

GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

November 01, 2021

6:30 Caucus

7:00 p.m. Regular Meeting

Call to Order: President Houk Roll Call: Clerk of Council Approval of Minutes

Welcome & Reading of Agenda: Pres Houk

LANDS: Mr. Schottke

Ordinance C-62-21 Accept the Plat of Pinnacle Quarry, Section 2, located South of White Road.
Second reading and public hearing.

FINANCE: Mr. Holt

Ordinance C-63-21 Appropriate \$110,000.00 from the Convention Bureau Fund for Current
Expenses. Second reading and public hearing.

Ordinance C-64-21 Appropriate \$75,000.00 from the Scioto Township Joint Economic Development
District Fund for the Current Expense of making payments in accordance with the
JEDD Contract. Second reading and public hearing.

Ordinance C-65-21 Amend Chapter 192 of the Codified Ordinances titled Imposition of Tax Pursuant
to Ohio Revised Code 5739.09. First reading.

Ordinance C-66-21 Authorize the City Administrator to enter into a Lease Agreement with the
Independents Fiber Network. First reading.

Resolution CR-57-21 Waive the provisions of Section 139.05 of the Codified Ordinances for the
Stringtown Road Water Flushing Station.

Resolution CR-58-21 Accept the Donation of the "And They're Off" Memorial Sculpture at Beulah Park
Subdivision and Thank Patrick Kelley.

Call for New Business

Call for Dept. Reports & Closing Comments Adjourn

ON FILE: Minutes of: 10/18 - Council

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

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

ORDINANCE C-62-21

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

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

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

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

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

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

Christine Houk, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 10/12/21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Turner
Sponsor : Mr. Holt
Emergency: 30 Days:
Current Expense: XX

No.: C-63-21
1st Reading: 10/18/21
Public Notice: 10/19/21
2nd Reading: 11/01/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-63-21

AN ORDINANCE TO APPROPRIATE \$110,000.00 FROM THE CONVENTION BUREAU FUND FOR CURRENT EXPENSES

WHEREAS, Chapter 192, Hotel Tax, provides for the imposition of an excise tax on transactions by which lodging by a hotel, motel or transient accommodations is or is to be furnished to transient guests; and

WHEREAS, said Chapter provides for the collection, segregation and disbursement of said funds; and

WHEREAS, collections of said funds are anticipated to exceed the budget estimates and appropriations must be approved by Council in order to distribute these monies

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

SECTION 1. There is hereby appropriated \$110,000.00 from the unappropriated monies of the Convention Bureau Fund into account #609000.559000 for the Current Expense of distributing funds to the Convention Bureau as required by Chapter 192 of the Grove City Code.

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

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 10/12/21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Turner
Sponsor : Mr. Holt
Emergency: 30 Days:
Current Expense: XX

No.: C-64-21
1st Reading: 11/18/21
Public Notice: 10/19/21
2nd Reading: 11/01/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-64-21

AN ORDINANCE TO APPROPRIATE \$75,000.00 FROM THE SCIOTO TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT (JEDD) FUND FOR THE CURRENT EXPENSE OF MAKING PAYMENTS IN ACCORDANCE WITH THE JEDD CONTRACT

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

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

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

SECTION 1. There is hereby appropriated \$75,000.00 from the unappropriated monies of the JEDD Fund to account number 620000.559030 for the current expense of contractual obligations.

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

Christine Houk, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 10/25/21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mayor Stage
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

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

ORDINANCE C-65-21

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

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

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

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

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

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

SECTION 1. Section 192.01 is hereby amended as follows:

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

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

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

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

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

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

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

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

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

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

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

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

ORDINANCE C-66-21

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

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

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

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

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

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

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

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-66-21

Exhibit A

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

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

RECITALS

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

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

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

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

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

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

(B) **"Gross revenues"**

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

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

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

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

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

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

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

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

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

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

2. Term.

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

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

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

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

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

4. **Access Fee.**

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

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

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

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

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

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

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

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

5. **Lateral Fiber attachment.**

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

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

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

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

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

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

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

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

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

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

(B) Escalation Path:

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

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

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

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

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

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

10. Administration of License and Notices.

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

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

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

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

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

Independents Fiber Network
1720 Willipie St.
Wapakoneta, Ohio 45895

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

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

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

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

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

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

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

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

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

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

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

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

Independents Fiber Network

By: _____
Its: _____
Date: _____

Grove City, Ohio

Charles Boso Jr
City Administrator
Date: _____

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

Stephen Smith Jr.
Law Director
Date: _____

Date: 10-25-21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Boso
Sponsor : Mr. Berry
Emergency: 30 Days:
Current Expense:

No. : CR-57-21
1st Reading: 11/01/21
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION CR-57-21

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 139.05 OF THE CODIFIED ORDINANCES FOR THE STRINGTOWN ROAD WATER FLUSHING STATION

WHEREAS, the City of Columbus, pursuant to our water agreement, is requiring the City to install a water flushing station on Stringtown Road to address water quality issues on the dead-end water main located near Jackson Pike; and

WHEREAS, the City initially sought quotes for this Project, the only quote received was for \$59,400.00 which exceeds the City's competitive bidding threshold; and

WHEREAS, pursuant to the requirements of Section 139.05 of the Grove City Codified Ordinances, the City prepared bid specifications and placed the Project out for open competitive bidding; and

WHEREAS, the City was unsuccessful in the bidding process as the one bid in the amount of \$84,147.52 was well in excess of the City's estimate and previous quote; and

WHEREAS, in lieu of accepting the bid received, the City wishes to accept the initial quote that would save the City approximately \$25,000.00.

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

SECTION 1. The provisions of Section 139.05 titled Bidding Purchases and Procedures are hereby waived and the City is authorized to accept the initial quote for the Stringtown Road Water Flushing Station project.

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

Passed:

Effective:

Attest:

I certify that this
resolution is correct as to form.

Christine A. Houk, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

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

No.: CR-58-21
1st Reading: 10/25/21
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION CR-58-21

A RESOLUTION TO ACCEPT THE DONATION OF THE "*AND THEY'RE OFF*" MEMORIAL SCULPTURE AT BEULAH PARK SUBDIVISION AND THANK PATRICK KELLEY

WHEREAS, as part of the Beulah Park subdivision development, the approved Developer's Agreement provided for an entryway garden and its maintenance; and

WHEREAS, the investors of Beulah Park Living included a sculpture as part of the entryway garden; and

WHEREAS, the sculpture, designed and created by Craig W. Murdick, is intended to capture the energy and excitement that comes with the start of a race and memorialize the gathering place that was the Beulah Park race track and entertainment center and

WHEREAS, the investors of Beulah Park Living believe that public art enhances the City's quality of life by: making the places where we live, work and play more welcoming and beautiful; creating a deeper interaction between the community and its environment; adding dimension to civic spaces; increasing the community's assets by creating images that help define a space; allowing the community to express its identity and values; demonstrating pride in corporate citizenship; affirming the educational environment; enhancing roadsides, pedestrian corridors and community gateways; beautifying the transportation systems; and helping green space thrive; and

WHEREAS, Mr. Patrick Kelley, managing partner of Investors of Beulah Park Living, have gifted this sculpture, valued at \$225,000.00, to the City of Grove City.

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

SECTION 1. This Council hereby accepts the donation of the "*And They're Off*" sculpture from Patrick Kelley, managing partner of Beulah Park Living.

SECTION 2. This Council and Mayor hereby thank Pat Kelley for making this generous contribution to enhance the Beulah Park Subdivision and enriching the City with this piece of artwork that keeps the history of the area alive.

SECTION 3. The resolution shall take effect at the earliest opportunity afforded by law.

Christine A. Houk, President of Council