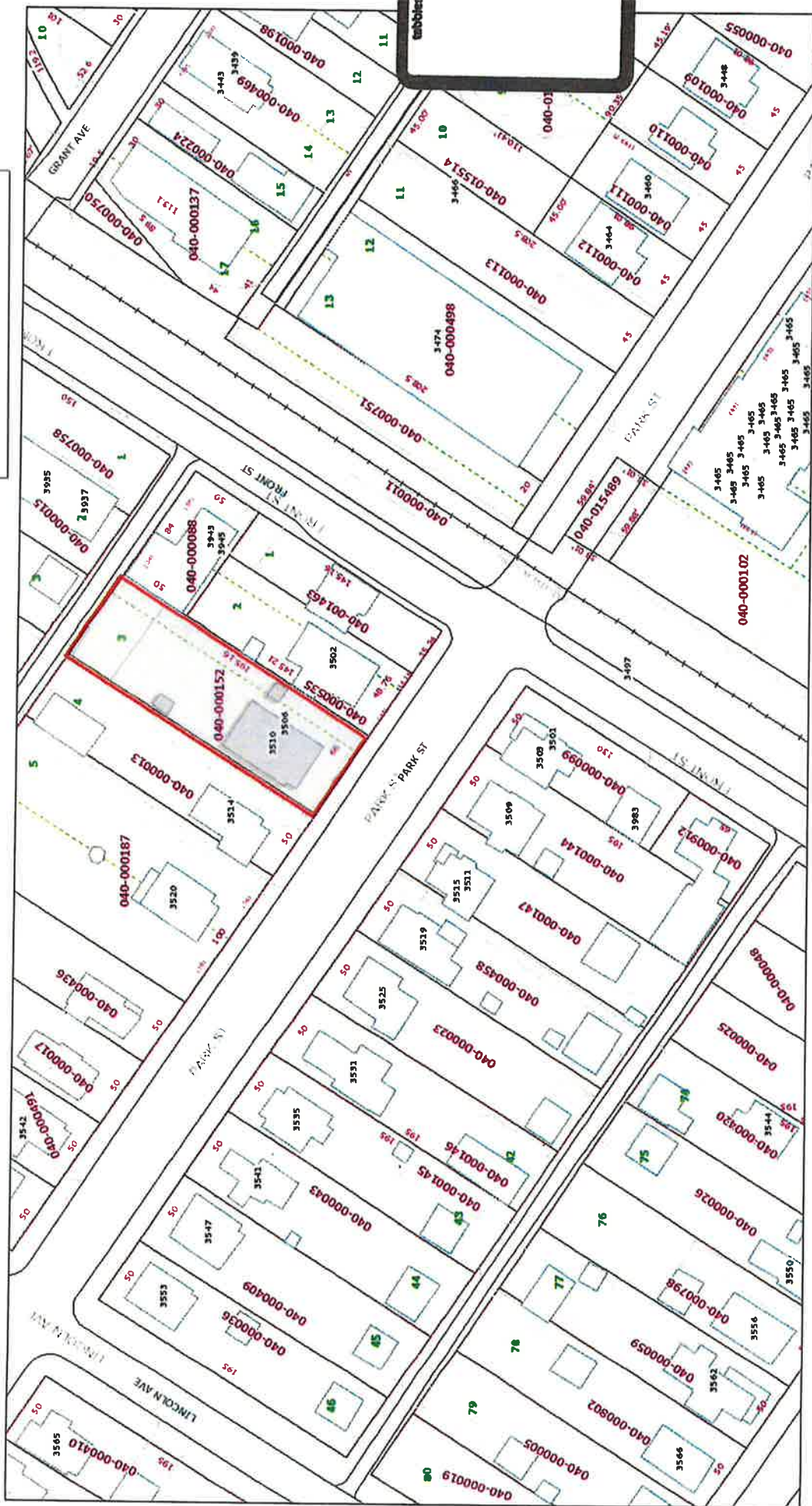
Received by
City of Grove City
06-30-20

Situated in the State of Ohio, County of Franklin and in the City of Grove City and described as follows:

Being Sixteen (16) feet off the west side of Lot Number Two (2) and the whole of Lot Number Three (3), of GRANT'S BEULAH ADDITION to the City of Grove City, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 4, page 205, Recorder's Office, Franklin County, Ohio.

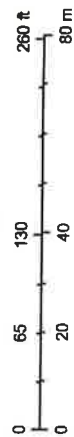
Received by
City of Grove City
06-30-20

040M088 04000



June 24, 2020

1:987



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

3506-3510 Park Street

Received by
City of Grove City
08-31-20

PID: 040-000152

ZONING TEXT

Grove City, Ohio

DATE SUBMITTED: JULY 26, 2020

AS REVISED: AUGUST 30, 2020

CURRENT ZONING: DOUBLES AND TWIN SINGLES AND DUPLEX (D-1)

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

Property Owner: Michael J. and Maria D. Pozz
3506-3510 West Park Street
Grove City, Ohio 43123

Applicant: Steven Pozz
c/o Paul J. Ford and Company
4969 Big Run South Road
Grove City, Ohio 43123

Attorney/Authorized Representative: Rebecca J. Mott, Esq.
Plank Law Firm, LPA
411 East Town Street, Floor 2
Columbus, Ohio 43215

I. PROPERTY

The property ("Property") consists of approximately 0.29 acres commonly known as 3506-3510 West Park Street, Grove City, Ohio 43123, owned by Michael J. Pozz and Maria D. Pozz (the "Property Owner") and is located north of Park Street, west of Front Street, south of Grant Avenue, and east of Lincoln Avenue, as further described by the legal description which accompanies this zoning text ("Zoning Text") The surrounding area consists primarily of a mix of small lot single-family residential and multi-family residential properties, zoned R-2 and D-1, with some properties zoned IND-1 and PUD-C. The Applicant, Steven Pozz, submits the accompanying application for a re-zoning to re-zone the Property to the Planned Unit Development Residential (PUD-R) District.

II. INTRODUCTION

The Applicant proposes to re-zone the Property to PUD-R to allow for the addition of a detached garage with second floor residential dwelling unit on the Property. The Property currently contains a duplex, two (2) sheds, fencing, and landscaping. The proposed two-story accessory structure will consist of four (4) ground floor, internal parking spaces and one (1) residential unit on the second floor, as depicted on the site plan dated July 27, 2020 (the "Site Plan"). The Applicant will also install concrete to access the accessory structure and provide additional external parking. The accessory structure will connect to, and the parking spaces and garage spaces will be accessed by, the alley to the rear of the Property.

The standards within this zoning text have been drafted to ensure that this project is appropriate within the unique context of the Town Center Core Neighborhood and establishes the necessary requirements to create an accessory structure in character with the area. Town Center Core Neighborhood emphasizes a variety of building types and sizes and is pedestrian-focused with detached garages located off rear alleys. A primary use of the Town Center Core Neighborhood is multi-family residential.

III. GENERAL PROVISIONS

- A. The provisions of the Codified Ordinances of Grove City (the "Code") shall apply only to the extent not otherwise addressed in this Zoning Text. The provisions of this Zoning Text and the Code shall apply unless otherwise modified by Grove City Council ("Council").
- B. For the purposes of this Zoning Text, the terms and words contained within shall carry their customarily understood meanings. Words used in the present tense include the future and the plural includes the singular and the singular the plural. The word "shall" is intended to be mandatory; "occupied" or "used" shall be considered as though followed by the words "or intended, arranged or designed to be used or occupied". In case of any conflict between this Zoning Text and the Code, this Zoning Text shall control.
- C. All provisions of this Zoning Text are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section or other provision is invalid or that the application of any part of the provision is invalid, the remaining provisions and the application of those provisions shall not be deemed affected by that decision.

- D. Any use not permitted herein shall be considered prohibited, except that a use may be permitted if approved by Council.

IV. USE REGULATIONS AND DEVELOPMENT STANDARDS

A. Permitted Uses:

- a. Multi-Family Residential.
- b. One (1) four-car garage, with above-garage residential dwelling unit not to exceed 1,200 square feet per story.
- c. Accessory uses as permitted by section 1135.11 of City Code or current Code standards for accessory uses.

B. Development Standards:

- a. Density. A maximum of three (3) residential dwelling units shall be permitted.
- b. Minimum Setbacks.
 - i. Primary Structure:
 - a) Front Setback (exclusive of porches, stoops, and decks): 30 feet
 - b) Rear Setback: 100 feet
 - c) Side Setbacks: 6 feet
 - ii. Garage:
 - a) Building Setback from Alley: 25 feet
 - b) Building and Pavement Side Setbacks: 8 feet
 - c) West Property Line: 8 feet
 - d) East Property Line: 10 feet
- c. Minimum Off-Street Parking Space Requirements.
 - i. A total of eight (8) parking spaces shall be provided between covered garage and exterior parking spaces. External parking spaces shall be a minimum of nine (9) feet in width and eighteen (18) feet in length. On-street parking is available on Park Street and shall be used for any parking above that is required on-site by this zoning text.
 - ii. All parking spaces striping and pavement markings shall be white in color.
- d. Lot Coverage. A maximum of forty-five percent (45%) of the Property may be covered by buildings and pavement.
- e. Landscaping.
 - i. Primary structure (duplex): There shall be a minimum of three (3) trees 2-inch minimum caliper arranged within the front, side, or rear yard areas with an emphasis on the front façade. In addition, a minimum of one-third (1/3) of the façade fronting Park Street shall be landscaped adjacent to the foundation with a minimum of five (5) shrubs, ground cover, or other ornamental plantings.

- ii. Garage structure: There shall be two 2-inch minimum caliper tree planted within the side yards of the proposed garage structure to break up the façade of the building (two trees total for the residential dwelling unit over the garage). Additionally, at least five (5) shrubs, ground cover, or other ornamental plantings with initial height of 24" minimum shall be planted adjacent to the foundation where visible from the public alley.
 - iii. Landscaping shall be installed as depicted on the Site Plan.
 - iv. Areas disturbed during construction shall be seeded in compliance with Section 1136.11 of City Code.
- f. Building Design and/or Exterior Treatment.
- i. The maximum permitted building height of the primary structure shall be thirty-five (35) feet from grade to the top of the roofline. The garage structure shall not exceed twenty-five (25) feet in height from grade to the top of the roofline.
 - ii. Architecture:
 - a) Roof: The main architectural roof on the building shall have a minimum 6:12 pitch. Roof accents shall have roof pitches ranging from 4:12 to 12:12.
 - b) The primary duplex structure shall contain at least three (3) of the following architectural elements:
 - i. Decorative gable element;
 - ii. Porch corbels;
 - iii. Shutters;
 - iv. Porch railing;
 - v. Larger windows with trim on the second floor; or
 - vi. Other architectural elements deemed appropriate to provide interest in the structure, as determined by the Development Director.
 - c) The garage structure shall contain at least two (2) of the following architectural elements:
 - i. Decorative garage doors;
 - ii. Larger, decorative windows;
 - iii. Shutters;
 - iv. Decorative trim around windows;
 - v. Dormer;
 - vi. Decorative trim around entry door; or
 - vii. Other architectural elements deemed appropriate to provide interest in the structure, as determined by the Development Director.
 - iii. Building Materials:
 - a) Smart wood, wood, brick, brick veneer, stone, stone veneer, fibrous cement siding (with wood board appearance or smooth appearance for buildings of contemporary design), stucco, and vinyl siding products are the permitted finish building materials.

- b) All finished materials shall be low-gloss, and the use of high-chroma colors is prohibited.
 - c) Vinyl: Shall be a minimum of 0.044" thickness, insulated, and applied over a minimum of 7/16" sheathing. All vinyl elevations shall have a minimum 4" side frieze or fascia boards. Color shall be consistent between the principal residential structure and garage structure.
 - d) Shingles: Pitched roofs shall be finished in dimensional asphalt shingles.
- g. Lighting.
- i. Decorative lighting fixtures shall be installed on the alley-facing garage elevation to provide a safe environment for residents.

Date: 10/14/20
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-54-20
1st Reading: 10/19/20
Public Notice: 10/20/20
2nd Reading: 11/02/20
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-54-20

AN ORDINANCE TO APPROVE A TEMPORARY SPECIAL USE PERMIT FOR OUTDOOR SEATING FOR RED ROBIN LOCATED AT 1635 STRINGTOWN ROAD

WHEREAS, Red Robin International, applicant, has submitted a request for a Special Use Permit for temporary outdoor seating for Red Robin Restaurant located at 1635 Stringtown Road; and

WHEREAS, on October 06, 2020, the Planning Commission of the City of Grove City recommended the approval of a Temporary Special Use Permit at this location, with the following stipulations:

1. The Temporary Outdoor Seating area shall be permitted on the property for a maximum of 180 days from the effective date of the ordinance or until State-mandated indoor dining restrictions have ended, whichever comes first;
2. The temporary outdoor seating area shall be located adjacent to the sidewalk around the building to provide adequate spacing for an emergency vehicle to access the area;
3. The applicant shall work with the Building Division and Jackson Township Fire Dept. to obtain all necessary permits to ensure proper installation and safety measures for the proposed tent and seating area.

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

SECTION 1. A Temporary Special Use Permit, under Section 1135.09b(12)As is hereby issued to Red Robin restaurant, located at 1635 Stringtown Road, contingent upon the stipulations set by Planning Commission.

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

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Date: 10/14/20
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-55-20
1st Reading: 10/19/20
Public Notice: 10/20/20
2nd Reading: 11/02/20
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-55-20

AN ORDINANCE TO ACCEPT THE PLAT OF HIDDEN MEADOWS LOCATED EAST OF BROADWAY AND SOUTH OF DEMOREST DRIVE

WHEREAS, Hidden Meadows, a subdivision containing lots 1 to 80 inclusive, and areas designated as Reserve "A - G", 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 Hidden Meadows, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 1383, containing 15.615 acres of land, more or less. Said 15.615 acres being part of those tracts of land conveyed to Harrisburg Pike Investors, LLC, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

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

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

Christine Houk, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 10/14/20
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-56-20
1st Reading: 10/19/20
Public Notice: 10/20/20
2nd Reading: 11/02/20
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-56-20

AN ORDINANCE TO ACCEPT THE PLAT OF TRAIL VIEW RUN PHASE 3B LOCATED EAST OF BUCKEYE PARKWAY AND SOUTH OF BORROR ROAD

WHEREAS, Trail View Run, Phase 3B, a subdivision containing lots 78 to 107 inclusive, and areas designated as Reserve "K and L", 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 Trail View Run, Phase 3B, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 6115, containing 17.580 acres of land, more or less. Said 17.580 acres being part of those tracts of land conveyed to D.R. Horton - Indiana, LLC, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

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

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

Christine Houk, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 10-27-20
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Smith
Approved: _____
Emergency: X 30 Days: _____
Current Expense: _____

No.: C-57-20
1st Reading: 11/02/20
Public Notice: 0 / /20
2nd Reading: 0 / /20
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-57-20

AN ORDINANCE AUTHORIZING THE ANNEXATION OF 13.24 ± ACRES LOCATED EAST OF DEMOREST ROAD AND NORTH OF GROVE CITY ROAD FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY AND DECLARING AN EMERGENCY

WHEREAS, the City of Grove City desires to annex from Jackson Township 13.24 acres, more or less, of property located on Demorest Road and Grove City Road that is owned in fee simple by the City of Grove City as legally described in Exhibit A and depicted in the annexation plat attached hereto as Exhibit B; and

WHEREAS, pursuant to Ohio Revised Code Section 709.16, the City of Grove City has the authority to petition the Board of County Commissioners of Franklin County, State of Ohio, to annex this property as the property is contiguous to the corporation line of the City of Grove City, and the property is being acquired and will be owned in fee simple by the City of Grove City; and

WHEREAS, upon receipt of an annexation petition from the City of Grove City for the annexation of the property, the Board of County Commissioners of Franklin County, State of Ohio, shall grant the annexation petition; and

WHEREAS, an emergency exists for the health, safety, and general welfare of the community in that construction of the new Brookpark Middle School will be beginning soon and it is in the City's best interest that the property be annexed prior to construction.

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

SECTION 1. The City of Grove City hereby authorizes the annexation from Jackson Township of 13.24 acres, more or less, of property located on Demorest Road and Grove City Road that is owned in fee simple by the City of Grove City as legally described in Exhibit A and depicted in the annexation plat attached hereto as Exhibit B.

SECTION 2. The City Law Director and the City Clerk are hereby vested with the authority to file a petition for the annexation of this property with the Board of County Commissioners of Franklin County, State of Ohio.

SECTION 3. For the reasons stated in the preamble, this ordinance is hereby declared an emergency measure and shall therefor go into immediate effect.

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

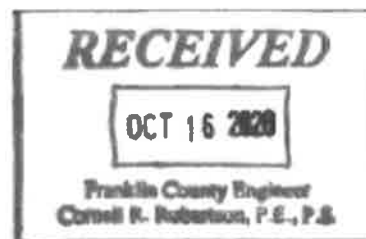
Effective:

ANNEXATION
PLAN & DESCRIPTION
ACCEPTABLE
CORRELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

C-57-20

By FR Date 10/16/2020

PROPOSED ANNECATION
13.24 ACRES



FROM: TOWNSHIP OF JACKSON

TO: CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military District Survey Number 1388, being all of those 3.65, 4.0, and 4 acre tracts conveyed to the City of Grove City, Ohio by deed of record in Instrument Number 202001070007634, that 0.466 acre tract conveyed to the City of Grove City, Ohio by deed of record in Instrument Number 202007300110799, and that 1.506 acre tract conveyed to the City of Grove City, Ohio by deed of record in Instrument Number 202009220143571, all references are to the records of the Recorder's Office, Franklin County, Ohio being more particularly described as follows:

BEGINNING at the common corner of said 3.65, 4.0, and 4 acre tracts and that 2 acre tract conveyed to South-Western City School District Board of Education by deed of record in Instrument Number 202006020076226, and an angle point in the existing City of Grove City corporation line as established by Ordinance Number C-53-05, of record in Instrument Number 200307250230509;

Thence southerly, with the easterly line of said 3.65 acre tract, said existing City of Grove City corporation line, a distance of approximately 486 feet to the northerly right-of-way line of Grove City Road (50 feet in width);

Thence westerly, with the northerly right-of-way line of said Grove City Road, across said 3.65 acre tract, a distance of approximately 311 feet to a point in the westerly line of said 3.65 acre tract;

Thence northerly, with the westerly line of said 3.65 acre tract, a distance of approximately 486 feet to a point in the southerly line of said 4.0 acre tract;

Thence westerly, with the southerly line of said 4.0 acre tract, a distance of approximately 731 feet to a point in the easterly right-of-way line of Demarest Road (50 feet in width), in the existing City of Grove City corporation line as established by Ordinance Number C-114-05, of record in Instrument Number 200604270078831;

Thence northerly, with the easterly right-of-way line of said Demarest Road, said existing City of Grove City corporation line (Ordinance Number C-114-05), across said 4.0 acre tract, a distance of approximately 508 feet to a point in the northerly line of said 4.0 acre tract;

Thence easterly, with the northerly line of said 4.0 acre tract, a distance of approximately 279 feet to a point at the southwesterly corner of said 0.466 acre tract;

Thence northerly, with the westerly line of said 0.466 acre tract, a distance of approximately 77 feet to a point in the southerly line of said 1.506 acre tract;

Thence westerly, with the southerly line of said 1.506 acre tract, a distance of approximately 28 feet to a point at the southwesterly corner of said 1.506 acre tract;

Thence northerly, with the westerly line of said 1.506 acre tract, a distance of approximately 233 feet to a point in the existing City of Grove City corporation line as established by Ordinance Number C-3-06, of record in Miscellaneous Volume 140, Page 132;

Thence easterly, with said existing City of Grove City corporation line (Ordinance Number C-3-06), with the northerly line of said 1.506 acre tract, a distance of approximately 191 feet to a point at a northeasterly corner of said 1.506 acre tract;

Thence southerly, with an easterly line of said 1.506 acre tract, a distance of approximately 23 feet to a point;

PROPOSED ANNEXATION

13.24+ ACRES

-2-

Thence easterly, with a northerly line of said 1.506 acre tract, a distance of approximately 99 feet to the northeasterly corner of said 1.506 acre tract, being an angle point in the existing City of Grove City corporation line as established by Ordinance Number C-11-15, of record in Instrument Number 201503200035085

Thence southerly, with said existing City of Grove City corporation line (Ordinance Number C-11-15), with the easterly line of said 1.506 and 0.466 acre tracts, a distance of approximately 288 feet to a point at the common corner of said 0.466, 4 and 4.0 acre tracts, an angle point in said existing City of Grove City corporation line (Ordinance Number C-11-15)

Thence easterly, continuing with said existing City of Grove City corporation line (Ordinance Number C-11-15), the northerly line of said 4 acre tract, a distance of approximately 566 feet to a point at the northeasterly corner of said 4 acre tract.

Thence southerly, with the easterly line of said 4 acre tract, a distance of approximately 306 feet to a point at the southeasterly corner of said 4 acre tract.

Thence westerly, with the southerly line of said 4 acre tract, partially with that existing City of Grove City corporation line as established by Ordinance Number C-29-90, of record in Official Record 15080H11, and partially with said existing City of Grove City corporation line (Ordinance Number C-23-03), a distance of approximately 566 feet to the POINT OF BEGINNING, containing 13.24 acres, more or less.

The total perimeter of the annexation area is 4475.61 feet, of which 2092.45 feet is contiguous with the City of Grove City by Ordinance Number C-23-03, Ordinance Number C-114-05, Ordinance Number C-3-66, Ordinance Number C-11-15 and Ordinance Number C-29-90, giving 46.7% perimeter contiguity.

This description is for annexation purposes only and is not to be used for transfer



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read "Heather L. King".

Heather L. King
Professional Surveyor No. 8307

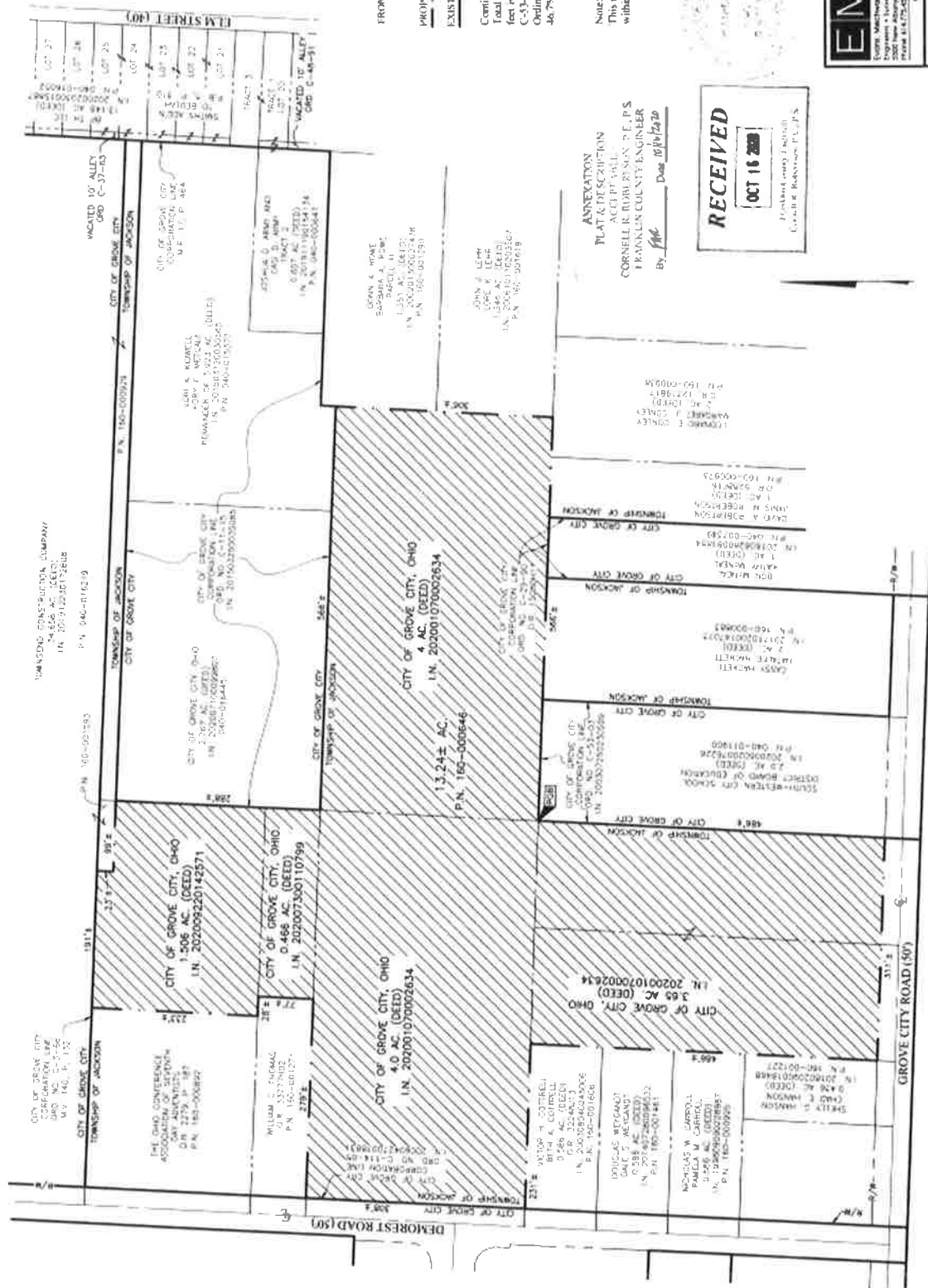
10/15/20

Date

PROPOSED ANNEXATION OF 13.24± ACRES

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO



ARLINGTON ANNEXED

FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

UNINCORPORATED CITY OF GROVE CITY, OHIO IS A DON LINE

EXISTING CITY OF GROVE CITY CORPORATE LIMITS

Confidentiality Note

Total perimeter of annexation area is 4473.61 feet, of which 2902.45 feet is contiguous with the City of Grove City by Ordinance Number C-3-3-03, Ordinance Number C-11-4-05, Ordinance Number C-3-4-06, Ordinance Number C-11-1-15, and Ordinance Number C-20-00, giving 46.7% perimeter contiguous.

Name: _____

This amendment does not create islands of unincorporated areas within the limits of the area to be annexed.

ABSTRACT

ANEXATION
PLAT & DESCRIPTION

ACCEPTED FOR PUBLICATION

[illegible]

RECEIVED

103

OCT 16 2001

23

collected every 1 month,

EMHT

Date June 16, 2020

Scale: 1" = 100'

1

Lab No. 2019-1065

Sheet 1 of 2

517A/5

2997101

1000

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

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

ORDINANCE C-58-20

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

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

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

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

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

SECTION 2. This Ordinance is hereby declared to be an emergency measure for the health, safety, and general welfare of the community, in that securing this property immediately will provide better security for any U.S.62 development.

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-58-20
Exhibit A

ANNEXATION AGREEMENT CITY OF GROVE CITY OHIO

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

I. BACKGROUND

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

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

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

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

II. TERMS AND CONDITIONS

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

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

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

LS

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

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

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

E. CRA and NCA.

1. CRA. The City agrees to expand the existing pre-1994 Community Reinvestment Area (the "CRA") to include the Property. Subject to Section II(E)(2) below, the inclusion of the Property into the CRA will make the Property eligible for a 100%, 15 year real property tax exemption for new construction on the Property. The tax exemption will not apply to construction used for agricultural purposes but will apply to new construction on the Property occurring after the Property is rezoned to a zoning classification that permits uses other than agriculture.
2. NCA. Property Owner acknowledges that the expansion of the CRA will include multiple properties, including the Property. Property Owner agrees to petition, after the successful expansion of the CRA, along with other property owners, for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") for the purpose of causing property owners within the expanded CRA area to pay a community development charge equal to fifteen percent (15%) of the real property taxes that would have been due but for the tax abatement created by the CRA. The proceeds of the NCA charge will be paid to the Community Authority that must use the funds for future public infrastructure benefiting the CRA expanded area. The net affect of the NCA

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

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

1. Income Tax. As an incentive for the annexation of the Property and the inclusion of the Property in the NCA, the City agrees to enter into an economic development grant with the Property Owner to make a grant to the Property Owner, any share cropper, or any lessee of the Property, payable from non-tax revenues of the City, in an amount equal to any City income taxes paid on any income derived from agricultural activities, to include the growing of crops on the Property, timber extraction, and similar pasturage, horticulture, viticulture, animal and poultry husbandry, falling within City Code Section 1135.16 (acknowledging that such activities cannot create unsanitary conditions, health or safety hazard or offensive noise and odors). The annual grant payments shall be made by the City no later than the date which is sixty (60) days after the date in which the income tax remittance is received by the City from the Regional Income Tax Agency ("RITA"), and all tax returns and submissions for a given tax year have been finalized.
2. Utilities. The City shall not require Property Owner to extend utilities to the Property nor will the City impose any special assessments or other charges on the Property, unless otherwise agreed to by Property Owner.
3. Improvements. The City shall not require any involuntary physical improvements to the Property.

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

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

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

I. Miscellaneous.

1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.
2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impractically, and/or acts of God.
3. Remedies. Except as otherwise limited by ORC Chapter 2744 as to action for or against the City, and in addition to Property Owner's remedy set forth in Section II(G), the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.
4. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City. This Section II(I)(4) does not limit the City's review and approval for subdividing or splitting parcels of land from a larger tract.

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

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

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

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

6. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
7. Entire Agreement Merger Clause; Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.
9. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.
12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

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

Signed as of the ____ day of October, 2020

[Signatures on Following Page]

City of Grove City

by: _____

Date: _____

per authority granted by

Ordinance No.: _____

Passed _____, 2020.

Property Owner

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

By: Louise Crago
Louise Crago, Successor Co-Trustee

Date: 10/1/2020

By: Laura J. Sidner
Laura J. Sidner, Successor Co-Trustee

Date: 10-1-2020

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

By: Elizabeth Ann Sidner
Elizabeth Ann Sidner, Trustee

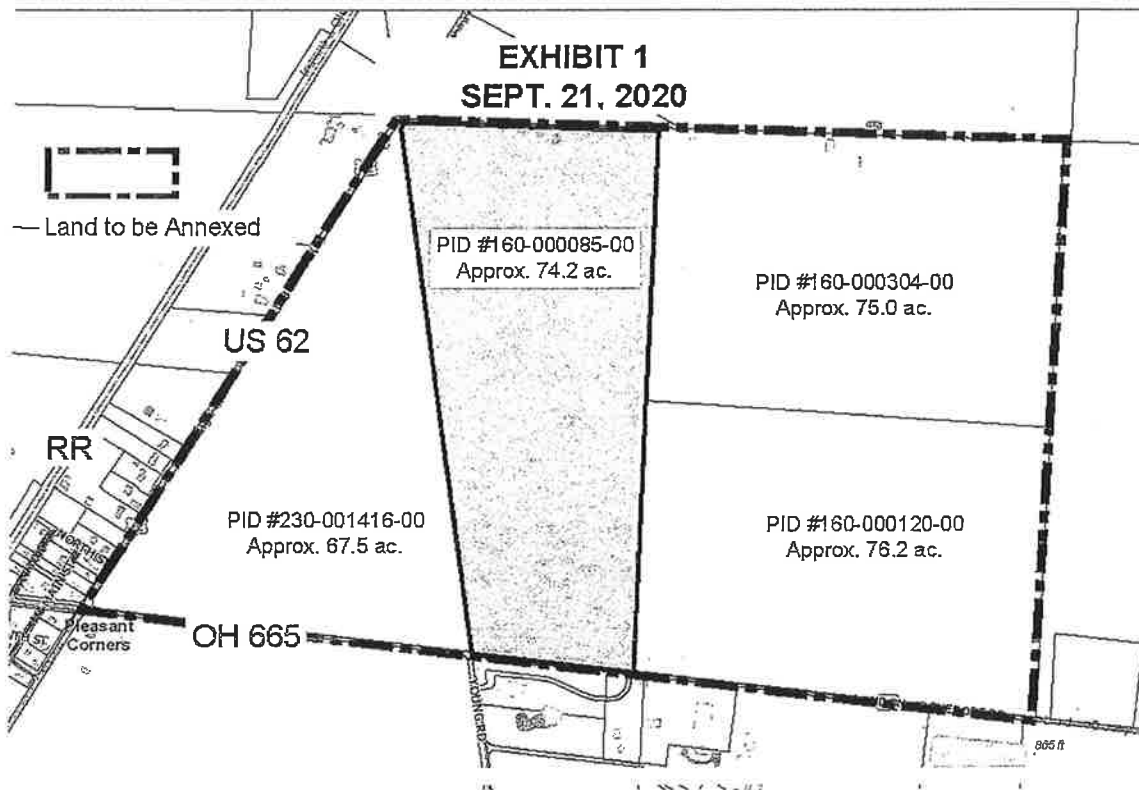
Date: 10/1/2020

Approved as to Form:

Stephen J. Smith, Law Director

Exhibit "1"

(Depiction of Sidner Land to be Annexed)



Notes:

- (1) Parcel acreages are approximate and will be confirmed by survey prior to annexation.
- (2) Total acreage to be annexed is approximately 293, to be confirmed by survey prior to annexation.
- (3) All land that is part of Parcel # 230-001416-00 that is west of U.S. Route 62 is excluded from this annexation.

Exhibit Z
(Annexation Petition)



Franklin County
Board of Commissioners

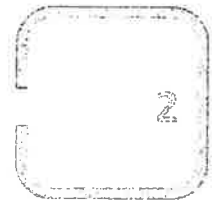
**ECONOMIC DEVELOPMENT
& PLANNING**

Economic Development & Planning Department
James Schimmer, Director

Application for
**Annexation
Petition**

Expedited Type 2

Pursuant to ORC §709.023



Property Information

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

Parcel ID(s): Part of 230-001416, and all of 160-000085,
160-000304 and 160-000120

Total Acreage:
293+/-

From Township:
Jackson and Pleasant

To Municipality:
Grove City

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name: See Attached Exhibit A

Address:

Phone #

Fax #

Email:

Attorney/Authorized Agent Information

Name: Donald Plank, Plank Law Firm, LPA

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

Phone # (614) 947-8600

Fax # (614) 228-1790

Email: dtp@planklaw.com

Staff Use Only

Case # ANX-

Hearing Date:

Date Filed:

Fee Paid:

Receipt #:

Received By:

Notification Deadline (5 days):

Svc Statement Deadline (20 days):

Document Submission

The following documents must
accompany this application on letter-sized
8 1/2" x 11" paper:

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

Petitioners Signature

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

Property Owner

Date

Property Owner

Date

Attorney or Authorized Agent

Date

Attorney or Authorized Agent

Date

Exhibit A

Property Owner Information

Names:

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

Address: 1499 Hiatt Road, Clarksville, Ohio 45113

Phone Number: (937) 289-3167

Fax Number: NONE

Email: steven_crago@aol.com

HS

Date: 10/27/20
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-59-20
1st Reading: 11/02/20
Public Notice: 11/03/20
2nd Reading: 11/16/20
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-59-20

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 0.54+ ACRES LOCATED AT 5486 JACKSON PIKE IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 0.54+ acres, more or less, in Jackson Township was duly filed by Townsend Construction Company; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on July 14, 2020; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on August 28, 2020.

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

SECTION 1. The proposed annexation, as applied for in the petition of Townsend Construction Company, being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on May 05, 2020 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on July 14, 2020, be and the same is hereby accepted.

Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 1388. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be PUD-R, Planned Unit Development - Residential, and shall be placed in Ward 1. A map is attached as "Exhibit B" and made a part hereof.

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

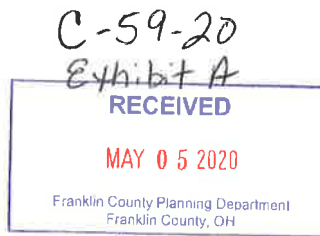
SECTION 4. This ordinance shall take effect at the earliest opportunity allowed by law.

Christine Houk, President of Council

Passed:

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

By [Signature] Date 3/16/2020



LEGAL DESCRIPTION

DESCRIPTION OF 0.540 ACRES +/- TO BE ANNEXED FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey 1388, and being those tracts of land conveyed to Townsend Construction Company, a 0.053 acre tract known as PID 160-001593 and a 0.487 acre tract known as PID 160-000929, of record in Instrument Number 201912230172808 and a corrective deed in Instrument Number 201912260173654;

Beginning For Reference at the northeasterly corner of a 4.037 acre tract of land as conveyed to The Ohio Conference of Seventh Day Adventists, of record in Deed Book 2279, Page 187, the southwesterly corner of a 34.658 acre tract as conveyed to Townsend Construction Company, of record in Instrument Number 201912230172808 and a corrective deed in Instrument Number 201912260173654, being on the easterly right of way of Demorest Road and on an existing southwesterly corner of a corporation line of Grove City by Ordinance Number C-3-66, Case Number 16, of record in Miscellaneous Record 140-132;

Thence, easterly along the northerly line of said 4.037 acre tract and said existing corporation line a distance of approximately 441 feet to the **True Point of Beginning**;

Thence, easterly continuing along said existing corporation line and the northerly lines of said PID 160-001593 and PID 160-000929, a distance of approximately 1023 feet to a point on the westerly line of a 13.148 acre tract of land as conveyed to BP TH LLC, of record in Instrument Number 202002030015887, and a westerly corporation line of an existing Grove City corporation line by Case Number 24, of record in Miscellaneous Record 17-464 and Plat Book 15, Page 17;

Thence, southerly along said westerly line, a distance of approximately 23 feet to a point;

Thence, westerly along the southerly lines of said PID 160-001593 and PID 160-000929, and the northerly line of a 5.923 acre tract of land as conveyed to Lori A. Kidwell and Kory F. Metcalf, of record in Instrument Number 201503120030565 and along the existing corporation line of the City of Grove City by Ordinance Number C-11-15, Case Number 27-14 and Instrument Number 201503200035085, a distance of approximately 923 feet to a point;

Thence, westerly along said PID 160-001593, a distance of approximately 100 feet to a point;

Thence, northerly along an easterly line of said 4.037 acre tract, a distance of approximately 23 feet to the **True Point of Beginning** and containing 0.540 acres of land, more or less, being all out of Jackson Township.

The annexation description of the location of the property to be annexed and is not a boundary survey as defined in O.A.C. Chapter 4733.37. The above annexation contains a perimeter distance of 1046 feet contiguous with the existing City of Grove City Corporation Line by Ordinance Number C-3-66 and 923 feet contiguous with the existing City of Grove City Corporation Line by Ordinance Number C-11-15 and a total perimeter of 2092 feet to be annexed, and 94% of the perimeter length is contiguous to the City of Grove City line.



CESO, Inc.

[Signature]
Anthony Williams, PS, S-7726

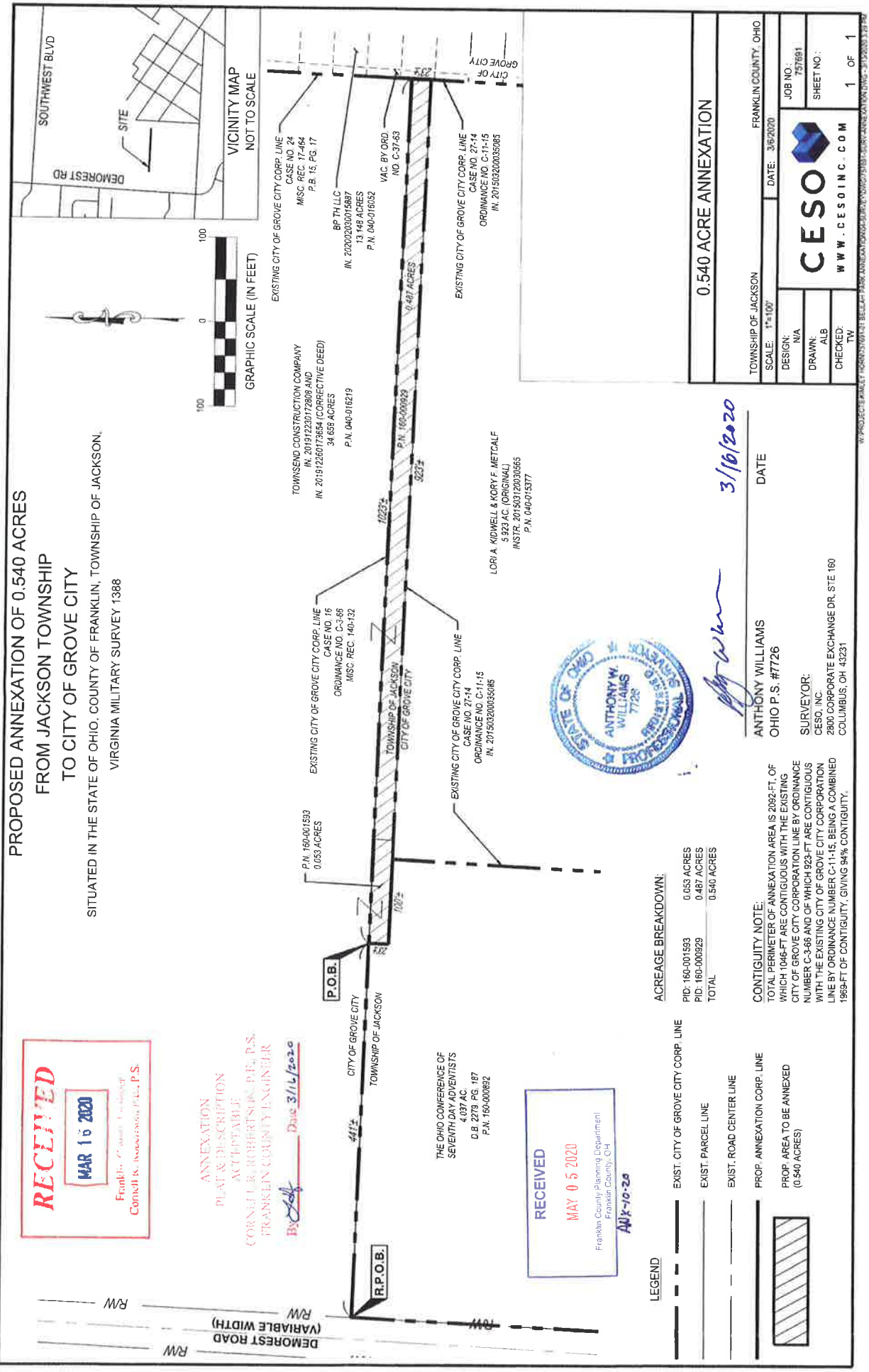
3/16/2020

Date

757691-SURV-ANNEX DESC-0.540 AC.docx
3/13/2020



C-59-20



PROPOSED ANNEXATION OF 0.540 ACRES
FROM JACKSON TOWNSHIP
TO CITY OF GROVE CITY
SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, TOWNSHIP OF JACKSON,
VIRGINIA MILITARY SURVEY 1388

RECEIVED
MAR 16 2020
Franklin County Planning Department
Cornell R. Anderson, P.L.L.P.S.

ANNEXATION
PLAN & DESCRIPTION
ACCEPTABLE
CORNELL R. ANDERSON, P.L.L.P.S.
FRANKLIN COUNTY ENGINEER
By: [Signature] Date: 3/16/2020

THE OHIO CONFERENCE OF
SEVENTH DAY ADVENTISTS
4.037 AC.
D.B. 2278 PG. 187
P.N. 160-000892

RECEIVED
MAY 05 2020
Franklin County Planning Department
Franklin County, OH
AUG-10-20

ACREAGE BREAKDOWN:

PID: 160-001593	0.053 ACRES
PID: 160-000929	0.487 ACRES
TOTAL	0.540 ACRES

LEGEND

---	EXIST. CITY OF GROVE CITY CORP. LINE
---	EXIST. PARCEL LINE
---	EXIST. ROAD CENTER LINE
---	PROP. ANNEXATION CORP. LINE
---	PROP. AREA TO BE ANNEXED (0.540 ACRES)

CONTIGUITY NOTE:
TOTAL PERIMETER OF ANNEXATION AREA IS 2092-FT. OF WHICH 1046-FT. ARE CONTIGUOUS WITH THE EXISTING CITY OF GROVE CITY CORPORATION LINE BY ORDINANCE NUMBER C-3-66 AND OF WHICH 923-FT. ARE CONTIGUOUS WITH THE EXISTING CITY OF GROVE CITY CORPORATION LINE BY ORDINANCE NUMBER C-11-15, BEING A COMBINED 1969-FT. OF CONTIGUITY, GIVING 94% CONTIGUITY.

ANTHONY WILLIAMS
OHIO P.S. #7726
DATE: 3/16/2020
SURVEYOR:
CESO, INC.
2800 CORPORATE EXCHANGE DR, STE 160
COLUMBUS, OH 43231

0.540 ACRE ANNEXATION

TOWNSHIP OF JACKSON	FRANKLIN COUNTY, OHIO
SCALE: 1"=100'	DATE: 3/6/2020
DESIGN: N/A	JOB NO.: 757881
DRAWN: ALB	SHEET NO.:
CHECKED: TW	1 OF 1

CESO
WWW.CESOCINC.COM

Date: 10/27/20
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Rauch
Sponsor: Mr. Holt
Emergency: _____
Current Expense: _____

No.: CR-44-20
1st Reading: 11-02-20
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR-44-20

AN ORDINANCE TO TEMPORARILY WAIVE THE PROVISIONS OF SECTION 1135.09(b)(12)1s REQUIRING A SPECIAL USE PERMIT FOR OUTDOOR SEATING AND ESTABLISH REGULATIONS FOR SAID TEMPORARY OUTDOOR SEATING AREAS

WHEREAS, the State of Ohio has mandated that all interior seating areas of restaurants comply with social distancing measures; and

WHEREAS, said distancing measures will impact the number of tables within a restaurant and therefore the number of patrons the restaurant is able to serve; and

WHEREAS, the City of Grove City wishes to partner with local businesses to establish a policy to help strengthen businesses in a safe manner; and

WHEREAS, outdoor seating areas typically require a Special Use Permit per Section 135.09(b)(12)1 of the Codified Ordinances; and

WHEREAS, the City of Grove City has established regulations for temporary outdoor seating areas to permit restaurants to provide safe areas outside to expand their seating capacity without requiring a Special Use Permit, during this unusual time.

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

SECTION 1. Section 1135.09(b)(12)1s is hereby waived until the State mandated indoor dining regulations, due to COVID-19, are lifted for those who adhere to the Rules and Regulations set forth in Exhibit "A".

SECTION 2. This Council hereby accepts the attached Exhibit A, Regulations for Temporary Outdoor Seating, in Response to COVID-19 Indoor Seating Social Distancing Restrictions.

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

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution



REGULATIONS FOR TEMPORARY OUTDOOR SEATING
IN RESPONSE TO COVID-19 INDOOR SEATING SOCIAL DISTANCING RESTRICTIONS

INTENT OF TEMPORARY OUTDOOR SEATING POLICY

In the wake of the COVID-19 pandemic and the impacts it has had on the restaurant industry, specifically on those businesses that rely heavily on on-premise dining, the City has developed the following policy to provide an avenue to recapture some revenue- generating square footage lost due to social distancing requirements. The goal of this policy is to establish the parameters by which the City can review and authorize the temporary placement and use of outdoor facilities to create safe, temporary outdoor seating areas during state-mandated indoor seating restrictions due to COVID-19.

GENERAL REQUIREMENTS

- Outdoor seating areas shall only be permitted in association with restaurants or businesses where the preparation and serving of food and/or beverages is primarily conducted on-site.
- Outdoor seating areas must comply with all applicable Health Department regulations and Ohio liquor laws.
- Outdoor seating areas shall only be open during normal hours of operation for the restaurant.
- Outdoor seating areas shall be located on the same tax parcel as the primary business operation.
 - Businesses wishing to utilize a portion of the public right-of-way for outdoor seating must apply for a Right-of-Way Encroachment Agreement for Outdoor Seating.

SEATING AREA PLACEMENT REQUIREMENTS

- Any outdoor seating area shall be configured in a manner to maintain safe and sufficient ingress/egress and shall not impair pedestrian and vehicular circulation around the building and site.
- Must allow for the safe maneuverability of emergency services around the site.
- Shall not exceed more than 25-percent of the parking area for single site or 10-percent for those businesses located in multi-tenant developments. Multi-tenant developments are permitted to have multiple tenants with temporary outdoor seating areas; however, the total area occupied by temporary outdoor seating areas cannot exceed 25% of the parking area.
- Must not inhibit the use of another property or tenant space (if within a multi-tenant commercial building).
- Seating area must be separated from vehicular areas either through landscape planters, fencing, bollards, curbing or other method(s).
- Seating area must be within a clearly defined area.
 - Fencing, roping, or other mechanisms must be used to designate the area. Barrier height shall be no less than 36" and no more than 42".

- Landscape planters, trash receptacles and other larger objects are encouraged around the perimeter to create further visual separation.

SEATING AREA ARRANGEMENT REQUIREMENTS

- Tables must be spaced to comply with social distancing guidelines.
- Trash receptacles must be made available within the outdoor seating area.
- Fixtures associated with the seating area are encouraged to match the character of fixtures utilized throughout the development.
- Umbrellas must be free of signage, logos, or advertisements
- No signage (temporary or permanent) aside from signage required to comply with state mandated COVID-19 regulations, or other safety regulations shall be used within or attached to any barriers, furniture, or fixtures associated with the outdoor seating area.
- Space heaters or other portable heaters may be used provided they meet all necessary building, fire and other safety codes.
- Areas are to be maintained on a regular basis and are to be free of trash and debris.

REVIEW PROCESS/INSPECTION/COMPLIANCE

- Under the general direction of the Safety Director, the Building Division is charged with the administration of the review and inspection process.
- Applications for a COVID-19 Temporary Outdoor Seating Permit shall be accompanied by a narrative describing the nature of the request and a site plan showing the location of the seating area as well as improvements and fixtures associated with the seating area. Additional information may be required as noted on the application in order to ensure that the above requirements for the seating area are met.
- All requests shall be processed within ten (10) business days from receipt of a completed application.
- Prior to occupying/utilizing any temporary outdoor seating area the Building Division shall conduct an inspection to ensure compliance with the submitted permit application.
- Once in operation, if a temporary outdoor seating area is found to be noncompliant with any regulation, the property owner will be notified, and operations may be ceased until all deficiencies are resolved.
 - The City shall have the right to revoke, suspend, or terminate any Permit when, in the Safety Director's determination, any of the following occur:
 - Applicant breaches any of the rules and regulations
 - Applicant ceases to utilize the Permit
 - Circumstances change such that operation of the Permit is no longer in the best interest of the community's public health, safety, and welfare

NOTE: Additional permits may be required from the Building Division and Jackson Township Fire Department depending on the proposed improvements associated with the seating area.

EFFECTIVE PERIOD AND CONTINUATION OF OUTDOOR SEATING AREAS

- An approved Temporary Outdoor Seating Permit shall be valid for 180 days or until state-mandated indoor dining restrictions are lifted, whichever comes first.
- After COVID-19 interior seating restrictions from the State of Ohio are lifted, a business wishing to maintain their established temporary outdoor seating area in compliance with the above noted regulations must do so with the approval of a special use permit. Additional standards and criteria may need to be met during the special use permit review process if the temporary area will become permanent. All other temporary outdoor seating areas will be required to cease operation.

Date: 09/16/20
Introduced By: Mr. Schlabach
Committee: Safety
Originated By: Mr. Schlabach
Sponsor: _____
Emergency: 30 Days X
Current Expense: _____

No.: C-51-20
1st Reading: 09/21/20
Public Notice 09/22/20
2nd Reading: 10/05/20
Passed: _____ Rejected: _____
Codified: Code No:
Passage Publication: _____

Postponed to 11-2

ORDINANCE C-51-20

AN ORDINANCE TO AMEND VARIOUS SECTIONS OF CHAPTER 718 OF THE CODIFIED ORDINANCES TITLED FOOD AND BEVERAGE STREET VENDORS

WHEREAS, Council adopted Ordinance C-25-15 enacting Chapter 718 - Food Trucks and Beverage Vendors on April 20, 2015; and

WHEREAS, the current daily fee established is cost prohibitive to some vendors; and

WHEREAS, a redundancy exists in two Sections regarding the conviction of a crime; and

WHEREAS, the modern average mobile food vendor truck has increased in size and it is appropriate to amend our requirements accordingly; and

WHEREAS, much has been learned since the inception of this Chapter and the large protective zone around the food vendor and the requirement for written permission needs to be adjusted.

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 718.03 is hereby amended as follows:

(b) A separate yearly application and permit is required for each individual vending device. The application shall contain the following information:

~~(7) Whether the applicant has ever been convicted of a felony or misdemeanor involving moral turpitude, force or violence, and, if so, a description of the violation and the date it occurred; and~~

All remaining numbers under 718.03(b) shall be renumbered accordingly.

(c) (1) A person vending from a Restricted or Unrestricted Mobile Food non-motorized wagon or cart, whose owner resides within the corporation limits of Grove City shall be ~~\$10.00 per day~~ \$75.00 per calendar year; an owner who resides outside the corporation limits of Grove City shall be ~~\$20.00 per day~~ \$100.00 per calendar year.

SECTION 2. Section 718.05 is hereby amended as follows:

(a) (1) Operate a vending device larger than ~~twenty-two (22) feet~~ thirty-five (35) feet in length and eight and one half (8.5) feet in width;

- (9) Stop, stand, park, or conduct business within ~~five hundred (500)~~ fifty (50) feet of the primary entrance of an open and operating fixed-location food service establishment, including but not limited to, restaurants, delis, or bakeries. This buffer may be reduced upon receiving written permission from said establishments, so long as those establishments will be in service during the time that the street vendor applicant will be in service.

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

Passed:

Effective:

Christine Houk, President of Council

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: 09/16/20
Introduced By: Mr. Schlabach
Committee: Safety
Originated By: Mr. Schlabach
Sponsor: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-51-20
1st Reading: 09/21/20
Public Notice 09/22/20
2nd Reading: 10/05/20
Passed: _____ Rejected: _____
Codified: Code No:
Passage Publication: _____

*Amended
Replacement
Ordinance*

ORDINANCE C-51a-20

AN ORDINANCE TO AMEND VARIOUS SECTIONS OF CHAPTER 718 OF THE CODIFIED ORDINANCES TITLED FOOD AND BEVERAGE STREET VENDORS

WHEREAS, Council adopted Ordinance C-25-15 enacting Chapter 718 - Food Trucks and Beverage Vendors on April 20, 2015; and

WHEREAS, the current daily fee established is cost prohibitive to some vendors; and

WHEREAS, a redundancy exists in two Sections regarding the conviction of a crime; and

WHEREAS, the modern average mobile food vendor truck has increased in size and it is appropriate to amend our requirements accordingly; and

WHEREAS, much has been learned since the inception of this Chapter and the large protective zone around the food vendor and the requirement for written permission needs to be adjusted.

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 718.03**(b)** is hereby amended as follows:

(b) A ~~separate~~ yearly application and daily permit is required for each individual vending device. The application shall contain the following information: . . .

SECTION 2. Section 718.05 is hereby amended as follows:

- (a) (1) Operate a vending device larger than ~~twenty-two (22) feet~~ thirty-five (35) feet in length and eight and one half (8.5) feet in width;
- (9) Stop, stand, park, or conduct business within five hundred (500) feet of the primary entrance of an open and operating fixed-location food service establishment, including but not limited to, restaurants, delis, or bakeries. This buffer may be ~~reduced~~ waived upon receiving written permission from said establishments, or if the street vendor is not selling "like" food items.

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

Christine Houk, President of Council

Date: 10-21-20
Introduced By: Mr. Schlabach
Committee: Safety
Originated By: Mr. Schottke
Approved: _____
Emergency: XX
Current Expense: _____

No.: CR-45-20
1st Reading:
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION CR-45-20

A RESOLUTION TO URGE GOVERNOR DEWINE AND THE OHIO LEGISLATURE TO EXTEND THE DEADLINE FOR OPERATING PUBLIC MEETINGS ELECTRONICALLY

WHEREAS, on March 27, 2020, the Ohio Legislature passed House Bill 197, which includes a provision to: *allow state boards & commissions, local & county governments, and higher education boards to operate meetings electronically during the declared emergency but not beyond December 1, 2020, so long as the public is aware and can participate electronically; and*

WHEREAS, Ohio has experienced a large spike of positive COVID19 cases recently; and

WHEREAS, on Oct. 20, 2020, Ohio Gov. Mike DeWine called the virus a "red tide going all the way across Ohio", with approximately 29 Counties in Ohio currently at Level 3 - Very High Risk of exposure; and

WHEREAS, with the increase of the COVID-19 cases and the deadline of December 01, 2020 quickly approaching there is an immediate need to address the safety and security of our Ohio communities by extending this deadline, and

WHEREAS, it has been announced that Senator Fedor has introduced SB 365 to extend this deadline, which is a step in the right direction to preserve the health, safety and general welfare of all Ohioans.

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

SECTION 1. This Council and Mayor hereby urges Governor Mike DeWine and the Ohio Legislature to approve an extension of the operation of public meetings to take place in an electronic setting until the Emergency is lifted.

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

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 10-21-20
Introduced By: Mr. Schlabach
Committee: Safety
Originated By: Mr. Schottke
Approved: _____
Emergency: XX
Current Expense: _____

No.: CR-46-20
1st Reading:
Public Notice:
2nd Reading:
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR-46-20

A RESOLUTION TO URGE THE FEDERAL GOVERNMENT TO EXTEND THE DEADLINE FOR THE USE OF CARES ACT FUNDING

WHEREAS, in March, 2020, the United States was hit with the Coronavirus and a pandemic was declared; and

WHEREAS, Congress quickly acted to assist States, Counties, Townships, Municipalities, Businesses and the citizens of the United States; and

WHEREAS, it was unknown how long this Pandemic would last and the timeline to assist our citizenry was set for December 01, 2020; and

WHEREAS, the Pandemic has caused elective, competitive demand on goods and services; and

WHEREAS, installation of COVID-19 HVAC changes have been delayed due to requirements of competitive bidding and backlog of needed equipment and installation by companies and agencies; and

WHEREAS, with the delay in receiving these funds and the limited resources available early on, the need for additional time to incur these funds is necessary to insure proper assistance is provided.

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

SECTION 1. Due to the continuation of the COVID-19 pandemic, an extension of the CARES Act completion date needs to be extended at least to July 1st, 2021.

SECTION 2. This Council and Mayor hereby urge Representatives Stivers & Beaty, and Senators Brown & Portman to secure an extension for the use of the CARES Act Funding for the health, safety and general welfare of our citizenry.

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

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

Date: 10/27/20
Introduced By: Mr. Holt
Committee: Finance
Originated By: Clerk
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-60-20
1st Reading: 11/02/20
Public Notice: 11/03/20
2nd Reading: 11/16/20
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-60-20

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-60-20

Table 3 - Final Assessment Values

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

Date: 10-22-20
Introduced By: Mr. Holt
Committee: Finance
Originated By: Clerk
Sponsor: _____
Emergency: 30 Days
Current Expense: _____

No.: C-61-20
1st Reading: 11/02/20
Public Notice: 11/03/20
2nd Reading: 12/07/20
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-61-20

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE CONSTRUCTION OF VARIOUS SIDEWALKS IN THE CITY OF GROVE CITY, OHIO

WHEREAS, this Council did, on the 15th day of July, 2019 duly adopt Resolution No. CR-32-19 declaring the necessity of constructing certain sidewalks in front of properties abutting Dennis Lane and Homecomer Drive in accordance with Ohio Revised Code Section 729; and

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

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

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

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

SECTION 1. The list of estimated assessments of the cost of constructing certain sidewalks in the City of Grove City, Ohio as provided for in said Resolution CR-32-19 heretofore reported to this Council and now on file in the office of the Clerk of this Council, and aggregating in the amounts as shown on the attached exhibit for the sidewalks be and the same hereby are adopted and confirmed.

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

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

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

SECTION 5. The total assessment against each lot and parcel of land shall be payable in cash to the Director of Finance of said City within thirty days after the passage of this ordinance, or, at the option of the property owner, assessed in twenty (20) annual installments. All assessments and installments thereof which have not been paid at the expiration of said thirty-day period shall be certified by the Clerk of this Council to the County Auditor to be placed by him on the tax duplicate and collected at the same time and in the same manner as other taxes are collected, as provided by law.

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

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

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

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

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-61-20

EXHIBIT A

**2019 SIDEWALK PROGRAM
PROPERTY SUMMARY
FINAL COST OF SPECIAL ASSESSMENT
(9/21/2020)**

Address	Parcel ID	Total Construction Cost	Actual City Construction Cost	Actual Assessment (Resident) Construction Cost
2875 DENNIS LANE ✓	040-002658	\$ 9,470.14	\$ 5,717.09	\$ 3,753.05
2899 DENNIS LANE ✓	040-002616	\$ 4,798.28	\$ 2,399.14	\$ 2,399.14
2905 DENNIS LANE ✓	040-002617	\$ 2,649.67	\$ 1,545.36	\$ 1,104.31
2911 DENNIS LANE ✓	040-002618	\$ 4,202.10	\$ 2,101.05	\$ 2,101.05
2786 HOMECOMER DRIVE ✓	040-001514	\$ 5,821.67	\$ 3,502.96	\$ 2,318.71
2794 HOMECOMER DRIVE ✓	040-001513	\$ 1,752.66	\$ 876.33	\$ 876.33
2798 HOMECOMER DRIVE ✓	040-001512	Property Owner Completed Work		
2799 HOMECOMER DRIVE ✓	040-001480	\$ 1,943.82	\$ 971.91	\$ 971.91
2804 HOMECOMER DRIVE ✓	040-001511	\$ 3,127.92	\$ 1,563.96	\$ 1,563.96
2805 HOMECOMER DRIVE ✓	040-001481	\$ 1,618.31	\$ 809.15	\$ 809.15
2811 HOMECOMER DRIVE ✓	040-001482	\$ 4,867.39	\$ 2,564.32	\$ 2,303.07
2812 HOMECOMER DRIVE ✓	040-001510	\$ 3,542.16	\$ 1,771.08	\$ 1,771.08
2820 HOMECOMER DRIVE ✓	040-001509	\$ 1,606.27	\$ 803.14	\$ 803.14
2821 HOMECOMER DRIVE ✓	040-001483	\$ 6,189.20	\$ 3,209.55	\$ 2,979.65
2831 HOMECOMER DRIVE ✓	040-001484	\$ 1,620.22	\$ 810.11	\$ 810.11
2838 HOMECOMER DRIVE ✓	040-001507	\$ 3,216.24	\$ 1,608.12	\$ 1,608.12
2839 HOMECOMER DRIVE ✓	040-001485	\$ 2,640.11	\$ 1,320.05	\$ 1,320.05
2847 HOMECOMER DRIVE ✓	040-001486	\$ 1,326.60	\$ 663.30	\$ 663.30
2853 HOMECOMER DRIVE ✓	040-001487	\$ 3,158.83	\$ 1,656.45	\$ 1,502.37
2854 HOMECOMER DRIVE ✓	040-001505	\$ 3,004.24	\$ 1,502.12	\$ 1,502.12
2861 HOMECOMER DRIVE ✓	040-002599	\$ 2,744.70	\$ 1,372.35	\$ 1,372.35
2862 HOMECOMER DRIVE ✓	040-002673	\$ 2,981.70	\$ 1,490.85	\$ 1,490.85
2870 HOMECOMER DRIVE ✓	040-002672	\$ 507.31	\$ 253.65	\$ 253.65
2875 HOMECOMER DRIVE ✓	040-002601	\$ 1,593.01	\$ 796.51	\$ 796.51
2878 HOMECOMER DRIVE ✓	040-002671	\$ 2,580.84	\$ 1,290.42	\$ 1,290.42
2883 HOMECOMER DRIVE ✓	040-002602	\$ 288.90	\$ 144.45	\$ 144.45
2889 HOMECOMER DRIVE ✓	040-002603	\$ 747.89	\$ 373.95	\$ 373.95
3811 HOMECOMER DRIVE ✓	040-002615	\$ 13,660.71	\$ 7,773.86	\$ 5,886.86
3812 HOMECOMER DRIVE ✓	040-002659	\$ 1,237.65	\$ 618.82	\$ 618.82

EXHIBIT A
2019 SIDEWALK PROGRAM
PROPERTY SUMMARY
FINAL COST OF SPECIAL ASSESSMENT
(9/21/2020)

Address	Parcel ID	Total Construction Cost	Actual City Construction Cost	Actual Assessment (Resident) Construction Cost
3820 HOMECOMER DRIVE ✓	040-002660	\$ 3,459.95	\$ 1,729.98	\$ 1,729.98
3828 HOMECOMER DRIVE ✓	040-002661	\$ 3,132.01	\$ 1,566.01	\$ 1,566.01
3833 HOMECOMER DRIVE ✓	040-002614	\$ 3,081.60	\$ 1,540.80	\$ 1,540.80
3834 HOMECOMER DRIVE ✓	040-002662	\$ 2,754.02	\$ 1,758.36	\$ 995.66
3840 HOMECOMER DRIVE ✓	040-002663	\$ 3,503.62	\$ 1,988.71	\$ 1,514.91
3843 HOMECOMER DRIVE ✓	040-002613	\$ 3,295.22	\$ 1,647.61	\$ 1,647.61
3848 HOMECOMER DRIVE ✓	040-002664	\$ 4,338.77	\$ 2,169.39	\$ 2,169.39
3851 HOMECOMER DRIVE ✓	040-002612	\$ 1,643.70	\$ 821.85	\$ 821.85
3854 HOMECOMER DRIVE ✓	040-002665	\$ 3,722.03	\$ 1,861.01	\$ 1,861.01
3857 HOMECOMER DRIVE ✓	040-002611	\$ 231.12	\$ 115.56	\$ 115.56
3860 HOMECOMER DRIVE ✓	040-002666	\$ 3,416.31	\$ 1,708.16	\$ 1,708.16
3865 HOMECOMER DRIVE ✓	040-002610	\$ 3,131.70	\$ 1,565.85	\$ 1,565.85
3870 HOMECOMER DRIVE ✓	040-002667	\$ 3,436.84	\$ 1,718.42	\$ 1,718.42
3871 HOMECOMER DRIVE ✓	040-002609	\$ 2,233.93	\$ 1,378.90	\$ 855.03
3880 HOMECOMER DRIVE ✓	040-002668	\$ 5,144.26	\$ 2,687.08	\$ 2,457.18
3885 HOMECOMER DRIVE ✓	040-002607	\$ 2,611.66	\$ 1,305.83	\$ 1,305.83
3890 HOMECOMER DRIVE ✓	040-002669	\$ 3,784.64	\$ 1,892.32	\$ 1,892.32
3893 HOMECOMER DRIVE ✓	040-002606	\$ 3,606.68	\$ 1,995.94	\$ 1,610.74
3900 HOMECOMER DRIVE ✓	040-002670	\$ 4,060.42	\$ 2,030.21	\$ 2,030.21
3901 HOMECOMER DRIVE ✓	040-002605	\$ 3,191.03	\$ 1,595.52	\$ 1,595.52
3909 HOMECOMER DRIVE ✓	040-002604	\$ 1,297.02	\$ 800.66	\$ 496.36
2830 HOMECOMER DRIVE ✓	040-001508	\$ 6,443.53	\$ 3,336.72	\$ 3,106.82
2846 HOMECOMER DRIVE	040-001506	\$ 3,823.33	\$ 1,911.66	\$ 1,911.66
2791 HOMECOMER DRIVE	040-001479	\$ 7,927.80	\$ 4,963.98	\$ 2,963.82

Date: 10/27/2020
Introduced By: Mr. Holt
Committee: Finnace
Originated By: Mr. Turner
Sponsor : Mr. Holt
Emergency: 30 Days: x
Current Expense:

No.: C-62-20
1st Reading: 11/02/20
Public Notice: 11/03/20
2nd Reading: 11/16/20
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-62-20

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

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

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

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

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

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

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

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

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

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

I Certify that there is money in the treasury, or is in the process of collection, to pay the within ordinance.

Michael A. Turner, Director of Finance

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

No. : C-63-20
1st Reading: 11/02/20
Public Notice: 11/03 /20
2nd Reading: 11/16 /20
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-63-20

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

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

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

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

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

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

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

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

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law



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

☐ New Agreement
☐ Renewal Agreement

CUSTOMER INFORMATION		Account Number:	
Company's Legal Name City of Grove City	D/B/A	Federal Tax ID Number	
Street Address 4035 Broadway	City Grove City	State OH	Zip Code +4 43123
Telephone Number			
CONTACT INFORMATION			
Primary Contact Todd Hurley	Contact Phone Number (614) 277-1725	Wireless Number	E-Mail Address thurley@grovecityohio.gov
Billing Contact	Contact Phone Number	Wireless Number	E-Mail Address
Technical Contact	Contact Phone Number	Wireless Number	E-Mail Address
After Hours Contact	Contact Phone Number	Wireless Number	E-Mail Address
Estimated Days to Complete: 180*			
*Estimated Days to Complete do not begin until this Agreement has been fully executed by both parties.			

SERVICES					
Customer agrees to purchase from Horizon, and Horizon agrees to provide to Customer, the following services (the terms and conditions set forth in this agreement).					
Product/ Service	Bandwidth	Service Location - A to Z Street Address, City, State, Zip	Monthly Fee	Equip. / NRC	Contract Term
Dark Fiber	2 strands	3805 Marlane Drive Grove City, OH 43123	\$2,000.00	\$0.00	60 months
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
Total			\$2,000.00	\$0.00	

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

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

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



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

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

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

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

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

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

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

{Signature page follows.}



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

Company: City of Grove City

By: _____

Name: Charles Boso Jr.

Title: _____

Date: _____

The Chillicothe Telephone Company:

By: _____

Name: _____

Title: _____

Date: _____

**The Chillicothe Telephone Company
Executive Approval**

By: _____

Date: _____

TERMS AND CONDITIONS

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

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

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



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

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

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

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

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

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

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

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

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

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

13. Intentionally Left Blank.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Addendum "A"

Priority Response Procedure for High Availability Services

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

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

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

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

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

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

Addendum "B"

Product Quality Commitment for High Availability Business Services

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

A. Performance Guarantees

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

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

B. Commitments for Failure to Meet Performance Guarantees

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

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

- a. [24 hours x days in month x 60 minutes x number of affected Customer sites]
 - b. Subtract network outage time [measured in minutes]
 - c. Divide by [24 hours x days in month x 60 minutes x total number of Customer sites]
- 2) **Latency** – Other than during Scheduled Maintenance, Horizon will credit one week of service for a Service with a Latency that is greater than a 45 ms average monthly rate as measured hourly over the established monthly billing interval for such Service.



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

☐ New Agreement
☐ Renewal Agreement

CUSTOMER INFORMATION		Account Number:			
Company's Legal Name City of Grove City		D/B/A		Federal Tax ID Number	
Street Address 4035 Broadway		City Grove City	State OH	Zip Code +4 43123	Telephone Number
CONTACT INFORMATION					
Primary Contact Todd Hurley		Contact Phone Number (614) 277-1725	Wireless Number	E-Mail Address thurley@grovecityohio.gov	
Billing Contact		Contact Phone Number	Wireless Number	E-Mail Address	
Technical Contact		Contact Phone Number	Wireless Number	E-Mail Address	
After Hours Contact		Contact Phone Number	Wireless Number	E-Mail Address	
Estimated Days to Complete: 180*					
*Estimated Days to Complete do not begin until this Agreement has been fully executed by both parties.					

SERVICES					
Customer agrees to purchase from Horizon, and Horizon agrees to provide to Customer, the following services (the terms and conditions set forth in this agreement.					
Product/Service	Bandwidth	Service Location - A to Z Street Address, City, State, Zip	Monthly Fee	Equip. / NRC	Contract Term
Dark Fiber	2 strands	3360 park st Grove City, OH 43123	\$2,000.00	\$0.00	60 months
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
Total			\$2,000.00	\$0.00	

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

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

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



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

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

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

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

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

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

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

{Signature page follows.}



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

Company: City of Grove City

By: _____

Name: Charles Boso Jr.

Title: _____

Date: _____

The Chillicothe Telephone Company:

By: _____

Name: _____

Title: _____

Date: _____

**The Chillicothe Telephone Company
Executive Approval**

By: _____

Date: _____



TERMS AND CONDITIONS

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

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

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



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

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

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

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

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

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

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

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

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

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

13. Intentionally Left Blank.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Addendum "A"

Priority Response Procedure for High Availability Services

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

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

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

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

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

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

Addendum "B"

Product Quality Commitment for High Availability Business Services

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

A. Performance Guarantees

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

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

B. Commitments for Failure to Meet Performance Guarantees

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

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

- a. [24 hours x days in month x 60 minutes x number of affected Customer sites]
 - b. Subtract network outage time [measured in minutes]
 - c. Divide by [24 hours x days in month x 60 minutes x total number of Customer sites]
- 2) **Latency** – Other than during Scheduled Maintenance, Horizon will credit one week of service for a Service with a Latency that is greater than a 45 ms average monthly rate as measured hourly over the established monthly billing interval for such Service.

Date: 10/27/20
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Turner
Sponsor: Mr. Holt
Emergency: 30 Days
Current Expense: _____

No.: CR-47-20
1st Reading: 11/02/20
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-47-20

A RESOLUTION AUTHORIZING THE USE OF LOCAL CORONAVIRUS RELIEF FUNDS TO BE DISTRIBUTED TO VOICECORPS

WHEREAS, Voicecorps Reading Service is a 45 year old charity providing reading services at no cost to blind and other residents whose disability prevents them from using print;

WHEREAS, due to the COVID-19 pandemic, social distance guidelines prevent volunteers from using Voicecorps studios and sharing small spaces to read aloud from daily newspapers; and

WHEREAS, remote recording software and remote meeting equipment will greatly enhance the ability to provide service to listeners; and

WHEREAS, Voicecorps has requested the use of Local Coronavirus Relief Funds to purchase equipment for remote broadcasts; and

WHEREAS, funding in the amount of \$12,030 will provide for the purchase of broadcast origination equipment.

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

SECTION 1. Council hereby supports the use of Local Coronavirus Relief Funds to be distributed to Voicecorps for the purchase of remote broadcast equipment.

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

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law



10/19/2020 Update

Prices quoted by Jon Shute, Broadcasters General Store

Listing of Equipment in support of VOICECORPS remote broadcast origination

TEL-200100284 AXIA 6-FADER TELCO EXPANSION FRAME	\$2,066.00
TEL-200100248 TELOS IQ6 TELCO GATEWAY FOR IQ DUAL	2,413.00
25S-PDM 25-SEVEN PROGRAM DELAY MANAGER	2,621.00
COM-OPAL COMREX OPAL IP AUDIO/OPUS GATEWAY	1,447.00
COM-95010270 COMREX OPAL DUAL RACKMOUNT KIT	134.00
ANG-991030 ANGRY AUDIO HEADPHONE GIZMO 14	1,988.00
OCW-51900B O.C.WHITE 14193B MIC ARM w/12" RISER	1,112.00
Estimated Freight	<u>249.30</u>
TOTAL	\$12,030.00



Voicecorps, the only service of its kind in the area, can break the isolation that vision loss and other disabilities cause. Voicecorps reading service can re-connect people with their community and reduce fears by reading neighborhood newspapers and other current print aloud. We are very concerned that people who are living with vision loss are becoming even more isolated during the pandemic. That is why we make it as easy as we can to have Voicecorps in the home. Listeners can easily tune-in on over-the-air television, cable, internet streams, or on our proprietary radio network. Service is free to eligible persons.

We need your help

We have more than 200 volunteers but we cannot allow them to come to our studios and share small spaces to read aloud from daily newspapers. They cannot safely sit for extended periods in our studios to record, one volunteer after another. We have more than 20 volunteers trained as ambassadors, but we cannot send them to public gatherings at this time. Remote recording software and remote meeting equipment would be a godsend.

Cares act funds can be used to make COVID-related equipment purchases. Voicecorps' adaptations related to COVID require the purchase of equipment for remote network access - network improvement (VPN router, software, setup& training costs) to ensure volunteers can connect from home when reading aloud to provide both live and pre-recorded programming.

In the calendar year to-date Voicecorps losses include our annual golf outing revenue which was down \$18,879.80 (-44.6%) due to sponsors pulling out and golfer turn-out being repressed. Had it not been for the herculean efforts of a small number of volunteers, the event would have been canceled altogether. Our individual donations are also down by \$23,176.84 (-36.7%). Our annual budget is roughly \$300,000 so these losses are significant.

Volunteers saved us time and money – but cannot for the foreseeable future

Cares act funds can be used to hire part-time temporary help to replace volunteer support that is missing due to COVID concerns. Voicecorps is currently lacking personnel to accomplish typical office and clerical tasks like CRM input, filing, stuffing and mailing letters to donors and listeners, and for some highly trained volunteers; technical equipment installation, IT help, and Broadcast Operations.

Learn more about Voicecorps online

Visit Voicecorps online at www.voicecorps.org. You may sample our reading service, learn our 45-year history in Ohio, and get a sense of the magnitude of the job ahead. Thank you for your help, large or small, to make reading for blind or otherwise disabled residents of the community a secure source of current news and information in an otherwise unsteady and insecure world.

Date: 10/28/20
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Boso
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-48-20
1st Reading: 11/02/20
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-48-20

A RESOLUTION AUTHORIZING THE USE OF LOCAL CORONAVIRUS RELIEF FUNDS TO BE DISTRIBUTED TO THE GROVE CITY FOOD PANTRY

WHEREAS, The Grove City Food Pantry has been a staple of Grove City for over forty years; and

WHEREAS, The Grove City Food Pantry has continued to provide our families with supplies of non-perishable items as well as meat, bread, fresh fruits, and vegetables throughout the COVID-19 pandemic; and

WHEREAS, due to the COVID-19 pandemic, the number of family's requiring assistance has increased as well as the number of monthly visits per family; and

WHEREAS, The Grove City Food Pantry has requested the use of Local Coronavirus Relief Funds to reimburse for the costs of increased services; and

WHEREAS, funding in the amount of \$43,586.00 will provide for the reimbursement of new families served from March 2020 to September 2020.

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

SECTION 1. Council hereby supports the use of Local Coronavirus Relief Funds to be distributed to The Grove City Food Pantry for the costs of new families served.

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

Christine Houk, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law