

GROVE CITY, OHIO COUNCIL

LEGISLATIVE AGENDA

October 21, 2019

6:30 - Caucus

7:00 – Reg. Meet.

PRESENTATIONS:

LANDS: Mr. Schottke

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| <u>Ordinance C-45-19</u> | Approve the Rezoning of 21.084 acres located at the Southwest corner of Holton Road and State Route 104 from SF-1 (single-family residential) to PUD-R (Planned Unit Development-residential) with zoning text. Second reading and public hearing. |
| <u>Ordinance C-55-19</u> | Approve a Special Use Permit for a Daycare Center for Kiddie Academy located at 4236 Buckeye Parkway. First reading. |
| <u>Ordinance C-56-19</u> | Accept the Plat of Beulah Park, Section 1. First reading. |
| <u>Ordinance C-57-19</u> | Amend Section 1135.09(b)(2) of the Codified Ordinances titled C-1 Service Commercial. First reading. |
| <u>Ordinance C-58-19</u> | Amend Various Sections of Chapter 1135 of the Codified Ordinances titled Zoning Districts and Regulations relating to Garage Dimensions. First reading. |
| <u>Ordinance C-59-19</u> | Preserve Space within the Town Center for a Park and Performance Space for the enjoyment of residents and visitors. First reading. |
| <u>Resolution CR-47-19</u> | Approve the Development Plan for Becknell Industrial located at 6275 Seeds Rd. |
| <u>Resolution CR-48-19</u> | Approve the Development Plan for an Addition to TriLink Storage located at 5965 Haughn Road. |
| <u>Resolution CR-49-19</u> | Approve a Development Plan for an Addition to Tigerpoly Manufacturing located at 6231 Enterprise Parkway. |
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SAFETY: Mr. Davis

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| <u>Ordinance C-46-19</u> | Enact Chapter 376 of the Codified Ordinances of Grove City Ohio titled “Operation Restricted for Low-Speed and Under-Speed Vehicles”. Second reading and public hearing. |
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SERVICE: Mr. Berry

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| <u>Ordinance C-54-19</u> | Amend Various Sections of Chapter 143 of the Codified Ordinances titled Historical Commission. Second reading and public hearing. |
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FINANCE: Ms. Houk

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| <u>Ordinance C-60-19</u> | Appropriate \$41,000.00 from the Pinnacle Tax Increment Financing Fund for the Current Expense of Restriping a Dedicated Center Turn Lane on White Road and Construction of a Driveway Approach within the public right-of-way. First reading. |
| <u>Ordinance C-61-19</u> | Appropriate \$66,000.00 from the General Fund for the Current Expense of Two Electric Vehicle Charging Stations and Authorizing the City Administrator to enter into an Agreement with Greenlots for same. First reading. |
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ON FILE: Minutes of: 10/07 & 10/12/19 Council Meeting; 10/08/19 Planning Commission

Date: 09/10/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: C-45-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/21/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-45-19

AN ORDINANCE FOR THE REZONING OF 21.084 ACRES LOCATED AT THE SOUTHWEST CORNER OF HOLTON ROAD AND STATE ROUTE 104 FROM SF-1 TO PUD-R WITH ZONING TEXT

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

WHEREAS, the Planning Commission approved the rezoning on September 03, 2019 with the following stipulations:

1. The submitted building elevations are approved to provide architectural intent of buildings within the zoning district. The final design of buildings will be approved with the final development plan and should only include metal as a accent, as permitted in this approved zoning text;
2. entrance feature signage shall be externally illuminated from sources screened by landscaping;
3. The proposed street widths shall be updated to state that the streets shall be a minimum of 22 feet in width;
4. The general provisions section shall be revised to include the following language:

The provisions of the Codified Ordinances of Grove City 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 through the Development Plan; and

Deviations from the standards and requirements set forth herein as well as the Code, Stormwater Design Manual and Standard Drawings may be approved by City Council through the Development Plan, if/when they are consistent and harmonious with the overall intent of the development and do not diminish or weaken the overall compatibility between uses or integrity of proposed improvements within or in proximity of the Property.

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

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

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

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 478 *and being part of a 35 acre tract of land conveyed to Davidson Phillips, LLC, by deed, as recorded in Official Records, Deed Book, 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.

Steven R. Robinette, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

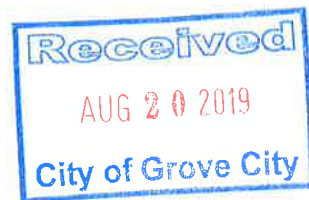
Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

C-45-19
Exhibit A
DESCRIPTION OF A 21.084 ACRE TRACT



Situated in the State of Ohio, County of Franklin, City of Grove City, and being in Virginia Military Survey Number 478 and being part of that 35.000 acre (original) tract of land described in a deed to Davidson Phillips, LLC, of record in Instrument Number 200608210165413, all records referenced herein are on file at the Office of the Recorder for Franklin County, Ohio, and being further described and bounded as follows:

BEGINNING at a railroad spike found at the intersection of the centerline of Holton Road and the centerline of Jackson Pike, said railroad spike being the northeast corner of said 35.000 acre (original) tract, being the southwest corner of Jahn Estates, as recorded in Plat Book 32, Page 17-B, being the northwest corner of that 160.667 acre tract described in a deed to Board of Parks Commissioners and Franklin County Metropolitan Park District, of record in Instrument Number 201012300178739, and being the southeast corner of a 5.495 acre (original) tract described in a deed to Malcom C. Mogren and Barbara J. Macewen-Mogren, of record in Instrument Number 200108070181475;

Thence **South 02 degrees 59 minutes 52 seconds West**, along the centerline of Jackson Pike, a distance of **1478.85 feet** to a point;

Thence **South 04 degrees 06 minutes 52 seconds West**, continuing along the centerline of Jackson Pike, a distance of **5.85 feet** to a railroad spike found at the southeast corner of said 35.000 acre (original) tract, being the northeast corner of that 124.333 acre tract described in a deed to Southeastern Conservation Club, Inc., of record in Deed Book 2100, Page 291, and Deed Book 2100, Page 294, and being a northwest corner of that 165.806 acre tract described in a deed to Board of Parks Commissioners and Franklin County Metropolitan Park District, of record in Instrument Number 201212190195409;

Thence **North 74 degrees 33 minutes 33 seconds West**, along the south line of said 35.000 acre (original) tract, and along the north line of said 124.333 acre tract, a distance of **789.40 feet** to the southwest corner of said 35.000 acre (original) tract, (reference an 3/4" pipe found being North 03 degrees 06 minutes 08 seconds West at a distance of 0.45 feet);

Thence **North 15 degrees 05 minutes 58 seconds East**, along the west line of said 35.000 acre (original) tract, and along the east line of said 124.333 acre tract, a distance of **1447.36 feet** (passing the northeast corner of said 124.333 acre tract, being the southeast corner of that 16.876 acre (original) tract described in a deed to Donald P. Hickman, Trustee, of record in Official Record 28389 D06, at a distance of 1337.19 feet, passing a 3/4" iron pin found with a "HOCKADEN" plug at a distance of 455.29 feet, passing a 3/4" iron pin found with a "HOCKADEN" plug at a distance of 1357.18 feet, passing a 3/4" iron pin at a distance of 1411.78 feet) to the northwest corner of said 35.000 acre (original) tract on the centerline of Holton Road, being the northeast corner of said 16.876 acre (original) tract, and being on the south line of that 1.179 acre tract described in a deed to John Sherron and Patricia Badgero, of record in Instrument Number 201606170077201 (reference a railroad spike found being South 13 degrees 51 minutes 00 seconds West at a distance of 0.55 feet);

Thence **South 74 degrees 51 minutes 38 seconds East**, along the centerline of Holton road, a distance of **478.24 feet** (passing the east line of said 1.179 acre tract, being the west line of said 5.495 acre (original) tract, at a distance of 147.22 feet) to the **TRUE POINT OF BEGINNING** for this description.

The above described parcel contains a total of **21.084 acres** (1.333 acres lies within the present road occupied) located within Franklin County Auditor's parcel number 040-013869.

The above description was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on January 8, 2019, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

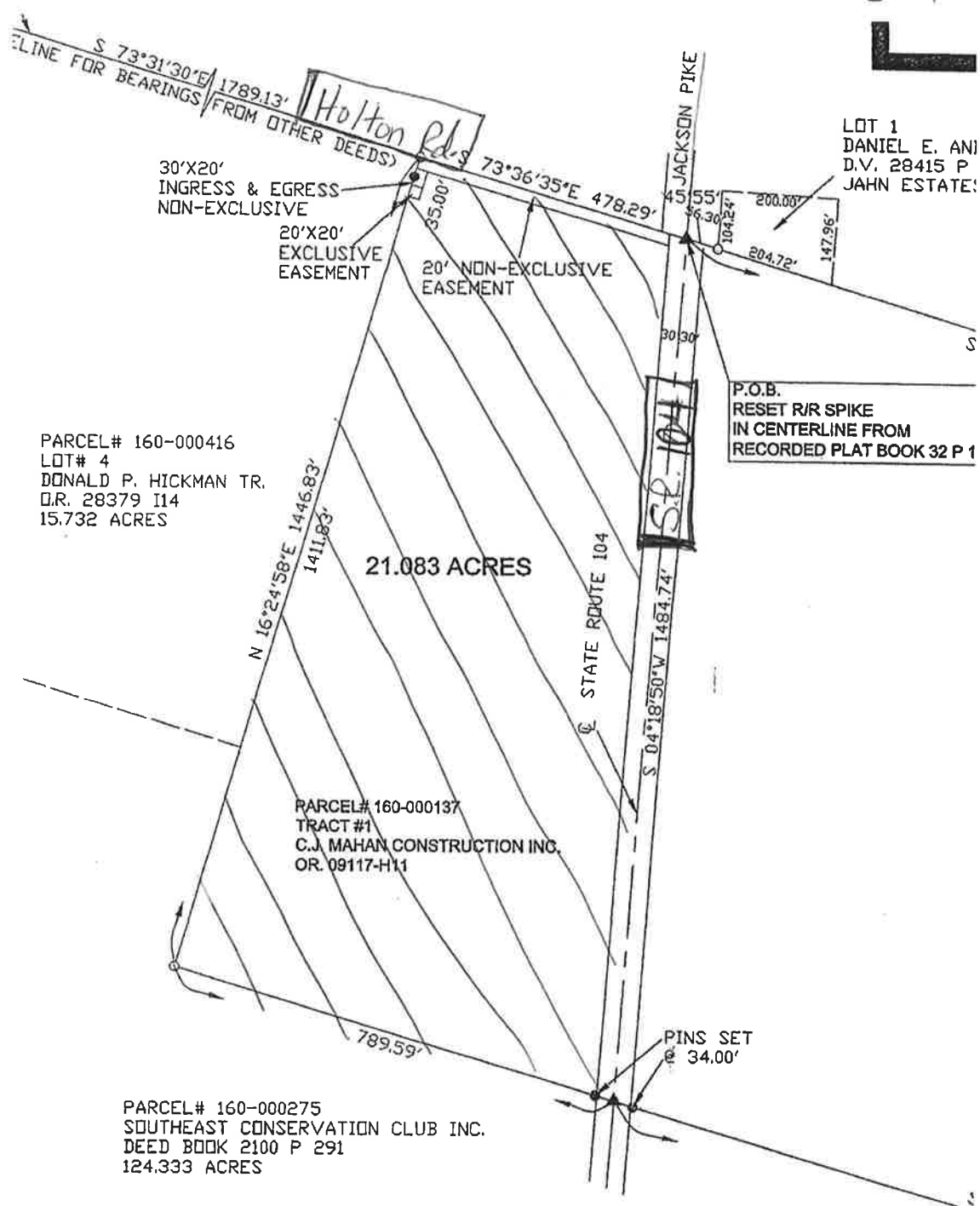
Brian P. Bingham, PS/
Registered Professional Surveyor No. 8438

Date

C-45-19



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BY CERTIFY THAT THE ATTACHED PLAT WAS PREPARED FROM
 VATION OBTAINED FROM AN ACTUAL FIELD SURVEY OF THE
 SES AND THAT SAID PLAT IS CORRECT TO THE BEST OF MY
 EDGE.

ERED SURVEYOR NO. 6065
 P. ARNOLD

POINT "A"

16" HACKBERRY

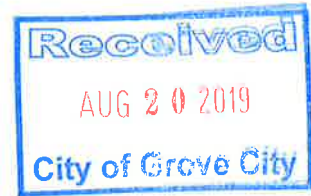
POINT "B"

22" HACKBERRY

POINT "C"

6" MAPLE





C-45-19

SUGAR MAPLE COMMONS

PUD-R ZONING DISTRICT TEXT

August 20, 2019

I. GENERAL PROVISIONS:

- A. The real property, the subject of this Zoning Text, is approximately 21.084 acres of vacant land as more particularly described on the attached legal description, commonly known as Franklin County Auditor Tax Parcel Id. No.: 040-013869 (the "Property"). The Property is located in the southwest corner of the Jackson Pike (SR 104) and Holton Road intersection.
- B. For purposes of this Zoning Text, the terms and words contained herein carry their customarily understood meanings. Words used in the present tense include the future, and plural includes the singular and 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 City Planning and Zoning Code (the "Zoning 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 use may be permitted if approved by City Council as part of the Development Plan.

II. INTRODUCTION:

A. Development Intent: The Sugar Maple Commons PUD-R Zoning District (the "Zoning District") is being created to facilitate the development of an upscale residential community for residents that are age 55 and older in accordance with the "Housing for Older Persons Exemption" (codified at 42 U.S.C. § 3607) (the "HOPA Exemption") of the federal law known as The Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601–3619) (the "Act"). The Act and the HOPA Exemption provide in part that, in order for a residential development to meet the requirements to be age-restricted, at least 80 percent of the units in the development must have at least one occupant who is 55 years of age or older. The applicant, Treplus Communities, LLC, is making the commitment to subject this community to the requirements of this law.

The central Ohio housing market continues to demand expanded residential opportunities for empty nesters and older adults. There is a segment of the Grove City population that desires to continue to live in the City but seeks to transition to smaller residences after their children have grown and moved away. These individuals want to continue to live in a high-quality home without the responsibility to maintain it. The product to be provided on this property will be unique in many respects, providing high-quality residences for-rent for older adults. Individual units will include open floor plans, oversized gourmet kitchens, private patios, powder rooms, laundry rooms, and loft ceilings. In keeping with the key elements of Universal Design, the apartments include no-step designs including zero threshold showers, wide doorways and halls, single floor living, accessible electrical controls, lever door and faucet handles and an emphasis on interior lighting.

The project is intended to foster a sense of community and will encourage its residents to be social and interactive. The development features a “Commons Center” building with a fully equipped fitness center, Wi-Fi café, meeting spaces, yoga areas, community garden, dog park and/or other recreational spaces, and areas to accommodate a wide range of programming directed by the interests of residents with the assistance of property management. Sugar Maple Commons will offer a high level of concierge service through on-site management, local service referrals, and a 24-7 virtual concierge app. The community will not offer any healthcare or food service, meaning it functions like a customary multi-family community, only with older residents. This community will immediately and positively diversify the City’s housing opportunities.

B. Size and Location: This Zoning District consists of 21.084+/- acres located to the southwest of and adjacent to the intersection of Jackson Pike and Holton Road.

C. Age Restriction: This community shall be age restricted in accordance with the Act and the HOPA Exemption so that a minimum of 80% of the homes shall be required to have at least one occupant that is age 55 or older. Should the Act and/or the HOPA Exemption be amended at any time following the effective date of this zoning text so that it becomes illegal to market and operate this community in accordance with the immediately preceding sentence, then this Zoning District shall be permitted to be developed and operated in accordance with the amended law. Prior to being issued a temporary or permanent certificate of occupancy for the first residential unit in this Zoning District, the owner of the property that is included in this Zoning District shall deliver written and legally binding documentation to the City to provide confirmation that the project legally complies with the Act and the HOPA Exemption. The issuance of a zoning compliance permit, building permit, or any other permit required to be issued by the City for the development of this Zoning District shall not constitute a representation or warranty by the City or any of its administrative or elected officials that the development project does, in fact, comply with the requirements of the Act and/or the HOPA Exemption. Compliance with the Act and the HOPA Exemption shall be the sole responsibility of the property owner.

The owner of the real property within this Zoning District shall be responsible for undertaking all actions which are necessary in order for the community to comply with the

requirements of the Act and HOPA Exemption as contemplated herein. Such obligations shall include, but shall not be limited to, (i) the publishing of and adherence to policies and procedures that demonstrate the intent to operate as “55 or older” housing; and (ii) compliance with the Department of Housing and Urban Development’s (HUD’s) regulatory requirements for age verification of residents. No more frequently than once per calendar year, the City may request any written reports and any other required information that have been most recently filed by the property owner with HUD or other regulatory authorities as required by the Act, the HOPA Exemption, and/or applicable federal administrative regulations, and the property owner shall promptly provide the City with copies of the same.

III. DEVELOPMENT STANDARDS: Improvements within this Zoning District shall comply with the development standards in this text. To the extent that a development or design standard is not addressed in the submitted drawings or in this written text, the development standards contained in relevant provisions the Codified Ordinances of the City of Grove City (the “Code”) shall apply to this Zoning District. If there is a conflict between the development standards contained in the Code and this text, the standards contained in this text shall govern.

A. Permitted Uses: Permitted uses shall be as follows:

1. Multi-family residential, located in buildings containing a minimum of two and a maximum of six residential units.
2. One private amenities center/clubhouse, also referred to herein as the “Commons Center,” which may include offices for the leasing of on-site multi-family residential units, a fitness center, gathering spaces, cafes, outdoor community gardens, patios, and grilling areas, and/or other recreational and social facilities, amenities, and improvements serving only the residents living in this Zoning District.
3. The existing barn located in this Zoning District may remain and be used for recreational or social purposes serving the Sugar Maple Commons Community. Should the barn be damaged or destroyed, it shall be permitted to be reconstructed subject to the prior review and approval of its architecture as part of an amended final development plan.

B. Density, Lot and Setback Commitments:

1. Number of Units: There shall be a maximum of 105 multi-family units in this Zoning District.
2. Minimum Area: Each unit shall have a minimum of 1,200 square feet of living area, measured exclusive of garages for a one-bedroom unit and a minimum of 1,400 square feet of living area for a two-bedroom unit.

3. Setbacks:

(a) Holton Road: There shall be a minimum pavement and building setback of 45 feet from the right-of-way of Holton Road after the right-of-way dedication is completed as contemplated in Section III.C.1 below. Patios to the rears of residential units shall be permitted to encroach up to 5 feet into this minimum setback.

(b) Jackson Pike: There shall be a minimum pavement and building setback of 45 feet from the right-of-way of Jackson Pike after the right-of-way dedication is completed as contemplated in Section III.C.1 below. A paved multi-use path shall be permitted to be located within this minimum setback. Patios to the rears of residential units shall be permitted to encroach up to 5 feet into this minimum setback.

(c) Perimeter Boundaries: There shall be a minimum pavement and building setback of 45 feet from the southern boundary line of this Zoning District. There shall be a minimum pavement and building setback of 35 feet from the western boundary line of this Zoning District. Patios to the rears of residential units shall be permitted to encroach up to 5 feet into these minimum setbacks.

(d) Building Separation: There shall be a minimum distance of 10 feet between exterior walls of buildings.

C. Access, Loading, Parking, Pedestrian, and Traffic-Related Commitments:

1. Right-of-Way: Prior to the issuance of the first building permit in this Zoning District, the property owner shall (a) dedicate right-of-way to the City for a distance that extends 30 feet from the centerline of Jackson Pike and (b) dedicate right-of-way to the City that is adequate to accommodate the City's plans for the realignment of Holton Road as generally illustrated on the accompanying preliminary development plan. The exact location and size of this additional right-of-way shall be reviewed and approved as part of a final development plan. The realignment of Holton Road shall be the responsibility of the City.

2. Garage Parking: Residential units with one bedroom shall be served by an attached one-car garage, and residential units with two bedrooms shall be served by an attached two-car garage. Each garage shall be served by a driveway which will accommodate parking one and two automobiles. Outdoor parking spaces shall be available for all residents of and visitors to this Zoning District and shall not be dedicated for the use of any individual unit.

3. Other Parking: A maximum of 45 parking spaces shall be provided within the Zoning District outside of garages and driveways to accommodate visitors. At least 12 of these parking spaces shall be located adjacent to the Commons Center. Final locations of these exterior parking spaces shall be approved as part of a final development plan. No parking shall be permitted on private roads.

4. Vehicular Access: Vehicular access to and from this Zoning District shall be provided (a) at a full movement access point along Jackson Pike at approximately the midpoint of the southern boundary of the Zoning District and (b) at an access point on Holton Road that will be limited to right-in, right-out, left-out turn movements. An internal system of paved private roads shall be provided within the Zoning District for interior site circulation. Such private roads shall be either 24 feet or 20 feet in width and shall accommodate two-way traffic.

5. Sidewalks: A private sidewalk with a width of 5 feet shall be provided along one side of all internal private roads.

6. Multi-Use Paths: An asphalt multi-use path with a width of 8 feet shall be constructed by the developer along Jackson Pike in accordance with the accompanying plans. The final location for this path shall be approved as part of a final development plan. The City may elect to install an asphalt multi-use path along the realigned Holton Road. The developer shall not be responsible for installing this path.

D. Buffering, Landscaping, Open Space and Screening Commitments:

1. Open Space: Open spaces and parkland shall be provided and approved as part of a final development plan. The open spaces shall be owned and maintained by the owner of the multi-family development.

2. Internal Roads: The number, spacing, and species of trees to be provided along internal private roads shall be reviewed and approved as part of a final development plan.

3. Yards: Landscaping to be provided within building yards and other green space shall be reviewed and approved as part of a final development plan.

4. Major Thoroughfares Landscaping Treatment: A landscaping treatment shall be required within the required setbacks from the rights-of-way for each of Jackson Pike and Holton Road. This treatment shall consist of grassed mounding with a minimum height of 3 feet and a maximum height of 6 feet at its crest, with a maximum slope of 3:1. The landscaping treatment shall be presented for approval as part of a final development plan.

5. Fountains: Fountains shall be installed in pond basins which are used for purposes of storm water management, per Grove City's Stormwater Design Manual.

E. Architectural Standards:

1. Design Intent: Drawings with examples of the design intent for the buildings within this Zoning District accompany this text.
2. Maximum building height: Buildings shall be one story in height and shall have a maximum height of 35 feet as measured in accordance with the Code.
3. Design:
 - (a) The designs of buildings are included in architectural drawings which accompany this text. The drawings which are approved as part of the rezoning shall provide the architectural design intent for structures within the Zoning District in addition to the standards that are provided in this text. The final designs of the buildings shall be approved as part of a final development plan. Buildings are intended to be agrarian in their designs, incorporating angular elements and flat roofs with lowly sloped pitches. All buildings shall be of a similar architectural design.
 - (b) All building elevations visible from a public roadway should feature increased architectural details including rear facing units (the appearance of front doors oriented to the road), increase brick or stone, or other architectural elements.
4. Primary Exterior Materials:
 - (a) Permitted primary exterior materials for buildings shall include brick, brick veneer, stone, stone veneer, and vinyl siding (minimum of 0.044" thickness). Secondary building materials may include any of the foregoing in addition to EIFS, and wood. Metal, including metal roofing is only permitted as accent.
 - (b) Vinyl siding shall not constitute more than 60% of the front façade of any home.
5. Roofing: Roofing shall utilize dimensional asphalt shingles. Metal roofing shall only be permitted as accent.
6. Lighting:
 - (a) Pole lighting shall be utilized to illuminate private internal roads and at the entrance into the community from Jackson Pike. These light poles shall not

exceed 20 feet in height and shall be dark in color. Fixture types and colors and light pole spacing shall be presented for approval as part of a final development plan. Street light poles and fixtures shall be consistent in height, color, and appearance throughout the Zoning District.

(b) Lighting of the entry feature and any additional proposed lighting shall be provided and approved at the time of final development plan. Ground mounted lighting, when used, shall be shielded and landscaped.

(c) Fully shielded, cut-off type lighting fixtures shall be required. Exterior lighting fixtures shall be similar in appearance throughout the Zoning District.

F. Signage Commitments: One ground-mounted entry feature sign shall be permitted at each of the vehicular access points into the Zoning District along Jackson Pike and Holton Road. The sign shall be no more than 8 feet in height as measured in accordance with Code and shall be landscaped to meet the requirements of Code Section 1136.09(a)(1). This sign shall use materials and shall have a design that is complimentary to the buildings on the Zoning District and shall be internally illuminated from sources screened by landscaping. Other ground signage shall be permitted to be utilized to identify the Commons Center and/or to promote wayfinding within the community; however directional signage shall in no case be larger than four (4) square feet in area. Wall signs shall not be permitted other than for the purposes of identifying addresses or unit numbers. All signage shall be approved as part of the final development plan.

G. Utilities: All new utility lines and wiring shall be installed underground. Utility easement locations and widths shall be determined in the final development plan.

H. Mailboxes: Cluster box units (CBUs) or similar elements incorporating groups of mailboxes shall be provided through the Zoning District in accordance with United States Postal Service (USPS) regulations. Mail boxes located near individual residential units shall be permitted only if allowed by USPS regulations. The final designs and locations of CBUs, mailboxes, and similar elements shall be approved as part of a final development plan. CBUs shall, the extent allowable by the USPS, have a decorative finish with landscaping around the base.

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

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

ORDINANCE C-55-19

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

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

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

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

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

SECTION 1. A Special Use Permit, under Section 1135.09b(12)Ap is hereby issued to Kiddie Academy, located at 4236 Buckeye Parkway, contingent upon the stipulations set by Planning Commission.

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

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

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

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

ORDINANCE C-56-19

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

WHEREAS, Beulah Park, Section 1, a subdivision containing lots 1 - 84 inclusive, and areas designated as Reserve "C" - "H", has been submitted to Council for their consideration.

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

SECTION 1. The Plat of Beulah Park, Section 1, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 1388, containing 67.335 acres of land, more or less, out of the original 212.706 acre tract. Said 67.335 acres being part of those tracts of land conveyed to GC Beulah Park Investments LLC, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

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

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

Steven R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

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

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

ORDINANCE C-57-19

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

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

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

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

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

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

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

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

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

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

Steve R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

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

ORDINANCE C-58-19

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

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

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

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

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

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

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

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

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

Steve R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

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

ORDINANCE NO. C-59-19

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

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

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

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

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

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

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

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

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

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

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

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

Steve R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Date: 10/16/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-47-19
1st Reading: 10/21/19
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-47-19

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR BECKNELL INDUSTRIAL LOCATED AT 6275 SEEDS ROAD

WHEREAS, on October 08, 2019, the Planning Commission recommended approval of the Development Plan for Becknell Industrial with the following stipulations:

1. Parcels 040-004959-00 & 040-013659-00 shall be combined prior to submitting for building permits;
2. The strip of parcel 040-004959-00 running along and including Seeds Road shall be dedicated to the City for public right-of-way;
3. A variance shall be obtained from the BZA to exceed the permitted building height of 35' by 5'6";
4. A Special Flood Hazard Area Development Permit shall be obtained for any development in the FEMA 100-year floodplain unless the FEMA floodplain map is updated to show no conflict prior to the future parking expansion being approved for construction;
5. Trees identified as dead or poor on the Tree Inventory shall be removed during construction, and additional trees shall be planted to fill in these areas and provide adequate screening to adjacent properties along the southwestern property edge where the existing tree mass is identified;
6. An updated photometric plan shall be submitted showing the lighting on the site in conformance with the 0.5 footcandle minimum in all vehicular and pedestrian areas;
7. Site lighting fixture details shall be submitted to the Development Department to ensure compatibility and appropriateness with area development

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

SECTION 1. This Council hereby approves the Development Plan for Becknell Industrial located at 6275 Seeds Road, contingent upon the stipulations set by Planning Commission.

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

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

Steven R. Robinette, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Passed:
Effective:

Attest:

Date: 10/16/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-48-19
1st Reading: 10/21/19
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-48-19

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR AN ADDITION TO TRILINK STORAGE LOCATED AT 5965 HAUGHN ROAD

WHEREAS, on October 08, 2019, the Planning Commission recommended approval of the Development Plan for an addition to TriLink Storage with the following deviations or stipulations:

1. A deviation shall be granted to permit the parking spaces to be 162 square feet in size;
2. The Landscape Plan (Sheet L-1) shall be updated to show the eight (8) proposed parking spaces that are shown on the other plan sheets;
3. A photometric plan shall be submitted showing the updated site's layout, all lighting on the site including the existing buildings, and that it is in conformance with the 0.5 footcandle minimum.

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

SECTION 1. This Council hereby approves the Development Plan for an Addition to TriLink Storage located at 5965 Haughn Road, contingent upon the deviations and stipulations set by Planning Commission.

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

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

Steven R. Robinette, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 10/16/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days
Current Expense: _____

No.: CR-49-19
1st Reading: 10/21/19
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-49-19

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR AN ADDITION TO TIGERPOLY MANUFACTURING LOCATED AT 6231 ENTERPRISE PARKWAY

WHEREAS, on October 08, 2019, the Planning Commission recommended approval of the Development Plan for an addition to Tigerpoly Manufacturing with the following deviations or stipulations:

1. A deviation shall be granted to permit the parking spaces to be 162 square feet in size;
2. The applicant shall coordinate with the City's Floodplain Manager and with FEMA to update the location of the Special Flood Hazard Area (100-year floodplain) for the site;
3. The applicant shall work with the Urban Forester to determine appropriate plantings around the building perimeter and the stormwater pond.

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

SECTION 1. This Council hereby approves the Development Plan for an Addition to Tigerpoly Manufacturing located at 6231 Enterprise Parkway, contingent upon the deviations and stipulations set by Planning Commission.

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

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

Steven R. Robinette, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 9/11/19
Introduced By: Mr. Davis
Committee: Safety
Originated By: Mr. Smith
Sponsor: Mr. Schottke
Emergency: 30 Days
Current Expense: _____

No.: C-46-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/06/19 *Postponed to 10/21*
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-46-19

AN ORDINANCE TO ENACT CHAPTER 376 TITLED "OPERATION RESTRICTED FOR LOW-SPEED AND UNDER-SPEED VEHICLES" TO THE CODIFIED ORDINANCES OF GROVE CITY OHIO

WHEREAS, Section 4511.215 of the Ohio Revised Code grants municipalities the authority to regulate by ordinance the operation of low-speed and under-speed vehicles on public streets or highways under its jurisdiction; and

WHEREAS, the City is concerned with the safety of those operating low-speed, under-speed, and standard vehicles as well as pedestrians;

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

SECTION 1. Chapter 376 titled Operation Restricted for Low-Speed and Under-Speed Vehicles is hereby added and shall read:

376.01 DEFINITIONS

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

- (1) "Low-speed vehicle" is a three- or four-wheel motor vehicle with an attainable speed in one mile on a paved level surface of more than 20 miles per hour but not more than 25 miles per hour and with a gross vehicle weight rating less than three thousand pounds.
- (2) "Under-speed vehicle" is a three- or four-wheel vehicle, including a vehicle commonly known as a golf cart, with an attainable speed on a paved level surface of not more than 20 miles per hour and with a gross vehicle weight rating less than three thousand pounds.
- (3) "Street" or "highway" have the same meanings as in R.C. § 4511.01.

376.02 RESTRICTIONS

(a) No person shall operate a low-speed or under-speed vehicle upon any street or highway having an established speed limit greater than 35 miles per hour except as permitted in section (f).

(b) No person shall operate a low-speed or under-speed vehicle upon the following streets except as permitted in section (f):

- (1) **Broadway**
- (2) **Stringtown Road**
- (3) **London-Groveport Road**

(c) No person shall operate a low-speed or under-speed vehicle upon any street or highway without a valid driver's license and proof of financial responsibility in amounts equal to the requirements under Ohio Revised Code §4509.01(K).

(d) No person shall operate a low-speed or under-speed vehicle upon any street or highway with a speed limit of 35 miles per hour or lower, unless in compliance with the following provisions:

- (1) The low-speed or under-speed vehicle shall be inspected by the Grove City Division of Police or other law enforcement agency that complies with inspection requirements established by the Department of Public Safety under R.C. § 4513.02 and listed below in section (e);
- (2) The vehicle must successfully pass the required vehicle inspection, be registered in accordance with R.C. Chapter 4503, and be titled in accordance with R.C. Chapter 4505.

(e) In order to pass the inspection required under (d)(1), the low-speed or under-speed vehicle must include the following equipment:

- (1) Adequate brakes and braking system;
- (2) Properly working brake lights, head lights, tail lights, and turn signals;
- (3) A properly working steering mechanism;
- (4) A windshield to prohibit injury from roadway debris;
- (5) A rearview mirror;
- (6) A working horn, audible from not less than 200 feet;
- (7) Front and rear license plates and a license plate light to make the rear plate legible from a distance of 50 feet; and
- (8) Seatbelts for the driver and all passengers.

(f) Following inspection, the low-speed or under-speed vehicle shall maintain compliance with all of the equipment set forth in section (e).

(g) This section does not prohibit a person operating a low-speed or under-speed vehicle from proceeding across an intersection of a street or highway having a speed limit greater than 35 miles per hour or the streets listed in section (b).

(h) Except as otherwise provided in this division, whoever violates division (a), (b), (c), (d) or (f) of this section is guilty of a minor misdemeanor. If within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

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

Steven R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 10/01/19
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Boso
Sponsor: Mr. Berry
Emergency: 30 Days
Current Expense: _____

No.: C-54-19
1st Reading: 10/07/19
Public Notice: 10/08/19
2nd Reading: 10/21/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-54-19

AN ORDINANCE TO AMEND VARIOUS SECTIONS OF CHAPTER 143 OF THE CODIFIED ORDINANCES OF THE CITY OF GROVE CITY TITLED HISTORICAL COMMISSION

WHEREAS, from time to time it is difficult to obtain a quorum for Historical Commission meetings; and

WHEREAS, current members felt that more members would be an asset to the Commission; and

WHEREAS, on July 11, 2019 the Historical Commission voted to increase its number from five (5) to seven (7) members; and

WHEREAS, the Historical Commission respectfully requests that Council amend the Codified Ordinances to allow for seven (7) members to this Commission.

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 143.02 is hereby amended, in part, as follows:

143.02 COMPOSITION; APPOINTMENTS; TERMS.

The Historical Commission shall be composed of ~~five~~ **seven (7)** electors ~~citizen members~~ of the community to be appointed by the Mayor to terms of three years, with one member being an architect or related discipline and one being a preservationist, if available and otherwise satisfactory for service. ~~retroactive to January 1, 2013.~~

- (a) ~~Commission members shall be appointed initially for the following terms of office:~~
 - ~~(1) Three of the five appointed Commission members shall serve for a term of three years; and~~
 - ~~(2) Two of the five appointed Commission members shall serve for a term of two years.~~
- ~~(b) When an initial term of office expires, each new Commission appointment is for a term of three years.~~
- ~~(c) Within 30 days~~ Following the expiration of the term of any appointed Commission member, a successor shall be appointed by the ~~appointing authority~~ **Mayor**. The appointed successor shall serve for a term of three years. Should a Commission member resign or be removed from the Commission, a successor shall be appointed by the Mayor and shall serve for the remainder of the unexpired term.
- ~~(d)~~ **(b)** Commission members shall serve at the pleasure of the Mayor.
- ~~(e)~~ **(c)** The Director of Parks and Recreation, or a designee, shall serve as a non-voting liaison to the Commission.

SECTION 2. Section 143.03 is hereby amended, in part, as follows:

143.03 MEETINGS.

All meetings of the Commission shall be open to the public except as provided under Ohio law.

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

Steven R. Robinette, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

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

ORDINANCE C-60-19

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

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

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

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

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

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

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

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

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

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

Steven R. Robinette, President of Council

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

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

ORDINANCE NO. C-61-19

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

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

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

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

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

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

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

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

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

Steve R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor



An AEP Company

BOUNDLESS ENERGY™

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

Dear Mary Havener,

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

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

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

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

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

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

Sincerely,

Johnnie Clark

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



An AEP Company

BOUNDLESS ENERGY™

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

Dear Mary Havener,

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

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

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

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

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

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

Sincerely,

Johnnie Clark

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

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

Mary,

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

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

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

Total - \$65,725.38

I hope that helps.

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

All the best,

Michael Smucker
Regional Sales Manager - Midwest

The logo for Greenlots, featuring the word "greenlots" in a green, lowercase, sans-serif font. A small registered trademark symbol (®) is located to the upper right of the "s".

Greenlots
Columbus Ohio

C: (614) 974-0125

www.greenlots.com



greenlots
A Member of the Shell Group

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

Grove City Remote Lot

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

4035 Broadway Grove City, Ohio 43123

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

25 & 50 kW DC Fast Charger

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

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



BTCPower

WWW.BTCPower.COM

1719 S Grand Ave
Santa Ana CA, 92705

At Location: BTCPower 50KW DC Fast Charger



BTCPower
WWW.BTCPower.COM

C-61-19

SERVICES AND SUBSCRIPTION AGREEMENT

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

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

WHEREAS,

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

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

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

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

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

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

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

III. SERVICES.

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

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

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

IV. **FEES.**

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

V. **TERM; TERMINATION.**

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

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

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

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

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

STANDARD TERMS

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Ownership of Intellectual Property

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

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

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

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

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

3. No Assignment or Sublicenses

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

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

4. Limitation of Liability.

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

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

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

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

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

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

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

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

7.2. Anti-Bribery and Corruption

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

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

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

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

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

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

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

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

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

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

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

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

13. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF STANDARD TERMS

ANNEXURE A

LICENSED SOFTWARE

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

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

Together, the Licensed Software performs the following functions:

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

SERVICES AND SERVICE LEVELS

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

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