

GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

December 19, 2016

6:30 - Caucus

7:00 – Reg. Meet.

Presentations: Little League

FINANCE: Mr. Davis

Ordinance C-103-16 Appropriate \$7,500.00 from the Senior Nutrition Fund for Current Expenses. Second reading and public hearing.

Ordinance C-105-16 Make Appropriations for Current Expenses and Other Expenditures for which the City of Grove City must provide during the Twelve months ending December 31, 2017.

SAFETY: Ms. Lanese

Ordinance C-104-16 Authorize the City Administrator to enter into an Agreement for Dispatching and Communication Services with Jackson Township. Second reading and public hearing.

LANDS: Mr. Bennett

Resolution CR-73-16 Approve the Development Plan for Trivium Grove City Medical Office Building located on North Meadows Drive.

Resolution CR-74-16 Approve the Development Plan for Columbus Jack/Regent Warehouse Facility located at the northeast intersection of Gantz Rd. and Southpark Pl.

ON FILE: Minutes of: 12/05 & 12/12 Council Meeting; 12/06 Plan. Comm.; 12/05 BZA

No.: C-103-16
1st Reading: 12/05/16
Public Notice: 12/08/16
2nd Reading: 12/19/16
Passed: Rejected:
Codified: Code No:
Passage Publication:

Michael A. Turner, Director of Finance

Date: 12/13/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mayor Stage
Approved: _____
Emergency: 30 Days: _____
Current Expense: XX

No.: C-105-16
1st Reading: 12/19/16
Public Notice: 12/15/16
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-105-16

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR WHICH THE CITY OF GROVE CITY MUST PROVIDE DURING THE TWELVE MONTHS ENDING DECEMBER 31, 2017

WHEREAS, appropriations are required effective January 1, 2017 to provide for the current expenses and other expenditures associated with the operations of the City for the fiscal year ending December 31, 2017.

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

SECTION 1. The following appropriations are hereby made in the General Fund (100):

Department	#	Personal Services	All Other	2017 Budget Request
CITY COUNCIL	100010	219,146	23,450	242,596
ADMINISTRATION	100030	495,421	55,452	550,873
FINANCE	100040	413,505	584,575	998,080
LAW	100050	0	527,000	527,000
POLICE	100070	8,741,972	1,253,300	9,995,272
COMMUNICATIONS	100071	1,457,494	69,900	1,527,394
CLERK OF COURTS	100072	282,994	144,450	427,444
BUILDING	100080	1,090,850	134,950	1,225,800
LANDS & BUILDINGS	100090	1,184,235	2,623,983	3,808,218
PARKS & REC.	100100	838,194	680,866	1,519,060
FLEET MAINTENANCE	100110	107,679	155,125	262,804
GENERAL GOV.	100120	554,350	10,645,756	11,200,106
HEALTH	100160	0	382,225	382,225
INFORMATION TECH	100250	786,809	1,344,376	2,131,185
COMMUNITY RELS	100260	138,404	143,000	281,404
HUMAN RESOURCE	100270	98,087	71,000	169,087
DEVELOPMENT	100310	560,500	402,288	962,788
GENERAL FUND		16,969,640	19,241,696	36,211,336

SECTION 2. The following appropriations are hereby made in the following funds:

Department	#	Personal Services	All Other	2017 Budget Request
STREET	101400	1,208,694	679,675	1,888,369
STATE HIGHWAY	102000	0	345,000	345,000
POLICE PENSION	103000	1,350,130	20,000	1,370,130
GENERAL RECREATION	104000	908,088	448,900	1,356,988
CITY PERMISSIVE MVL	105000	0	500,000	500,000
COUNTY PERMISSIVE MVL	106000	0	210,000	210,000
SENIOR NUTRITION	108000	0	15,000	15,000
DRUG LAW ENF	109000	0	232,000	232,000
DARE	110000	0	13,791	13,791
COMMUNITY DEV.	112600	148,776	374,000	522,776
COMM. ENVIRONMENT	113000	0	136,700	136,700
LAW ENFORCE. ASSIST	114000	0	9,000	9,000
ENFORCEMENT & ED	115000	0	7,000	7,000
COURT COMPUTER	120000	0	59,100	59,100
BIG SPLASH	125700	190,966	112,263	303,229
BOND RETIREMENT	201000	0	1,486,841	1,486,841
BUCKEYE TIF	202000	0	3,423,696	3,423,696
PINNACLE TIF	203000	0	2,701,975	2,701,975
ROCKFORD TIF	136000	0	277,000	277,000
SR665 TIF	204000	0	531,150	531,150
LUMBERYARD TIF	205000	0	305,630	305,630
CAPITAL IMPROVEMENTS	305000	0	5,635,301	5,635,301
RECREATION DEVELOP.	306000	0	376,000	376,000
WORKERS COMP.	401000	0	272,000	272,000
WATER	501000	0	1,274,867	1,274,867
SEWER	502800	547,966	727,020	1,274,986
DEPOSIT TRUST	601000	0	1,500,000	1,500,000
SECTION 125	607000	5,000	0	5,000
CONVENTION BUREAU	609000	0	375,000	375,000
SCIOTO TOWNSHIP JEDD	620000	0	1,000,000	1,000,000
TOTALS		4,359,620	23,048,909	27,408,529

SECTION 3. The Director of Finance is hereby authorized to issue his check against the appropriate city account for the amount appropriated and for the purpose stated in this ordinance upon receiving the proper certificate and vouchers therefore approved by an officer authorized by law to approve same or authorized by an ordinance of Council to make expenditures.

SECTION 4. The salary for the Administrative Assistant shall be \$141,000.00 annually for the period January 1, 2017 to December 31, 2017, and the salary for the Clerk of Council shall be \$84,379.00 for the period January 1, 2017 to December 31, 2017. They shall receive the same benefits outlined in Chapters 159 and 161 of the Codified Ordinances.

SECTION 5. This ordinance shall go into effect at the earliest opportunity allowed by law, with appropriation amounts being effective January 1, 2017.

Roby Schottke, President of Council

Passed:
Effective

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

Date: 11-29-16
Introduced By: Ms. Lanese
Committee: Safety
Originated By: Mr. Boso
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-104-16
1st Reading: 12/05/16
Public Notice: 12/08/16
2nd Reading: 12/19/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-104-16

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR DISPATCHING AND COMMUNICATION SERVICES WITH JACKSON TOWNSHIP

WHEREAS, on July 1, 2013 Council enacted Ordinance C-40-13 which approved a multi-year dispatching and communication services agreement with Jackson Township that expires on December 31, 2016; and

WHEREAS, the Parties wish to enter into a new Agreement for an additional three (3) year term; and

WHEREAS, this Agreement exceeds twelve (12) months and must be approved by Ordinance.

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

SECTION 1. City Council hereby authorizes the City Administrator to execute a new multi-year Dispatching and Communication Services Agreement with Jackson Township upon the terms and conditions set forth in Exhibit A.

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

Roby Schottke, 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

AGREEMENT

Agreement to provide communication services ("Agreement") for the Jackson Township ("Township") Fire Department by the City of Grove City ("City") is made and entered into on the ____ day of _____, 2016, by and between the City, an Ohio Municipal Corporation, and the Township, an Ohio Political Subdivision.

WHEREAS, the Township desires to contract for communication services for the Township Fire Department; and

WHEREAS, the City is able to furnish to the Township such communication services and it is in the best interests of the City to do so; and

WHEREAS, the City has been providing communication services to the Township Fire Department pursuant to the terms of the Agreement; and

WHEREAS, the original agreement expired on December 31, 2013 and was previously extended until December 31, 2016; and

WHEREAS, the Parties wish to enter into a new Agreement for an additional Three (3) year term; and

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

- I. The City shall furnish the facilities, personnel and equipment for the purpose of providing communication services ("Communication Services") to the Township Fire Department. Communication Services shall include:
 - 1) Providing the Township access to the City's computer aided dispatch ("CAD") network for the purpose of accessing CAD call reports. This access shall be available at all Township fire stations;
 - 2) If requested, providing the Township a CAD printout to each Township fire station for each call for service received by the City;
 - 3) Representing the Township at all Franklin County E9-1-1 PSAP Manager meetings;
 - 4) Maintaining the E9-1-1 master street address guide for all areas located in the Township; and
 - 5) Performing other services as may from time to time be mutually agreed by the parties.

II. Additionally, the parties agree as follows:

- (1) The City shall provide the equipment and personnel necessary to provide twenty-four (24) hour a day and seven (7) day a week Communication Services for the Township Fire Department;
- (2) The City shall receive all calls and communicate the message or internal requests to the Township Fire Department in accordance with generally acceptable procedures for dispatching and in accordance with such procedures as shall from time to time be prescribed by the Township Fire Department and/or the City;
- (3) The City shall maintain a written and/or electronic log of all communications referred to in Section II(2) above. The Township shall have electronic access to these communication logs;
- (4) Dispatching shall be performed only by qualified individuals hired by the City;
- (5) Both parties recognize that the City is under no obligation to assign a dispatcher to exclusively perform dispatch duties under this Agreement and that there is no penalty upon the City for failing to meet to do so;
- (6) The City will continue its policy of handling radio calls in priority order without regard to whether the call is related to police, fire or emergency medical activity;
- (7) The Township, at its sole expense, shall assume all responsibility for the Township public safety radio equipment and shall pay any expenses, fees or other charges required to render it compatible with the City dispatch center and the Township shall coordinate any programming or equipment changes made or updates to programming or equipment; and the Township agrees that the programming for their public safety radios shall be consistent in their compatibility with the City and County;
- (8) If any addition of mobile data computers by the Township results in an increase in software costs for the City's dispatch center, the Township agrees to reimburse the City for those costs;
- (9) The City, at its expense, shall maintain the central dispatch computer and other City equipment; and
- (10) The Township may submit run card assignment changes to the Grove City CIC Manager for implementation into the CAD System.

III. The Township is solely responsible for providing fire and other emergency services for the residents, public officials, business entities and other individuals in the Township. The Township, at its sole discretion, is responsible for determining the proper allocation of the equipment, personnel and all other resources for providing fire and other emergency services.

- IV. The City shall have sole discretion and oversight in determining the appropriate allocation of equipment, personnel and all other resources for providing Communication Services under this Agreement.
- V. As consideration for the aforementioned services to be provided by the City to the Township pursuant to this Agreement, the Township shall pay the City as follows:
- 1) For calendar years 2017, 2018 and 2019, the township shall pay to the City, \$168,540.00 annually for such communication services;
 - 2) Township payments to the City shall be made quarterly.
- VI. This Agreement shall be for a period of three (3) years commencing on January 1, 2017 and ending on December 31, 2019 unless otherwise terminated earlier, as provided for herein.
- VII. During the original term of this Agreement, the Parties agree that they will meet and discuss the development and/or possible cost sharing of any new communications and/or technological improvements that would be beneficial to both Parties.
- VIII. This Agreement may be renewed or extended for additional periods of three (3) years upon mutual agreement of the parties, pursuant to the following process:
- 1) If Township seeks an extension of the term of this Agreement it shall submit, in writing, a request to the City to extend this Agreement at least one hundred and eighty (180) days prior to the expiration of original term.
 - 2) The City shall be required to approve or disapprove, in writing, any request for an extension within ninety (90) days of receipt.
- IX. If this Agreement is extended for an additional three (3) year term pursuant to Section VIII hereunder, the City and Township shall mutually agree upon an updated payment amount.
- X. Either party, at its sole discretion, shall have the right upon one hundred eighty (180) days written notice to terminate this Agreement without penalty.
- XI. In the event of a breach of any provision of this Agreement, either party may terminate this Agreement, if following written notice to the breaching party, said breaching party fails to immediately attempt to remedy such material breach.
- XII. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties and executed in accordance with the laws of the State of Ohio.
- XIII. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to the Agreement, whether between the parties, or of any of the parties employees, agents, or volunteers will be resolved under the laws of the State of Ohio, in an appropriate court in Franklin County, Ohio.

IN WITNESS WHEREOF, the City of Grove City and Pleasant Township have set their hands by their authorized representatives the day and year first written above.

CITY OF GROVE CITY, OHIO

JACKSON TOWNSHIP, OHIO

Charles W. Boso, Jr.
City Administrator

Michael Lilly
Township Administrator

Approved as to form:

Approved as to form:

Stephen J. Smith, Law Director

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the Township's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

Ron Grossman, Fiscal Officer

Date

Date: 12/14/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: CR-73-16
1st Reading: 12/19/16
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-73-16

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR TRIVIMUM GROVE CITY MEDICAL OFFICE BUILDING LOCATED WEST OF NORTH MEADOWS DRIVE AND NORTH OF STATE ROUTE 665

WHEREAS, on December 06, 2016, the Planning Commission recommended approval of the Development Plan for Trivium Grove City Medical Office Building, with the following deviations and stipulations:

1. A deviation shall be granted to allow the parking lot to infringe into the setback from North Meadows Drive by 24 feet at the northeast corner of the lot, where the lot is adjacent to the former cul-de-sac bulb right of way;
2. The dumpster enclosure shall be completely enclosed on three sides with brick to match the primary structure. References to privacy fencing for dumpster screening shall be removed;
3. The highway monument sign shall be removed from plans;
4. All curbing on the site shall be 12' tilt-out curbing.

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 Trivium Grove City Medical Office Building, 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.

Roby Schottke, 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: 12/14/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-74-16
1st Reading: 12/19/16
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-74-16

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR COLUMBUS JACK/REGENT WAREHOUSE FACILITY LOCATED AT THE NORTHEAST INTERSECTION OF GANTZ ROAD AND SOUTHPARK PLACE

WHEREAS, on December 06, 2016, the Planning Commission recommended approval of the Development Plan for Columbus Jack/Regent Warehouse Facility, with the following deviations and stipulations:

1. A variance shall be obtained from the Board of Zoning Appeals to exceed the permitted height of 35' by 15';
2. Amended plans shall be submitted prior to City Council showing curbing details proposed for the site.

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 Columbus Jack/Regent Warehouse Facility, 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.

Roby Schotke, 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