

**GROVE CITY, OHIO COUNCIL  
LEGISLATIVE AGENDA**

July 20, 2015

6:30 Caucus

7:00 – Reg. Meet.

*Presentations: G.C. Town Center Inc. – Best of the Bus*

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FINANCE: Mr. Bennett

- Ordinance C-33-15     Appropriate \$4,425.00 from the General Fund for the Current Expense of Records Preservation. Second reading and public hearing.
- Ordinance C-34-15     Appropriate \$690,000.00 from the General Fund for the Current Expense of Extending the 18-inch Orders Road Trunk Sanitary Sewer and Waiving Section 139.05 of the Codified Ordinances. Second reading and public hearing.
- Ordinance C-35-15     Appropriate \$350,000.00 from the General Fund for the Current Expense of Professional Services for the recommended Racetrack Redevelopment Projects. Second reading and public hearing.
- Ordinance C-36-15     Grant an Exceptional Circumstance for 3981 Broadway to Increase the Maximum Award under the Town Center Commercial Revitalization Grant Program. Second reading and public hearing.
- Ordinance C-39-15     Appropriate \$176,779.00 from the General Fund for the Current Expense of the Gantz Road Improvement Project. First reading.
- Ordinance C-40-15     Appropriate \$1,000,000.00 from the Capital Improvement Fund for the Current Expense of Constructing the New Library and Related Expenses. First reading.
- Ordinance C-41-15     Authorize the City Administrator to enter into a Development Agreement with Pizzuti regarding the Redevelopment of the former Lumberyard Site and Authorize the Transfer of the Site. First reading
- Ordinance C-42-15     Declare the Improvement of certain parcels of Real Property to be a Public Purpose and Exempt from Taxation; Providing for the Collection and Deposit of Service Payments; and Specifying the purposes for which the Service Payments may be expended. First reading.
- Resolution CR-41-15     Approve and Authorize the City Administrator to enter into a Contract for the Guaranteed Maximum Pricing Proposal from Miles McClellan Construction Company for the Early Bid Packages for the Construction of the new Library.
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SERVICE: Ms. Lanese

- Ordinance C-37-15     Authorize the City Administrator to enter into an Agreement with the Ohio Public Works Commission for the West Water Run Stream Restoration Project. Second reading and public hearing.
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LANDS: Ms. Klemack-McGraw

- Ordinance C-32-15 Approve the Rezoning of 9.05 acres located at 2066 Home Road from SF-1 to PUD-R. Second reading and public hearing.
- Ordinance C-38-15 Accept the Annexation of 5.46 acres located South of Borrer Road and East of Borrer Road. Second reading and public hearing.
- Ordinance C-43-15 Approve the Plat of Meadow Grove Estates North, Section 3. First reading.
- Ordinance C-44-15 Approve a Special Use Permit for Outdoor Seating for London Place located on the southeast corner of the building. First reading.
- Ordinance C-45-15 Approve a Special Use Permit for a Drive-Thru for London Place located at the northwest corner of S.R. 665 and Summit Way. First reading.
- Ordinance C-46-15 Approve a Special Use Permit for Outdoor Seating for London Place located on the southwest corner of the building. First reading.
- Ordinance C-47-15 Approve a PUD-R Zoning Classification for a 16± acre parcel located at the Southwest corner of Haughn and Orders Roads upon its Annexation. First reading.
- Resolution CR-42-15 Approve the Development Plan for Mid-Ohio Food Bank located at 8231 Brookham
- Resolution CR-43-15 Approve the Development Plan for Village at Gantz Meadows located at 2066 Home
- Resolution CR-44-15 Approve the Development Plan for Broadway & Park Apartments located at 4035 Broadway.
- Resolution CR-45-15 Approve a Certificate of Appropriateness for the Erection of Residential Structures located at 4035 Broadway in the Historical Preservation Area.
- Resolution CR-46-15 Appeal the decision of the Board of Zoning Appeals granting a Variance to Table 1135.10-I – Residential District Requirements, to Waive the Requirement to have a Minimum 80’ of Street Frontage for 0000 Orders Road.
- Resolution CR-47-15 Recognize John “Elmer” Houdashelt and Name Field #11 at Windsor Park in his Honor.
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ON FILE: Minutes of: July 06, 2015 - Council Meeting; Minutes of July 7 - Planning Commission

Date: 06/23/15  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Ms. Kelly  
Approved: Council  
Emergency: 30 Days  
Current Expense: XX

No. : C-33-15  
1st Reading: 7/06/15  
Public Notice: 7/09/15  
2nd Reading: 7/20/15  
Passed:        Rejected:  
Codified:        Code No:  
Passage Publication:

## ORDINANCE C-33-15

### AN ORDINANCE TO APPROPRIATE \$4,425.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF RECORDS PRESERVATION

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WHEREAS, the Clerk of Council has discovered Council Minute Books, a Treasurer's Book and a Mayor's Case Book, dating back to the 1800's; and

WHEREAS, these books are in great disrepair and in need of preservation for the historic and permanent record of the City; and

WHEREAS, because of the deterioration of these books, there is a sense of urgency for this work to be done.

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

SECTION 1. There is hereby appropriated \$4,425.00 from the unappropriated monies of the General Fund to account #100120.541000 for the Current Expense of historic records repair and preservation.

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

\_\_\_\_\_  
Ted A. Berry, President of Council

Passed:

\_\_\_\_\_  
Richard L. Stage, Mayor

Effective:

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

\_\_\_\_\_  
Stephen J. Smith, Director of Law

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

\_\_\_\_\_  
Michael A. Turner, Director of Finance

Date: 06/29/15  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mr. Smith  
Approved: Mr. Boso  
Emergency: 30 Days:  
Current Expense: XX

No.: C-34-15  
1st Reading: 07/06/15  
Public Notice: 07/09/15  
2nd Reading: 07/20/15  
Passed:      Rejected:  
Codified:      Code No:  
Passage Publication:

## ORDINANCE C-34-15

AN ORDINANCE TO APPROPRIATE \$690,000.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF EXTENDING THE 18-INCH ORDERS ROAD TRUNK SANITARY SEWER AND WAIVE SECTION 139.05 OF THE CODIFIED ORDINANCES

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WHEREAS, development along the Orders Road corridor supports the need to extend the sanitary sewer; and

WHEREAS, this improvement will be completed as part of the Orders Road improvements by the contractor who was previously awarded the bid; and

WHEREAS, the City of Grove City operates and maintains a sanitary pump station at Fryer Park which will be abandoned as a result of the said improvements, and

WHEREAS, the project will consist of approximately 2,700 linear feet of 18-inch sanitary sewer, 20 service laterals for properties along the alignment, and 10 manhole structures, and

WHEREAS, the consulting engineer estimated the cost of this project at \$690,000.00; and

WHEREAS, the City has coordinated with adjacent developers and property owners for the alignment, services, and funding of said improvements; and

WHEREAS, the City has received the commitments on funding from private sources in the amount of \$464,900.00 to reimburse the City for the cost of extending and installing sewer service to their properties.

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

SECTION 1. There is hereby appropriated \$690,000.00 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund into account number 30500.603145 for the Current Expense of extending the 18-inch orders road trunk sanitary sewer.

SECTION 2. The City hereby waives any provisions of Section 139.05 and authorizes the contractor who was awarded the bid on the Orders Road improvements to also extend the 18-inch Orders Road trunk sanitary sewer as this is in the best interest of the City.

SECTION 3. This Ordinance appropriates for Current Expenses and shall therefore go into immediate effect.

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Ted A. Berry, President of Council

Date: 06/29/15  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mr. Boso  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: XX

No.: C-35-15  
1st Reading: 07/06/15  
Public Notice: 07/09/15  
2nd Reading: 07/20/15  
Passed: Rejected:  
Codified: Code No:  
Passage Publication:

## ORDINANCE C-35-15

### AN ORDINANCE TO APPROPRIATE \$350,000.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF PROFESSIONAL SERVICES FOR THE RECOMMENDED RACETRACK REDEVELOPMENT PROJECTS

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WHEREAS, in 2012 the State of Ohio established a Racetrack Facility Community Economic Redevelopment Fund to assist in the redevelopment of abandoned horse racing track facilities; and

WHEREAS, the City is eligible to receive up to Three Million Dollars from the Fund to assist in the redevelopment of the abandoned track facility within the defined project area; and

WHEREAS, under Ordinance C-27-15, the City established a Racetrack Redevelopment Committee which is required to submit grant requests; and

WHEREAS, under Ordinance C-29-15, the City approved the Racetrack Redevelopment Fund grant agreement; and

WHEREAS, under Ordinance C-33-15, the City approved the Racetrack Redevelopment Committee recommendations for projects and funding amounts:

1. \$1,360,350 for the restoration and relocation of West Water Run contingent upon the receipt of land donation from Penn National Gaming and grant award (Clean Ohio Fund) from the Ohio Public Works Commission; and
2. \$750,000 towards the combined costs of site demolition/cleanup, environmental assessment, and utility master planning; and
3. \$295,000 for the design and construction of a 10' greenway trail and path.

WHEREAS, this funding will support the capital improvement planning to support the redevelopment of the Beulah Park site; and

WHEREAS, this funding will support surveying, detailed design, permitting, land acquisition, utility coordination, ancillary services and bid procurement for the following improvements:

1. West Water Run Relocation and Restoration;
2. Greenway Trail;
3. Piping and improvement to restore relocated stream alignment through neighborhood; and
4. Mass Grading Plan for site to support disposal of spoils in manner conducive to future site development.

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

SECTION 1: There hereby is appropriated \$350,000.00 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund into account number 305000.603144 for the current expense of professional services for the recommend racetrack redevelopment projects.

SECTION 2: The monies appropriated shall be contingent upon approval of Penn National Gaming granting the necessary land donation (or easement) for the conservation area and approval from the Ohio Development Services Agency for a racetrack redevelopment grant.

SECTION 3: This ordinance appropriates for current expenses and shall therefor go into immediate effect.

\_\_\_\_\_  
Ted A. Berry, President of Council

Passed:

\_\_\_\_\_  
Richard L. Stage, Mayor

Effective:

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

\_\_\_\_\_  
Stephen J. Smith, Director of Law

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

\_\_\_\_\_  
Michael A. Turner, Director of Finance

Date: 06/30/15  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Stage/Davis  
Approved: \_\_\_\_\_  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No. : C-36-15  
1st Reading: 07/06/15  
Public Notice: 07/09/15  
2nd Reading: 07/20/15  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-36-15

### AN ORDINANCE TO GRANT AN EXCEPTIONAL CIRCUMSTANCE FOR 3981 BROADWAY TO INCREASE THE MAXIMUM AWARD UNDER THE TOWN CENTER COMMERCIAL REVITALIZATION GRANT PROGRAM

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WHEREAS, on June 19, 2013, Council approved Ord. C-29-13, replacing Exhibit A of the Town Center Commercial Revitalization Grant Program; and

WHEREAS, the replaced Exhibit A provides, in part, that an exceptional circumstance may be granted by City Council to address the "percentage of matching funds" and to increase the maximum award amount for a specific Project"; and

WHEREAS, an exceptional circumstance under the Program may be established where the project merits "special consideration"; and

WHEREAS, "special consideration" may be found when a minimum of three of the following criteria are satisfied: (1) proposed improvement will substantially enhance the vitality and appearance of Town Center; (2) proposed improvement will result in creation of jobs; (3) proposed improvement will result in the leveraging of additional economic investment and/or activity; (4) proposed improvement will result in the utilization of sustainable building and site design concepts; (5) proposed improvement will result in the attainment of a needed service or goal as set forth in the Town Center Plan, (6) proposed improvement will result in the maintenance and enhancement of exterior structures and their interior facilities; and (7) proposed improvement will result in the update of building and facilities to meet current code requirements to better serve and protect the health, life and safety of their occupants; and

WHEREAS, the property was originally opened as the Kingdom Theater in 1916 and has been home to the Little Theater off Broadway since the late 1960's; and

WHEREAS, the LTOB has been a mainstay in the City and Town Center by offering arts and programming for all ages; and

WHEREAS, the LTOB is an Ohio non-profit corporation; and

WHEREAS, the property owner has made application and is seeking a finding of an exceptional circumstance to waive the matching funds provision and increasing the maximum award for the Program.

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

SECTION 1. This Council finds that special considerations have been satisfied and hereby grants an exceptional circumstance to 3981 Broadway making it eligible for an award of \$20,000.00 to be used toward program eligible projects, without contributing the matching funds required under the Town Center Commercial Revitalization Grant Program.

Date: 07/14/15  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mr. Turner  
Approved: Mr. Boso  
Emergency: 30 Days:  
Current Expense: XX

No.: C-39-15  
1st Reading: 07/20/15  
Public Notice: 07/23/15  
2nd Reading: 08/03/15  
Passed: Rejected:  
Codified: Code No:  
Passage Publication:

## ORDINANCE C-39-15

### AN ORDINANCE TO APPROPRIATE \$176,779.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF THE GANTZ ROAD IMPROVEMENT PROJECT

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WHEREAS, the City desires to improve Gantz Road by rehabilitating the roadway, adding street lighting, improving traffic circulation and queuing along Gantz Road between Stringtown Road/Brookham Drive, connecting the bike path between Stringtown Road/Ohio Drive and improving the operation of Ohio/Gantz intersection during peak hours; and

WHEREAS, the total Project costs are estimated to be \$2,420,500.00; and

WHEREAS, under Resolution CR-45-14, the City Administrator was authorized to apply for financial assistance from the Ohio Public Works Commission for the Project; and

WHEREAS, the City received a total award from OPWC in the amount of \$1,999,999.00 that includes a grant of \$835,519.00 and \$1,164,480.00 loan; and

WHEREAS, this funding will support the detailed design, land acquisition, utility coordination, and bid procurement for the Project; and

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

SECTION 1. There is hereby appropriated \$176,779.00 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund and appropriated to account number 305000.603146 for the Current Expense of Gantz Road Improvements.

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

\_\_\_\_\_  
Ted A. Berry, President of Council

Passed:

\_\_\_\_\_  
Richard L. Stage, Mayor

Effective:

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

\_\_\_\_\_  
Stephen J. Smith, Director of Law

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

\_\_\_\_\_  
Michael A. Turner, Director of Finance

Date: 07-14-15  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mr. Turner  
Approved: Mr. Boso  
Emergency: 30 Days  
Current Expense: XX

No. : C-40-15  
1st Reading: 07/20/15  
Public Notice: 07/23/15  
2nd Reading: 08/03/15  
Passed:      Rejected:  
Codified:      Code No:  
Passage Publication:

## ORDINANCE C-40-15

### AN ORDINANCE TO APPROPRIATE \$1,000,000.00 FROM THE CAPITAL IMPROVEMENT FUND FOR THE CURRENT EXPENSE OF CONSTRUCTING THE NEW LIBRARY AND RELATED EXPENSES

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WHEREAS, on June 9, 2015 the City entered into a development agreement with the Southwest Public Libraries; and

WHEREAS, the development agreement required a payment of \$1,000,000 to be made to the City from the Southwest Public Libraries; and

WHEREAS, the City received this payment on June 18, 2015 and deposited the required payment into the Capital Improvement Fund; and

WHEREAS, appropriation authority is necessary to expend these monies.

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

SECTION 1. There is hereby appropriated \$1,000,000.00 from the unappropriated monies of the Capital Improvement Fund to account number 305000.603133 for current expense of constructing the new library and related expenses.

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

\_\_\_\_\_  
Ted A. Berry, President of Council

Passed:

\_\_\_\_\_  
Richard L. Stage, Mayor

Effective:

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

\_\_\_\_\_  
Stephen J. Smith, Director of Law

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

\_\_\_\_\_  
Michael A. Turner, Director of Finance

Date: 07/14/15  
Introduced By: Mr. Bennett  
Committee: \_\_\_\_\_  
Originated By: Mayor Stage  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: C-41-15  
1st Reading: 07/20/15  
Public Notice: 07/23/15  
2nd Reading: 08/03/15  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-41-15

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH PIZZUTI REGARDING THE REDEVELOPMENT OF THE FORMER LUMBERYARD SITE AND AUTHORIZING THE TRANSFER OF THE SITE

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WHEREAS, in 2011, the City chose Pizzuti as the “Developer of Choice” for redevelopment of the Grove City Town Center; and

WHEREAS, on November 19, 2012, Pizzuti presented a concept plan to City Council that included, among other projects, the redevelopment of a portion of the current City Hall/former lumberyard site into the Grove City Town Center Apartment Project; and

WHEREAS, on August 26, 2013, Pizzuti presented a revised concept plan for the Project to City Council, and on September 3, 2013, City Council enacted Resolution CR-42-13 which endorsed the Revised Concept Plan for the Project; and

WHEREAS, on December 1, 2014, City Council approved the Preliminary Development Plan for the Project, and on December 8, 2014, City Council determined to proceed with the Project as generally described in the Preliminary Development Plan; and

WHEREAS, on July 6, 2015, City Council approved the rezoning of the Site to PUD-R consistent with the Project; and

WHEREAS, at Council meeting on July 6, 2015, the Mayor shared the financial details of the Project that are incorporated in this Development Agreement.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute an agreement with Pizzuti GCA LLC upon the terms and conditions in Exhibit A.

SECTION 2. Pursuant to the terms of agreement with Pizzuti GCA LLC, City Council hereby authorizes the transfer of the former lumberyard site.

SECTION 3. While the financial terms of the agreement have been finalized, City Council recognizes that additional changes may be necessary in order to finalize the agreement with Pizzuti. Accordingly, the City Administrator is hereby authorized to make necessary changes so long as they do not materially affect the terms and conditions approved herein.

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

C-41-15  
Exhibit A

## DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "**Agreement**") is made and entered into to be effective as of the \_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date"), by and between Pizzuti GCA LLC, an Ohio limited liability company ("**Pizzuti**"), whose address is 629 North High Street, Suite 500, Columbus, Ohio 43215, and the **CITY OF GROVE CITY, OHIO**, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter (the "**City**"), whose address is 4035 Broadway, Grove City, Ohio 43123. The City and Pizzuti may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

## BACKGROUND INFORMATION

A. In 2011, the City chose Pizzuti as the "Developer of Choice" for redevelopment of the Grove City Town Center.

B. On November 19, 2012, Pizzuti presented a concept plan to City Council that included, among other projects, the redevelopment of a portion of the current City Hall/former lumberyard site into the Grove City Town Center Apartment Project (the "**Project**").

C. On August 26, 2013, Pizzuti presented a revised concept plan (the "**Revised Concept Plan**") to City Council.

D. On September 3, 2013, City Council enacted Resolution CR-42-13 which endorsed the Revised Concept Plan.

E. On December 1, 2014, City Council approved the Preliminary Development Plan for the Project (the "**Preliminary Development Plan**").

F. On December 8, 2014, City Council determined to proceed with the Project as generally described in the Preliminary Development Plan.

G. On July 6, 2015, City Council approved the zoning for the Project.

## STATEMENT OF AGREEMENT

NOW THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Pizzuti hereby agree to the foregoing Background Information, which is expressly incorporated into this Statement of Agreement as though fully set forth herein, and agree as follows:

## ARTICLE I DESIGN AND CONSTRUCTION

1. Design/Feasibility. Subject to applicable zoning ordinances, Pizzuti shall have sole responsibility for, and complete control over, the design and layout of the Project, including, without limitation, the obligation to pay for such activities. Pizzuti shall also develop any and all underwriting models required for the construction and financing of the Project.

2. Project Construction. Subject to applicable laws, rules and regulations, Pizzuti shall have sole responsibility for, and sole control over, Project construction. Pizzuti shall complete construction of the Project in accordance with the Final Development Plan and all other applicable laws on or before \_\_\_\_\_, 2016. Pizzuti shall cause \_\_\_\_\_ and \_\_\_\_\_<sup>1</sup>, and such other guarantors as are providing a guaranty to the construction lender for the Project, to guaranty to the City such completion of the Project. The completion guaranty shall be in form and substance reasonably acceptable to City and shall be accompanied by a legal opinion in form and substance reasonably acceptable to the City from counsel to the guarantors to the effect that the guaranty is enforceable against the guarantors, subject to customary qualifications and exceptions.

3. Construction Financing. Subject to the terms of this Agreement, Pizzuti shall have sole responsibility for securing construction financing beyond any financing provided by the City, including, without limitation, the obligation to provide any guaranty required by the construction lender.

4. City Obligations. In consideration for Pizzuti's agreement to design and construct the Project, and in order to facilitate the Project, the City hereby covenants to, within the relevant stated timeframe:

- a. Not later than \_\_\_\_\_, 2015, relocate, at the City's sole cost and expense, the utilities currently located within that portion of the Project Site labeled the "Lumberyard" on Exhibit "A" (the "Existing Utilities") to one or more locations outside the Project Site. The City shall endeavor to relocate the Existing Utilities within public rights of way which are immediately adjacent to the Project Site, or in other locations which enhance Pizzuti's ability to tap-into or otherwise utilize the Existing Utilities for the benefit of the Project without the requirement of new easements in favor of the Project Site;
- b. Not later than \_\_\_\_\_, 2015, remove, at the City's sole cost and expense, the existing cooling tower and related equipment from the Project Site;
- c. Assist Pizzuti in any way reasonably possible to achieve lot splits and/or lot combinations necessary to compile the Project Site into one or more freely transferable parcels such that the Project Site can be transferred to Pizzuti not later than the Outside Transfer Date (as hereinafter defined). The City's obligations under this sub-paragraph shall include the payment or waiver, as the context permits, of any and all fees associated with such lot splits and/or lot combinations;
- d. Assist Pizzuti in any way reasonably possible to vacate the existing alleyway that runs through the Lumberyard, including, without limitation, the vacation of any and all easements located within the alleyway, not later than the Outside Transfer Date. The City's obligations under this sub-paragraph shall

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<sup>1</sup> Pizzuti – please provide list of proposed guarantors. The City will provide the form of completion guaranty. It will consider the form of completion guaranty given to the construction lender if that form is available.

include the payment or waiver, as the context permits, of any and all fees associated with such alleyway/easement vacation;

- e. **[Execute any and all necessary agreements, applications, and other documents reasonably required to facilitate Project planning, approval, finance and construction, within a commercially reasonable period of time after Pizzuti's request therefor; and][Pizzuti – please provide more detail on expected documents. City needs to understand and make sure that it has Council authorization for those documents.]**
- f. Provide financing for a portion of the costs of constructing the Project, as set forth in Article II of this Agreement.

5. Indemnity. Pizzuti shall, at its cost and expense, defend, indemnify and hold the City and any officials, employees, agents and representatives of the City, its successors and assigns (collectively the “**Indemnified Parties**” and each an “**Indemnified Party**”), harmless from and against, and shall reimburse the Indemnified Party for, any and all loss, cost (including reasonable attorneys’ fees incurred in defending claims), claim, liability, damage, judgment, penalty, injunctive relief, expense or action (collectively the “**Liabilities**” and each a “**Liability**”), whether or not the Indemnified Party shall also be indemnified as to any such claim by any other person, the basis of which claim (a) was caused by or results from the actions or failures to act of Pizzuti or its affiliates, agents, employees, contractors, subcontractors and material suppliers while in possession or control of the Project, whether or not such action or inaction was negligent or reckless, or is in any way related to the construction of the Project or the selection of contractors, subcontractors or material suppliers relating thereto; (b) is based, in whole or in part upon failure or alleged failure of Pizzuti to satisfy its obligations under this Agreement; (c) relates to fraud, misapplication of funds, illegal acts, or willful misconduct on the part of Pizzuti; or (d) relates to the bankruptcy or insolvency of Pizzuti. The indemnity provided for herein shall survive the expiration or termination of this Agreement.

6. Insurance Requirements. Pizzuti will, at all times, maintain or cause to be maintained the insurance coverage for the Project as set forth on Exhibit C.

## ARTICLE II FINANCING

1. Financing. To facilitate Pizzuti's construction of the Project, the City hereby agrees to pay the total sum of Four Million Four Hundred Thousand Dollars (\$4,400,000.00) to the Project as follows:

- a. Four Hundred Thousand Dollars (\$400,000.00) not later than the Transfer Date (defined below); and
- b. Four Million Dollars (\$4,000,000.00) to be escrowed on the Transfer Date with the construction lender (pursuant to an escrow agreement mutually

acceptable to the City and the construction lender) and then released when the Project receives at least a temporary or conditional occupancy permit.

2. CRA. Not later than the Transfer Date, the City shall provide the Project with a 3-year, 100% community reinvestment area exemption (the “**CRA Exemption**”). Pizzuti shall agree to a Declaration of Covenants and Imposition of Continuing Priority Lien (the “Declaration”) running with the land whereby Pizzuti among other things, waives, for itself and any future owners of the Project or Project Site, any community reinvestment area exemption beyond the 3-year CRA Exemption. The Declaration shall be in form and substance mutually acceptable to the City and Pizzuti and must be recorded on the Transfer Date (as defined below) prior to any mortgages or other monetary liens on the Project Site or Project.<sup>2</sup> The Declaration shall also contain the indemnity and insurance requirements for the Project set forth above and provisions for the disposition of any eminent domain awards.

3. TIF. Not later than the Transfer Date, the City shall provide the Project with a 100% tax increment financing exemption (the “**TIF Exemption**”) lasting at least 24 years, and which TIF Exemption shall be subordinate to the CRA Exemption.

4. Pizzuti Payments.

- a. Minimum PILOT. Beginning in calendar year [2017] to and including calendar year [2040], Pizzuti shall make two semi-annual payments of One Hundred Sixty-Seven Thousand Seven Hundred Fifty Dollars (\$167,750.00) each to the City no later than January 31<sup>st</sup> and June 30<sup>th</sup> of each such year (collectively, the “Minimum PILOT”). All statutorily required TIF service payments for the Project paid to the City or the Franklin County Treasurer in a calendar year shall be credited against the Minimum PILOT for such calendar year.
- b. TIF Service Payment. For each year of the TIF Exemption, Pizzuti shall pay the statutorily-required TIF service payments for the Project.
- c. Declaration. The obligations under the foregoing paragraphs a. and b. shall be incorporated into the Declaration.

### ARTICLE III TRANSFER OF PROJECT SITE

On a certain date as soon as practicable to be determined (the “**Transfer Date**”), which Transfer Date shall be not later than October 31, 2015, the City shall transfer the “**Project Site**”, which is more particularly described in **Exhibit “B”**, to Pizzuti (or its designee), in “as-is” condition, by quitclaim deed (the “**Deed**”), subject to all applicable covenants, conditions, restrictions, and easements of record; applicable real property taxes (if any); zoning and building laws, ordinances, and regulations; and legal highways. The purchase price for the Project Site

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<sup>2</sup> Note: City will provide form of Declaration.

(the "**Purchase Price**") shall be Ten Dollars (\$10) payable not later than the City's delivery of the deed. The Parties agree that the value of the Project Site is Eight Hundred Twenty-Two Thousand Two Hundred Fifty Dollars (\$822,250.00).

Each Party will deliver such documents to the title agent selected by Pizzuti as may be necessary or convenient to complete the transfer. Pizzuti will pay all closing costs, including the cost of title insurance, the cost of preparation and recording of closing documents, and other fees associated with the transfer of the Project Site.

City and Pizzuti acknowledge that no brokers, realtors or finders are due any brokerage fees, commissions, or other fees arising out of this transaction or transactions, including, without limitation, documents related to any available exemptions from conveyance fees.

The Pizzuti represents to City that the Pizzuti knows or will know, has examined or will examine, and has investigated or will investigate in accordance with the terms of this Agreement to the full satisfaction of Pizzuti the physical nature and condition of the Project Site, the improvements thereon, and the fixtures and appurtenances annexed thereto, agreed to be transferred to Pizzuti hereunder; that neither City nor any agent, attorney, employee, or representative have made any representation whatsoever regarding the subject matter of this sale, or any part thereof, including (without limiting the generality of the foregoing) representations as to the physical nature or condition of the Project Site transferred to Pizzuti hereunder; and that Pizzuti, in executing, delivering, and/or performing its duties and obligations under this Agreement, does not rely upon any statement and/or information to whomsoever made or given, directly or indirectly, verbally or in writing, by any individual, firm, or corporation as to the physical nature and condition of the Project Site. Pizzuti agrees to take the Project Site "AS IS."

The City shall have the right, but not the responsibility, to remove all fixtures and equipment prior to transfer, and Pizzuti shall be responsible for all fixtures and equipment left behind by the City.

#### **ARTICLE IV** **REPRESENTATIONS AND WARRANTIES**

1. Warranties and Representations of Pizzuti. In addition to any other representation or warranty contained in this Agreement, Pizzuti hereby represents and warrants that the execution, delivery, and performance by Pizzuti of this Agreement and the performance by Pizzuti of the transactions contemplated hereunder are authorized under all applicable laws, rules, and regulations and have each been duly authorized by such persons or authorities as may be required, and on the Closing Date, Pizzuti shall provide the City with a resolution, or other instrument, in form satisfactory to the City, evidencing such authorization. Pizzuti shall provide a legal opinion in form and substance reasonably acceptable to the City from counsel to Pizzuti to the effect that Pizzuti's obligations hereunder and under the Declaration are enforceable against Pizzuti, subject to customary qualifications and exceptions.

2. Warranties and Representation by the City. In addition to any other representation or warranty contained in this Agreement, the City hereby represents and warrants that the execution, delivery, and performance by the City of this Agreement and the performance

by the City of the transactions contemplated hereunder are authorized under all applicable laws, rules, and regulations, and furthermore represents and warrants that on the Closing Date, the City shall provide Pizzuti with a copy of an ordinance evidencing the City's authorization to enter into and perform this Agreement.

**ARTICLE V**  
**MISCELLANEOUS PROVISIONS**

1. **Notices.** Any notice or other communication required or permitted to be given to a Party under this Agreement shall be in writing and shall be given by one of the following methods to such Party at the address set forth below: (i) by prepaid registered or certified U.S. mail, return receipt requested, (ii) hand delivery in person, or (iii) by a nationally recognized overnight courier. Any such notice shall be deemed to have been given upon receipt or refusal of receipt. Either Party may change its address for notice by giving written notice thereof to the other Party. The address of each Party for notice initially is as follows:

Pizzuti:

Pizzuti GCA LLC  
Attn: General Counsel  
629 North High Street  
Suite 500  
Columbus, Ohio 43215

The City:

City of Grove City  
Attn: Charles W. Boso, Jr., City Administrator  
4035 Broadway  
Grove City, Ohio 43123

2. **Governing Law.** This Agreement is being executed and delivered in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned consent to the venue and jurisdiction of the Court of Common Pleas of Franklin County, Ohio.

3. **Entire Agreement.** This Agreement as may be hereinafter amended, constitutes the entire contract between the Parties, and may not be modified except by an instrument in writing signed by the Parties hereto and supersedes all previous agreements, written or oral, if any, of the Parties.

4. **Time of Essence.** Time is of the essence in all respects of this Agreement. All dates set forth in this agreement may be extended by mutual agreement of the Parties, and time shall be of the essence with respect to such extension.

5. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Neither Party shall assign this Agreement without the written consent of the other Party.

6. Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.

7. Amendment. The terms and provisions of this Agreement may only be amended by a written agreement duly executed by both Parties. The City Administrator is hereby authorized to enter into and execute any non-material amendments to this Agreement and exhibits hereto.

8. Headings; Background Information; Exhibits; Counterparts. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires. The Background Information and the Exhibits hereto are hereby incorporated into this Agreement by this reference. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. Signatures transmitted by facsimile or electronic means are deemed to be original signatures.

9. No Partnership. Nothing contained in this Agreement shall be construed to make Pizzuti and the City partners or joint venturers, or to render them liable for the debts or obligations of the other, except as otherwise expressly provided herein.

10. No Personal Liability. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation, or stipulation of any present or future public official, officer, director, member, agent or employee, as the case may be, of the City or of Pizzuti in an individual capacity, and to the extent authorized and permitted by applicable law, no official or officer executing this Agreement on behalf of the City or Pizzuti shall be liable personally under this Agreement.

11. No Waiver. No delay or omission by either Party to exercise any right or power accruing upon any failure of performance by the other Party under the provisions of this Agreement shall impair any such right or power, or shall be construed to be a waiver thereof. Any waiver by either Party of any breach of the covenants, conditions or agreements herein to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenants, conditions or agreements herein contained.

12. Compliance with Law. If the terms of this Agreement do not in any material respect comply with any present or future laws, ordinances or other regulations of any governmental authority with jurisdiction, then the City and Pizzuti shall take such actions as are

necessary to modify the terms of this Agreement such that the performance of this Agreement is in compliance with said laws, ordinances and other regulations.

13. Survival. The terms and conditions of this Agreement which are not performed as of the Closing shall survive the Closing and delivery of the Deed hereunder.

[SIGNATURES ON FOLLOWING PAGE]

The City and Pizzuti have hereunto subscribed their names on the day and year first aforesaid.

**PIZZUTI GCA LLC,**  
an Ohio limited liability company

[By: \_\_\_\_\_]

**CITY OF GROVE CITY, OHIO,**  
an Ohio municipal corporation

By: \_\_\_\_\_  
Charles W. Boso, Jr.  
City Administrator

Approved as to form:

\_\_\_\_\_  
Stephen J. Smith, Law Director

EXHIBIT SCHEDULE:

**EXHIBIT "A":** Project Site Plan

**EXHIBIT "B":** Legal Description(s) of Project Site

**EXHIBIT "C":** Insurance Requirements

FISCAL OFFICER'S CERTIFICATE

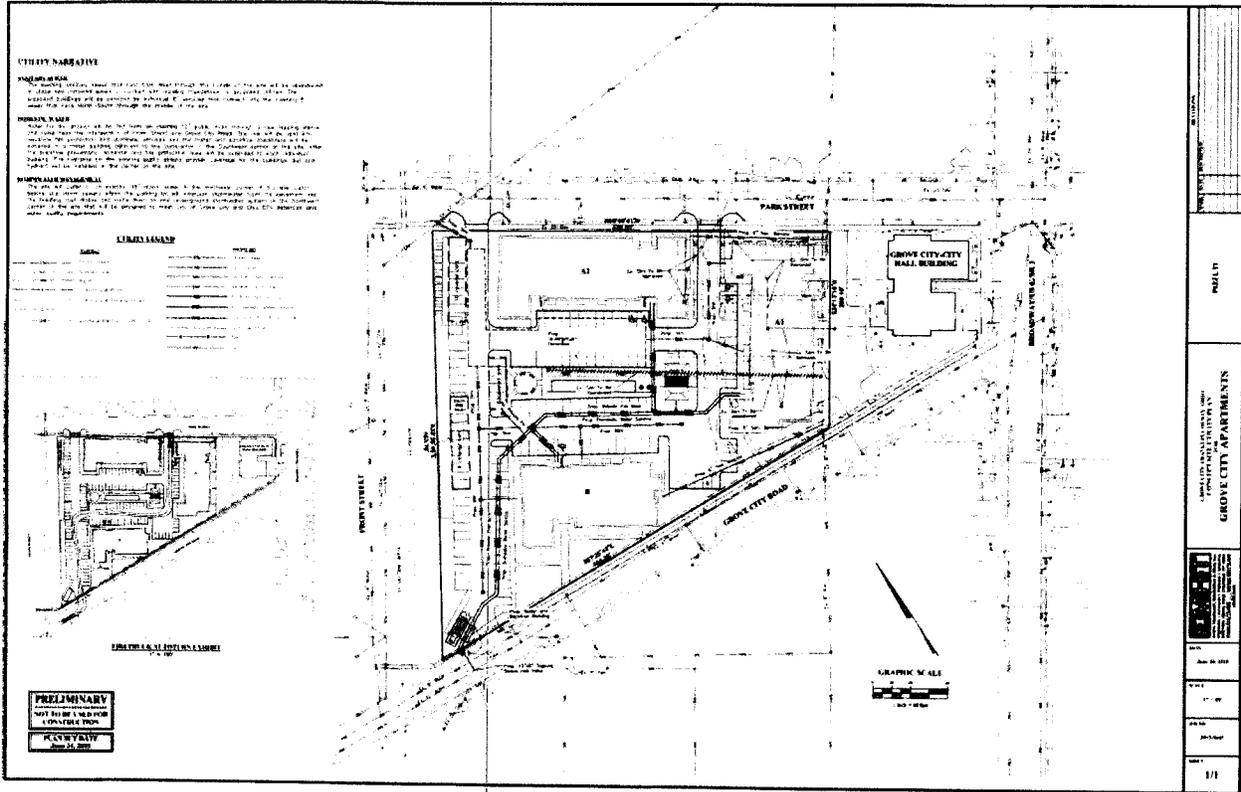
The undersigned, Director of Finance of the City under the foregoing Agreement, certifies hereby that the money required to meet the obligations of the City under the foregoing Agreement has been appropriated lawfully for that purpose, and is in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: \_\_\_\_\_, 2015

\_\_\_\_\_  
Michael Turner, Director of Finance  
City of Grove City, Ohio

# EXHIBIT "A"

## Project Site Plan



**EXHIBIT “B”**

Legal Description(s) of Project Site

## EXHIBIT "C"

### Insurance Requirements<sup>3</sup>

- i. Pizzuti will, at all times, maintain or cause to be maintained the insurance coverage for the Project as follows:
  - a. comprehensive commercial general liability insurance, including auto, for property damage and personal injury or death, with limits of liability of at least \$2,000,000 per occurrence and with a deductible not in excess of \$10,000, which may be provided by umbrella or excess liability policies, and worker's compensation insurance (including employer's liability insurance), for all employees, contractors or other agents of Pizzuti and Pizzuti's contractors involved in the construction of the Project, in such amounts as are established by law;
  - b. During the construction of the Project, Builder's Risk Insurance on an "all risk" basis in the amount of \$15,000,000.00 (or such other amount as is determined by the contractor constructing the Project pursuant to its normal insurance requirements), insuring the Project, including materials in storage or other casualty, vandalism and malicious mischief coverage, bearing a replacement cost agreed amount endorsement (the Builder's Risk Insurance may be included in the coverage provided by the policy of insurance required pursuant to paragraph c. below). Notice of the amount of Builder's Risk Insurance in effect from time to time, and the basis for the determination of such amount, shall be provided to the City within thirty (30) days after any such determination (or a change in the amount determined); and
  - c. Commercial property insurance (including business interruption and rental coverage insurance) providing coverage against loss or damage to the Project by fire and other hazards, casualties and contingencies (including, without limitation, so-called all risk coverage) in an amount not less than the then full insurable value of the Project, with a replacement cost endorsement and in sufficient amounts so as to avoid the operation of any coinsurance clause, and containing loss deductible provisions of not to exceed \$10,000, for the periods and otherwise as the City may reasonably require from time to time, with adjustments in such coverages, to the extent the required insurance is not available on commercially reasonable terms, as reasonably approved by the City.
- ii. All insurance policies must name the City and Pizzuti as primary or additional insureds. The additional insured coverage provided is primary, notwithstanding other insurance covering the City or Pizzuti. All property insurance policies must name the City as an insured. All policies must, unless otherwise agreed by the City in writing, be issued by carriers with a Best's Insurance Reports policyholder's rating, to the extent commercially reasonable, of "A-" or better and a financial size category of "IX" or better. Upon written request of the City, Pizzuti must deliver or cause to be delivered

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<sup>3</sup> Subject to review by City's risk manager.

to the City certificates of insurance for all required policies. If commercially available, all policies must contain provisions for ten days' written notice to the City and Pizzuti, as applicable, prior to expiration or cancellation. Each insurer under any policy must waive any defenses the insurer may have to payment as a consequence of acts or omissions of any party. Each party hereto agrees to include a waiver of subrogation endorsement in any casualty insurance policies maintained pursuant to this Agreement.

- iii. Every insurance policy carried pursuant to this Exhibit will contain provisions, if they can be so written, denying to the insurer subrogation rights against the City or Pizzuti to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each party waives any rights of recovery against the other party for any direct damage or consequential loss covered by any such policy to the extent the party is protected by insurance, whether or not such damage or loss is caused by any acts or omissions of the other party.
- iv. Neither the City nor Pizzuti will be liable by way of subrogation or otherwise to the other party or to anyone claiming through the other party or to any insurance company, insuring the other party for any business interruption or for any loss or damage to the Project or other tangible property, or injury to or death of persons, occurring on or about the Project, or in any manner arising out of the use or occupation of the Project, including the use or occupation of the Project by City or Pizzuti, or City or Pizzuti's agents, employees, representatives, visitors or guests, even though such business interruption, loss, damage, injury or death may be occasioned by the negligence of such party or its agents or employees, to the extent that such business interruption, loss, damage, injury or death is covered by a fire and extended coverage insurance policy, by a contents insurance policy or by a sprinkler leakage or water damage policy, or to the extent of recovery under any other insurance carried covering such business interruption, loss, damage, injury or death. If available, each insurance policy carried by Pizzuti will contain a clause to the effect that the foregoing waiver will not affect the right of the insured party to recover under such policy.
- v. If Pizzuti fails to procure any of the insurance coverage required by this Exhibit, and such failure continues following written notice thereof to Pizzuti from the City and a reasonable opportunity to cure, Pizzuti acknowledges and agrees that the City may obtain such coverage with such insurers as the City chooses, and in such event, Pizzuti will promptly reimburse the City for the reasonable out-of-pocket cost of any such insurance.

Date: 07/14/15  
Introduced By: Mr. Bennett  
Committee: Lands  
Originated By: Mr. Smith  
Approved: \_\_\_\_\_  
Emergency: 30 Days: XX  
Current Expense: \_\_\_\_\_

No. : C-42-15  
1st Reading: 07/20/15  
Public Notice: 07/23/15  
2nd Reading: 08/03/15  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE NO. C-42-15

**AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION; PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS; AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED**

---

WHEREAS, the City has prepared a strategy for comprehensive development for the area within the City's Town Center known as the "Lumberyard" (which area is referred to herein as the "*Project Site*") and has endeavored to work collaboratively with public entities, including the Southwestern City School District, and private entities to plan for and facilitate the development of the Project Site; and

WHEREAS, the City's strategy for development within the Town Center generally, and the Lumberyard in particular, is primarily focused on creating a new, more urban core for the City, including a dynamic mix of commercial and residential development types; and

WHEREAS, Pizzuti GCA LLC has proposed to enter into a development agreement with the City which will generally provide for the redevelopment of the Parcels (as defined in Section 1) and the construction of a redevelopment project consisting of commercial apartment buildings and related improvements; and

WHEREAS, to facilitate redevelopment of the Project Site and the Project, this Council has determined pursuant to Ohio Revised Code Sections 5709.41, 5709.42 and 5709.43 (collectively, the "*TIF Statutes*") to declare the improvement to the Project Site to be a public purpose and exempt from taxation, require the owner of the Project Site to make service payments in lieu of taxes, establish an urban redevelopment tax increment equivalent fund for the deposit of the those service payments, specify the purposes for which money in that fund will be expended, and provide for the distribution of an applicable portion of such service payments to the Southwestern City School District; and

WHEREAS, as required by the TIF Statutes, the City acquired fee title to the Parcels prior to enacting this Ordinance and has or will transfer title to the Parcels to Pizzuti GCA LLC or its designee for the development of the Project; and

WHEREAS, the Board of Education of the Southwestern City School District has heretofore adopted a resolution waiving the provision of certain notices, approving the tax exemption provided herein, authorizing an agreement between the City and the Southwestern City School District providing for certain payments to the Southwestern City School District (the "*Revenue Sharing Agreement*") and making other findings with respect to the tax exemption and this ordinance;

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

**SECTION 1. Parcels.** The parcels of real property subject to the exemption granted by this ordinance are identified and depicted in **EXHIBIT A** attached hereto (each, as currently or subsequently configured,

individually, a "*Parcel*" and collectively, the "*Parcels*"). This Council finds that the City acquired the *Parcels* while engaged in urban redevelopment.

**SECTION 2. Urban Redevelopment Costs.** Money deposited into the TIF Fund (as defined in Section 5) may be used to pay for or finance the costs of improvements to or on, or servicing, the *Parcels* or the Project, including but not limited to the acquisition of the *Parcels*, site preparation and construction of the Project, together with all necessary appurtenances and related costs, including but not limited to all costs enumerated in Ohio Revised Code Section 133.15(B), together with any other costs hereafter designated by ordinance (collectively, the "*Urban Redevelopment Costs*").

**SECTION 3. Authorization of Tax Exemption.** This Council hereby finds and determines that 100% of the increase in assessed value of each *Parcel* subsequent to the acquisition of that *Parcel* by the City (which increase in assessed value is hereinafter referred to as the "*Improvement*" as defined in Ohio Revised Code Section 5709.41) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the effective date of this ordinance with respect to that *Parcel* and ending on the earlier of (a) 30 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes. Notwithstanding any other provision of this ordinance, the exemption granted pursuant to this Section 3 and the payment obligations established pursuant to Section 4 of this ordinance are subject and subordinate to any tax exemption applicable to the *Improvement* approved by the City pursuant to Ohio Revised Code Sections 3735.65 through 3735.70.

**SECTION 4. Service Payments and Property Tax Rollback Payments.** Subject to any tax exemption applicable to the *Improvement* approved by the City pursuant to Ohio Revised Code Sections 3735.65 through 3735.70, and pursuant to Ohio Revised Code Section 5709.42, the owner of each *Parcel* is hereby required to and shall make annual service payments in lieu of taxes with respect to the *Improvement* to that *Parcel* to the Treasurer of Franklin County, Ohio (the "*County Treasurer*") on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established for real property taxes (collectively, the "*Service Payments*"), will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the *Improvement* if it were not subject to the exemption granted in this Ordinance. The *Service Payments*, and any other payments with respect to each *Improvement* that are received by the County Treasurer in connection with the reduction required by Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "*Property Tax Rollback Payments*"), will be allocated and distributed in accordance with Section 6 of this ordinance.

**SECTION 5. TIF Fund.** This Council hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, the Lumberyard Urban Redevelopment Tax Increment Equivalent Fund (the "*TIF Fund*"). The *TIF Fund* shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 6 of this ordinance. Those *Service Payments* and *Property Tax Rollback Payments* received by the City with respect to the *Improvement* of each *Parcel* and so deposited pursuant to Ohio Revised Code Section 5709.42 shall be used solely for the purposes authorized in the TIF Statutes or this ordinance. The *TIF Fund* shall remain in existence so long as such *Service Payments* and *Property Tax Rollback Payments* are collected and used for the aforesaid purposes, after which time the *TIF Fund* shall be dissolved and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with Ohio Revised Code Section 5709.43.

**SECTION 6. Distributions.** Pursuant to the TIF Statutes, the County Treasurer is requested to distribute the *Service Payments* and *Property Tax Rollback Payments* to the City for further deposit into the *TIF Fund* and use for (a) payment of *Urban Redevelopment Costs*, including, without limitation, debt charges on any securities

of the City issued to pay or reimburse financing costs or Urban Redevelopment Costs, (b) payment to the Southwestern City School District in accordance with the Revenue Sharing Agreement and (c) any other lawful purpose.

All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions.

**SECTION 7. Further Authorizations.** This Council hereby authorizes and directs the Mayor, the City Administrator, the Director of Finance, the Director of Law, the Clerk of Council or other appropriate officers of the City to make such arrangements as are necessary and proper for collection of the Service Payments and the Property Tax Rollback Payments. This City Council further hereby authorizes and directs the City Administrator, the Director of Finance, the Director of Law, the Clerk of Council or other appropriate officers of the City to prepare and sign all documents and instruments and to take any other actions as may be appropriate to implement this ordinance, including without limitation the Revenue Sharing Agreement with the Southwestern City School District.

**SECTION 8. Tax Incentive Review Council.** The applicable Tax Incentive Review Council, with the membership of that Council to be constituted in accordance with Ohio Revised Code Section 5709.85, shall, in accordance with Ohio Revised Code Section 5709.85, review annually all exemptions from real property taxation granted by this ordinance and any other such matters as may properly come before that Council, all in accordance with Ohio Revised Code Section 5709.85.

**SECTION 9. Filings with Ohio Development Services Agency.** Pursuant to Ohio Revised Code Section 5709.41(E), the City Administrator is hereby directed to deliver a copy of this ordinance to the Director of the Ohio Development Services Agency within fifteen days after its effective date. Further, and on or before March 31 of each year that the tax exemption authorized by Section 3 remains in effect, the City Administrator or other authorized officer of the City is directed to prepare and submit to the Director of the Ohio Development Services Agency the status report required under Ohio Revised Code Section 5709.41(E).

**SECTION 10.** This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this City Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

**SECTION 11.** This Ordinance take effect at the earliest opportunity allowed by law.

\_\_\_\_\_  
Ted A. Berry, President of Council

Passed:

\_\_\_\_\_  
Richard L. Stage, Mayor

Effective:

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I certify that this Ordinance is correctas to form.

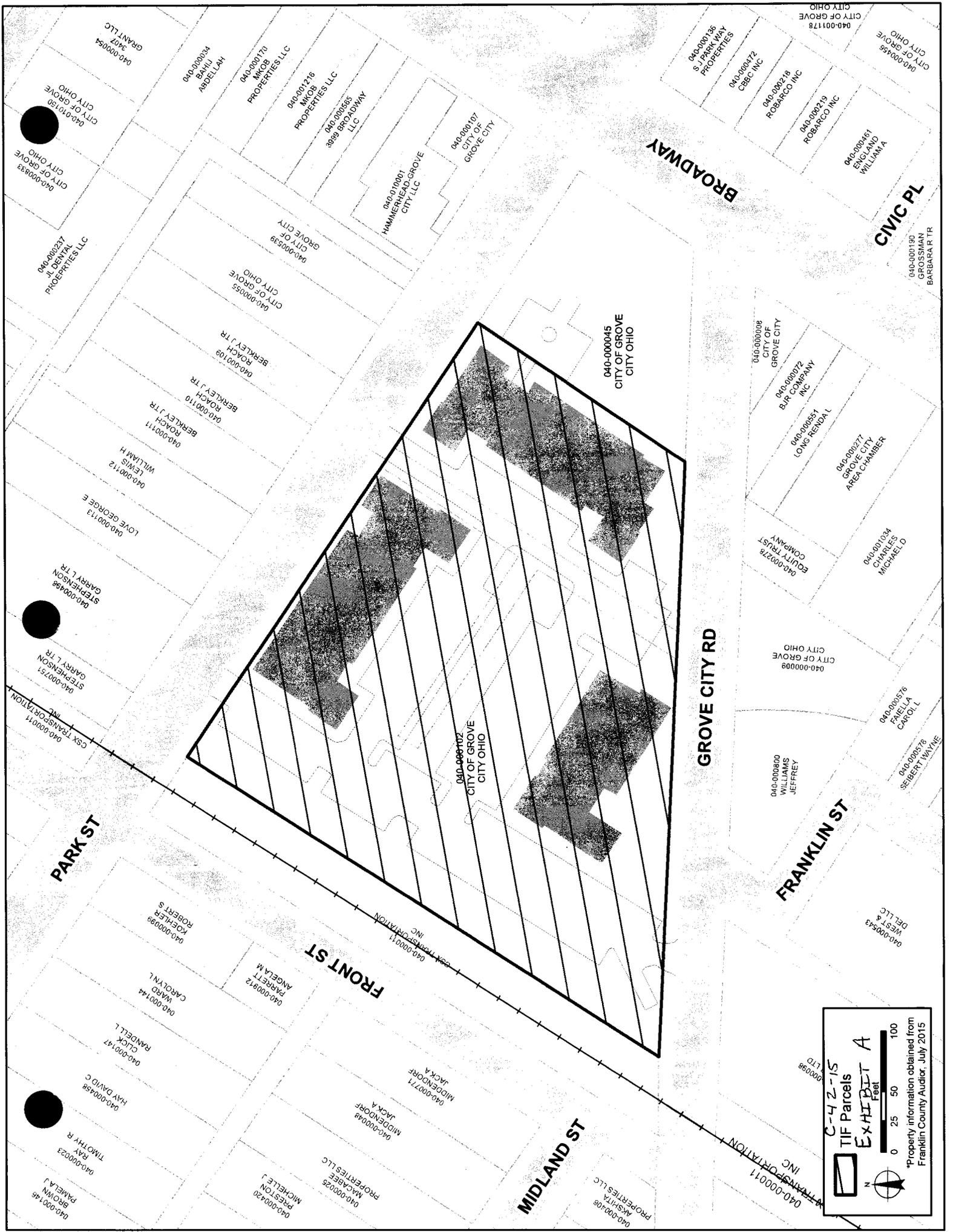
\_\_\_\_\_  
Stephen J. Smith, Director of Law

## **EXHIBIT A**

### **IDENTIFICATION AND MAP OF THE PARCELS**

The shaded area on the following map specifically identifies and depicts the Parcels and constitutes part of this **EXHIBIT A**. The Parcels include, without limitation, the following tax parcels: 040-000102 and 040-000045 (partial) (as they existed in the County Auditor's records on July 10, 2015), and are included for ease of reference only.

[attached]



**C-42-15**  
**TIF Parcels**  
**EXHIBIT A**

0 25 50 100  
 Feet

Property information obtained from  
 Franklin County Auditor, July 2015

Date: 07/14/15  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mr. Smith  
Approved: Mr. Boso  
Emergency: 30 Days  
Current Expense: \_\_\_\_\_

No.: CR-41-15  
1st Reading: 07/20/15  
Public Notice: 0 / /15  
2nd Reading: 0 / /15  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION CR-41-15

A RESOLUTION TO APPROVE AND AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT FOR THE GUARANTEED MAXIMUM PRICING PROPOSAL FROM MILES MCCLELLAN CONSTRUCTION COMPANY FOR THE EARLY BID PACKAGES FOR THE CONSTRUCTION OF THE NEW LIBRARY

---

WHEREAS, this Council has approved many items for the new Library including: Ordinance C-67-14 which approved a modified agreement with the Southwest Public Libraries and Resolution CR-24-15 which approved a Development Plan; and

WHEREAS, to construct the Project, the City has utilized the Construction Manager at Risk ("CMAR") authorized under Chapter 153 of the Ohio Revised Code; and

WHEREAS, pursuant to the statutory process, the City solicited proposals from qualified CMAR firms; and

WHEREAS, the City evaluated each of the proposals received based upon criteria consistent with Ohio law and the firms were ranked as required by the qualification-based selection process set forth in Chapter 9 of the Ohio Revised Code; and

WHEREAS, the City determined that Miles McClellan Construction Company's proposal was the best value; and

WHEREAS, the City entered into a Standard Form of Agreement Between Owner and Construction Manager as Constructor (AIA Document A133) with Miles McClellan which included the negotiation and approval of the guaranteed maximum price ("GMP") for the Project; and

WHEREAS, it is common practice to submit a partial request with a GMP for items that require a longer lead time to acquire and other items needed at the outset of the construction; and

WHEREAS, Miles has now submitted its GMP proposal for the early bid packages for the Project in the amount of \$2,753.092; and

WHEREAS, the bids received as part of the early bid package are lower than the original estimates by Miles McClellan; and

WHEREAS, after due deliberation, Council wishes to approve the GMP for the early bid packages.

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

SECTION 1. Council hereby approves Miles McClellan Construction Company's Guaranteed Maximum Price proposal for the early bid packages of an amount not to exceed \$2,753,092.00.

SECTION 2. The City Administrator is hereby authorized to execute the contract and all related documents, as approved to legal form by the Director of Law.

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

\_\_\_\_\_  
Ted A. Berry, President of Council

Passed:

\_\_\_\_\_  
Richard L. Stage, Mayor

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: 06/30/15  
Introduced By: Ms. Lanese  
Committee: Service  
Originated By: Mr. Smith  
Approved: Mr. Boso  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No. : C-37-15  
1st Reading: 07/06/15  
Public Notice: 07/09/15  
2nd Reading: 07/20/15  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-37-15

### AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION FOR THE WEST WATER RUN STREAM RESTORATION PROJECT

---

WHEREAS, on June 15, 2015 this Council approved Resolution CR-33-15 which included the west water run stream restoration project as one of the projects to be submitted for reimbursement to the Ohio Racetrack Facility Community Economic Development Fund; and

WHEREAS, in addition to the amount submitted to the Fund for reimbursement, the City is using grant funds from the Ohio Public Works Commission to pay for the Project; and

WHEREAS, OPWC approved \$776,850.00 for the Project; and

WHEREAS, because the agreement with OPWC exceeds twelve (12) months, it 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 enter into an agreement with the Ohio Public Works Commission for the west water run stream restoration project as set forth in Exhibit A.

SECTION 2. This approval is contingent on the condition that the land area required to accommodate the Project is conveyed to the City in the form of a land donation or conservation easement as required in Resolution CR-33-15.

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

\_\_\_\_\_  
Ted A. Berry, President of Council

Passed:

\_\_\_\_\_  
Richard L. Stage, Mayor

Effective:

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

\_\_\_\_\_  
Stephen J. Smith, Director of Law

C-37-15

Exhibit A

**OHIO PUBLIC WORKS COMMISSION**

**PROJECT GRANT AGREEMENT**

**CLEAN OHIO CONSERVATION FUND**

Pursuant to Ohio Revised Code 164.26, this Project Grant Agreement (this "Agreement") is entered into this date, 06/01/2015, by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and The City of Grove City (hereinafter referred to as the "Recipient"), located at Broadway, Grove City, OH 43123-, in respect of the project named **West Water Run Stream Restoration**, and as described in Appendix A of this Agreement, to provide an amount not to exceed **Seven Hundred Seventy-Six Thousand, Eight Hundred Fifty Dollars (\$ 776,850)** for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: **049-32592**

OPWC Project Control No. **CCIAE**

WHEREAS, pursuant to Revised Code Section 164.02, the Ohio General Assembly created the Ohio Public Works Commission (the "OPWC");

WHEREAS, pursuant to Revised Code Section 164.27, the Ohio General Assembly created the Clean Ohio Conservation Fund to be administered by the OPWC;

WHEREAS, pursuant to Revised Code Section 164.21, the Ohio General Assembly created natural resources assistance councils for the purpose of approving or disapproving of applications for project grants under Revised Code Sections 164.20 through 164.27;

WHEREAS, pursuant to Revised Code Section 164.25, the Director of the OPWC must approve applications for grants submitted by natural resources assistance councils if all of the following apply: i) the approval of the application by the applicable natural resources assistance council was reasonable based on the criteria specified in the Law; ii) the application for a grant and the proposed project for which the grant is to be used comply with all other requirements of the Law related to natural resources and parks and recreation grants; and, iii) the amount of the financial assistance, when added to all other financial assistance provided during the calendar year for projects within the district for which a natural resources assistance council was appointed, does not exceed the district's allocation of money from the Clean Ohio Conservation Fund pursuant to Revised Code Section 164.27;

WHEREAS, Revised Code Sections 164.20 through 164.27 permit a grant of funds for such projects to be expended or provided only after the appropriate natural resources assistance council has submitted the application for such Project funds to the Director and subsequent approval of the application by the Director in accordance with Revised Code Section 164.25;

WHEREAS, the Recipient desires to receive funding for a project eligible for grant funds pursuant to Revised Code Sections 164.20 through 164.27 as described in Appendix A of this Agreement;

WHEREAS, the Project has been duly approved by the Director pursuant to Revised Code Section 164.25;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the undersigned agree as follows:

**SECTION 1. Definitions and General Provisions.** The following words and terms as hereinafter used in this Agreement shall have the following meanings unless otherwise herein provided and unless the context or use indicates another or different meaning or intent.

"Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by Law to remain closed and on which The New York Stock Exchange is not closed.

"Chief Executive Officer" means the single office or official of the Recipient and as designated in Appendix B, pursuant to Section 8 hereof, or his authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the single office or official of the Recipient and as designated in Appendix B, pursuant to Section 8 hereof, or his authorized designee as per written notification to the Director.

"Closing" means the closing by Recipient of the acquisition of fee simple interest in the Land, or such other interest therein approved by the Director.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with respect thereto.

"Contractor" means a person who has a direct contractual relationship with the Recipient and is (i) the manufacturer of all or a portion of the Project, or (ii) the provider of labor, materials or services in connection with the acquisition, site improvements, construction, reconstruction, expansion, improvement or engineering of the Project, or both.

"Cost of Project" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering projects and shall also be deemed to include costs of financing as well as preliminary costs, including but not limited to, planning costs, design costs, engineering costs, costs of appraisals, environmental assessments, and archeological surveys.

"Deed Restrictions" means the deed restrictions to be recorded with respect to the Land, which deed restrictions shall be subject to the Director's approval and shall be commensurate with the nature and purpose of the Land as stated in the Recipient's application for grant funds under Revised Code Sections 164.20 through 164.27. The Deed Restrictions shall be perpetual and shall not be amended, released, extinguished or otherwise modified without the prior written approval of the Director, in the Director's sole discretion, who shall have full enforcement authority, as set forth more specifically in Section 9 of this Agreement.

"Governing Body" means the board of county commissioners or a county council if a county, the legislative authority of a municipal corporation, the board of township trustees if a township, the commission of a soil and water conservation district, the board of trustees of a joint recreation district, the board of park commissioners of a park district, or the entity with appropriate authority to bind other similar park authorities.

"Land" means the real property required for the Project as described more particularly in Appendix A.

"Local Political Subdivision" means a county, municipal corporation, township, conservancy district, soil and water conservation district, joint recreation district, park district, or other similar park authority.

"Matching Funds" means the amount and nature of the moneys or resources to be used by the Local Political Subdivision or Nonprofit Organization for the Project. Such funds shall constitute not less than twenty-five percent (25%) of the total Cost of Project set forth in Appendix D and may consist of money by any person, any Local Political Subdivision, the State of Ohio, or the federal government or of contributions in-kind by such parties through purchase or donation of equipment, land, easements, labor, or materials necessary to complete the Project.

"Natural Resources Assistance Council" means the natural resources assistance council created pursuant to Ohio Revised Code Section 164.21 as well as its members and officers.

"Nonprofit Organization" means an organization that is exempt from federal income taxation pursuant to Section 501(a) of the Code and described in Section 501(c) of the Code and that has as one of its designated activities, as indicated on United States Internal Revenue Service form 1023 "recognition of exemption", an activity that is directly related to the purposes for which grants may be issued under Revised Code Sections 164.20 through 164.27 as described in divisions (A) and (B) of Revised Code Section 164.22

"Notice to Proceed" means notice issued by the OPWC pursuant to Section 4 of this Agreement.

"OPWC" means the Ohio Public Works Commission created pursuant to Revised Code Section 164.02.

"Private Business Use" means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Nonprofit Organization) other than use as a member of, and on the same basis as, the general public.

"Private Person" means any person, firm, entity or individual who or which is other than a "governmental unit" as that term is used in Sections 141 and 148 of the Code.

"Project" means the project set forth in Appendix A that proposes to do either of the following:

(A) Provide for open space acquisition and related development of those open spaces, including the acquisition of easements. Open space acquisition projects include acquisition of land or rights in land for parks, forests, wetlands, natural areas that protect an endangered plant or animal population, other natural areas, and connecting corridors for natural areas. Related development projects include projects for the construction or enhancement of facilities that are necessary to make an open space area accessible and useable by the general public. Projects proposed pursuant to division (A) of this section shall emphasize the following:

- (1) The support of comprehensive open space planning and incorporation of aesthetically pleasing and ecologically informed design;
- (2) The enhancement of economic development that relies on recreation and ecotourism in areas with relatively high unemployment and lower incomes;
- (3) The protection of habitat for rare, threatened, and endangered species or the preservation of high quality, viable habitat for plant and animal species;
- (4) The preservation of existing high quality wetlands or other scarce natural resources within the geographical jurisdiction of the council;
- (5) The enhancement of educational opportunities and provision of physical links to schools and after-school centers;
- (6) The preservation or restoration of water quality, natural stream channels, functioning floodplains, wetlands, streamside forests, and other natural features that contribute to the quality of life in this state and to the state's natural heritage. Projects shall not include hydromodification projects such as dams, dredging, sedimentation, and bank clearing and shall not accelerate untreated water runoff or encourage invasive nonnative species;
- (7) The reduction or elimination of nonnative, invasive species of plants or animals; and
- (8) The proper management of areas where safe fishing, hunting, and trapping may take place in a manner that will preserve a balanced natural ecosystem.

(B) Protect and enhance riparian corridors or watersheds, including the protection and enhancement of streams, rivers, lakes, and other waters of the state. Such projects may include, without limitation, the reforestation of land or the planting of vegetation for filtration purposes; the fee simple acquisition of lands for the purpose of providing access to riparian corridors or watersheds or for other purposes necessary for the protection and enhancement of riparian corridors or watersheds; and the acquisition of easements for the purpose of protecting and enhancing riparian corridors or watersheds. Projects proposed pursuant to division (B) of this section shall emphasize the following:

- (1) The increase of habitat protection;
- (2) Inclusion as part of a stream corridor-wide or watershed-wide plan;
- (3) The provision of multiple recreational, economic, and aesthetic preservation benefits;
- (4) The preservation or restoration of floodplain and streamside forest functions;
- (5) The preservation of headwater streams; and
- (6) The restoration and preservation of aquatic biological communities.

Projects cannot initiate or perpetuate hydromodification projects such as dams, ditch improvement, or channelization.

"Project Manager" means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix B, pursuant to Section 8 hereof, or his authorized designee as per written notification to the Director.

"Reimbursing" means the use of funds disbursed to the Recipient, as part of a grant made to the Recipient pursuant to Revised Code Sections 164.2 to 164.27, as reimbursement to the Recipient for costs integral to the completion of the Project that were incurred and paid by it and which did not in any way inflate costs of the Project.

"Request to Proceed" means the written request from Recipient to the OPWC submitted pursuant to Section 5 of this Agreement.

"State" means the State of Ohio.

"Title Agent" means a title insurance company or title agent selected by the Recipient and approved by the OPWC, which Title Agent shall be duly licensed and in good standing under the laws of the State.

Any reference herein to public boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of Law or who are lawfully performing their functions. Any reference to a section, provision or chapter of the Revised Code shall include such section, provision or chapter as from time to time may have been duly amended, modified, supplemented, or superceded. Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof", "hereby", "hereto", "hereunder", and similar terms refer to this Agreement and the term "hereafter" means after, and the term "heretofore" means before the effective date of this Agreement.

**SECTION 2. OPWC Financial Assistance.** Subject to the terms and conditions contained herein, the OPWC hereby agrees to provide to the Recipient financial assistance not to exceed the amount as set forth in Appendix C of this Agreement for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project (the "Funds").

**SECTION 3. Matching Funds.** The Recipient shall, at a minimum, contribute not less than twenty-five percent (25%) of the total Cost of Project as set forth in Appendix D of this Agreement. The Matching Funds shall be for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement. In the event that the total actual Project costs exceed the estimated Cost of Project identified in Appendix D, the OPWC shall not be required to increase the maximum amount of the grant provided herein and the Recipient shall increase its Matching Funds to meet such actual Cost of Project.

**SECTION 4. Notice to Proceed - Land Acquisition.** The acquisition of the Land shall not occur until the Director has issued a written Notice to Proceed for land acquisition to the Recipient (the "Notice to Proceed"). Such Notice to Proceed will not be issued until the Director has received a Request to Proceed acceptable to the Director and is assured that the Recipient has complied with all requirements for the approval of a grant under Revised Code Sections 164.20 through 164.27 and any requirements for land acquisition set forth in this Agreement, including without limitation the OPWC's approval of the proposed Deed Restrictions and Title Agent. The Notice to Proceed also shall specify the time frame for the Closing.

**SECTION 5. Land Acquisition Disbursement.** To initiate the purchase of the Land, the Recipient must first complete and submit a written Request to Proceed to the Director prior to Closing. The Request to Proceed must name the proposed Title Agent and must indicate the amount of Funds requested from the OPWC for the land acquisition, including expected settlement costs, based upon the participation ratio and the amount of funds expected from any Matching Funds. The Request to Proceed must contain as attachments: (a) a copy of the proposed Deed Restrictions; (b) a copy of the executed purchase agreement with respect to, or such other agreement to convey an interest in, the Land between the Recipient and the Land owner; (c) a copy of the performed appraisal according to the specifications provided by the Director; (d) evidence satisfactory to the Director that Recipient will acquire marketable title to the Land at Closing; and (d) if the Recipient desires to elect the pre-closing option described below (i) a copy of the signed escrow agreement among Recipient, Title Agent and the OPWC, executed by Recipient and Title Agent, substantially in the form of Appendix F of this Agreement (the "Escrow Agreement") and (ii) if the Title Agent is an agent for a title insurance company, rather than a title company itself, a closing protection letter issued by the title insurance company to the OPWC.

Funds for land acquisition shall be disbursed to the Recipient, as part of a grant to the Recipient pursuant to Revised Code Sections 164.20 through 164.27, pursuant to the pre-closing option and/or the reimbursement option, as described in subsections 5(a) and 5(b), respectively.

(a) **Pre-Closing Option.** Provided that the Recipient satisfies the terms and conditions of this Agreement, Recipient may elect to have Funds delivered by the OPWC to the Title Agent prior to Closing, subject to the terms and conditions of this Agreement and the Escrow Agreement. Recipient shall make such election, if at all, by delivering to the OPWC a Disbursement Request Form and Certification in the form of Appendix E to this Agreement (the "Disbursement Request"), which shall identify the Title Agent as payee and shall be delivered after the Recipient's receipt of a Notice to Proceed and not more than sixty (60) days prior to Closing. The OPWC shall then deliver to the Title Agent Funds to be disbursed under this Agreement for the land acquisition, which Funds may be held, together with the Matching Funds, in an account subject to the terms and conditions of the Escrow Agreement. Any interest that accrues

thereon shall be used by the Recipient for settlement costs. If the interest paid on such escrow account exceeds the settlement costs to be paid by the Recipient, then such funds shall be applied to the Cost of Project. If all of the conditions to the release of Funds set forth in the Escrow Agreement have been satisfied, the Title Agent shall release the escrowed Funds at Closing and apply the same to the land acquisition costs in accordance herewith and the settlement statement executed and delivered at the Closing. After Closing, the Recipient may request additional disbursements of Funds available under this Agreement relating to the land acquisition, including costs incurred in connection with appraisal of the Land, closing costs, title search, environmental assessments and other eligible costs, pursuant to the procedure set forth in Section 5(b) of this Agreement. Within sixty (60) days of Closing, the Recipient shall deliver to the OPWC, or shall cause the Title Agent to deliver to the OPWC, a copy of the recorded Deed Restrictions and deed, or other instrument appropriate for the interest in the Land, and the executed settlement statement. **If the Recipient does not close within thirty (30) days of disbursement, the Recipient must contact the OPWC immediately.**

(b) Reimbursement Option. Provided that the Recipient satisfies the terms and conditions of this Agreement, the Recipient may elect to receive Fund proceeds for land acquisition directly from the OPWC after Closing. After Closing, which Closing shall not occur until the Recipient's submission of the Request to Proceed and the Recipient's receipt of the Notice to Proceed, the Recipient may submit a Disbursement Request to the OPWC for reimbursement of acquisition and other eligible costs. The Recipient shall attach to the Disbursement Request a copy of: (i) the executed and recorded deed, or such other instrument conveying the interest approved by the Director, with respect to the Land acquired by the Recipient, (ii) a copy of the recorded Deed Restrictions, (iii) a copy of the executed settlement statement, (iv) certification, or other documentation acceptable to the Director from the Title Agent that the Recipient has marketable title in and to the Land, and (v) such other documentation required by the OPWC. After receipt of such documentation, and subject to Recipient's compliance with the terms and conditions of this Agreement, the OPWC shall disburse Funds payable under this Agreement.

**SECTION 6. Notice to Proceed - Site Improvements.** The Recipient shall not commence, or cause to be commenced, any site improvements or other work on the Land until the Director has issued a Notice to Proceed to the Recipient. Such Notice to Proceed will not be issued until the Director is assured that the Recipient has complied with all requirements for the approval of a grant under Revised Code Sections 164.20 through 164.27 and has completed any land acquisition required by the Project. A Notice to Proceed shall be required for all Project prime contractors or direct procurement initiated by the Recipient following execution of this Agreement.

**SECTION 7. Project Schedule.** The Recipient may apply to the Director in writing for an extension of the date of Closing. Such requests for extension must specify the reasons for delay and the date such acquisition will close. The Director will review such requests for extension and may, at the Director's sole discretion, extend the date of Closing.

Any site improvement or other work on a Project shall be commenced within thirty (30) days of the date set forth in Appendix A, Page 2 for the start of site improvements, or this Agreement may become null and void at the sole option of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate such site improvements or other work. The Recipient shall specify the reasons for the delay in commencement and provide the Director with any new start date of construction. The Director will review such requests for extensions and may extend the start date.

**SECTION 8. Disbursements for Site Improvements.** All payments made by the OPWC for site improvements or other work shall be made directly to the Contractor that performed the work and originated the invoice, unless the request is for disbursement to the Recipient.

- (a) Project Administration Designation. The Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix B of this Agreement.
- (b) Disbursements to Contractors to Pay Costs of the Project. The Recipient shall require that as work on the Project is performed, as specified in its contract, a Contractor shall promptly submit a detailed project specific invoice to the Project Manager. Within three (3) Business Days following receipt of such invoice from a Contractor, the Project Manager shall review the invoice and, if found to be accurate, shall so certify in writing, forwarding said certification together with a copy of the invoice to the Chief Fiscal Officer. Within five (5) Business Days following receipt of such invoice and certification from the Project Manager, the Chief Fiscal Officer shall conduct such reviews as he/she considers appropriate and, if he/she approves such invoice, shall submit to the Director a Disbursement Request together

with the information and certifications required by this Section. The aggregate dollar amount for such Disbursement Requests shall not exceed the grant amount set forth in Appendix C. Within five (5) Business Days following receipt of the Disbursement Request and all required information and certifications, the Director shall initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request as long as items are deemed by the Director to be accurate and complete. Upon receipt of a warrant from the Auditor of State drawn in connection with a voucher initiated in accordance with the terms of the preceding sentence, the Director shall forward it, by regular first class mail or electronic funds transfer to the Contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the OPWC, the following documents shall be submitted to the Director by the Recipient:

- (1) If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
- (2) If the request is for disbursement to the Recipient under another method of reimbursement approved as set forth above, a bill of sale, paid invoice or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
- (3) The Project Manager's certification pursuant to this Section of this Agreement;
- (4) The Disbursement Request properly executed by the Chief Executive Officer and the Chief Fiscal Officer; and
- (5) Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents are in compliance with the requirements of this Agreement, the Director is authorized and directed to cause the disbursement of moneys for payment of the identified Project costs. A copy of all such documents submitted to the Director shall be retained by the Director. In the event that any money is disbursed to the Recipient pursuant to this Section of this Agreement to pay a portion of an invoice submitted by a Contractor, the Recipient shall expend such money to pay such Contractor for costs of the Project within twenty-four (24) hours after receipt thereof. The Recipient shall hold such moneys uninvested pending payment to the Contractor.

- (c) Limitations on Use. No part of the moneys delivered to the Recipient pursuant to Section 2 hereof is being or will be used to refinance, retire, or redeem all or any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes unless prior approval by the Director is given.
- (d) Project Scope. The physical scope of the Project shall be limited to the Project description set forth in Appendix A of this Agreement. In the event that circumstances require a change in such physical scope, such changes must be approved through the execution of an amendment to this Agreement.
- (e) Project Cost Overruns. In the event that the Recipient determines that the moneys provided pursuant to Section 2 hereof, together with the Matching Funds, are insufficient to pay in full the costs of the Project, the Recipient shall be responsible for such shortfall. In no manner shall this Agreement be deemed to obligate the OPWC for more than the grant money made available in Section 2 as set forth in Appendix C. Although the OPWC shall not be obligated to provide moneys beyond the grant money identified in this Agreement, the Recipient may request additional funds from the Natural Resources Assistance Council. In no event shall additional grant funds exceed seventy-five percent (75%) of the actual project costs.

**SECTION 9. Deed Restrictions.** The Recipient shall record the Deed Restrictions together with the deed. The Recipient agrees that the Deed Restrictions shall be perpetual and shall not be amended, released, extinguished or otherwise modified without the prior written approval of the Director, at the Director's sole and absolute discretion, who shall have full enforcement authority with respect to the Deed Restrictions. If any amendment, release, extinguishment or other modification of the Deed Restrictions should occur without

the prior written approval of the Director, the Recipient or its successors and assigns as owner of the Land or interest therein, shall pay to the OPWC upon demand from the Director the following: 1) all grant funds disbursed under this Agreement; and 2) liquidated damages equal to one hundred percent (100%) of the Funds disbursed by the OPWC for the Project together with interest accruing at a rate equal to six percent (6%) per annum from the date of Recipient's receipt of the grant.

SECTION 10. Retainage. Except as provided in the second sentence of this Section, the Recipient shall comply in all respects with the requirements of Revised Code Sections 153.12, 153.13, 153.14, and 153.63, or other Law applicable to it including, but not limited to the provisions thereof, to the extent applicable to the Recipient, which require the holding of certain amounts from payments to be made to Contractors and the deposit of such amounts into an escrow account established pursuant to Revised Code Section 153.63. The Recipient may use its legally applicable construction contract requirements for the Project, including but not limited to its legally applicable requirements, if any, for the retaining of certain amounts from payments to be made to contractors in lieu of the requirements of Revised Code Sections 153.12, 153.13, 153.14, and 153.63. All such amounts deposited into the escrow account established pursuant to Revised Code Section 153.63, if applicable, or as required by any other applicable Law shall be paid by the Recipient from the Matching Funds or other local source of funds, and shall not be paid from the moneys provided to the Recipient pursuant to Section 2 hereof.

SECTION 11. Conditions to Financial Assistance and its Disbursement. The OPWC's obligations hereunder, including its obligation to make financial assistance available to the Recipient pursuant to the terms of this Agreement, are contingent upon compliance by the Recipient with the following conditions:

- (a) The Recipient's acquisition and commitment of the Matching Funds necessary for the completion of the Project, its compliance with all other provisions of this Agreement, and its compliance with provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code. The Recipient shall set forth in Appendix D of this Agreement a description of the manner or mechanisms of providing Matching Funds pursuant to Revised Code Section 164.23(A)(6).
- (b) The Recipient shall execute any and all other documents and certificates as deemed necessary by the Director, subject to the opinion of counsel to the Director, as well as any required by changes in State or Federal Law, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

SECTION 12. Representations, Warranties and Covenants of Recipient. The Recipient represents, warrants and covenants for the benefit of the OPWC as follows:

- (a) The Recipient is a Local Political Subdivision or Nonprofit Organization with all the requisite power and authority to acquire and/or construct or improve, or provide for the construction or improvement of, and operate the Project under the laws of the State and to carry on its activities as now conducted;
- (b) The Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement;
- (c) This Agreement is the legal, valid and binding obligation of the Recipient subject to certain exceptions in the event of bankruptcy and the application of general principles of equity;
- (d) The Recipient has complied with all procedures, prerequisites, and obligations for Project application and approval under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code;
- (e) The Recipient is not the subject or nor has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit the Recipient's ability to carry out its performance of this Agreement according to its terms.
- (f) Use of Proceeds. With respect to the Project to be financed by moneys provided pursuant to Section 2 hereof:

- (i) The total Cost of Project shall not and will not include any cost which does not constitute costs as provided in Revised Code Section 164.22;
  - (ii) All of the Project is owned, or will be owned, by the Recipient or another Nonprofit Organization approved by the Director;
  - (iii) The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and
  - (iv) The Recipient may depart from any of its agreements contained in subparagraph (iii) if it delivers to the Director, at the Recipient's expense, an opinion of Bond Counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.
- (g) General Tax Covenant. The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes;
- (h) Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those provided to the Recipient pursuant to Section 2 of this Agreement to fund the Project to completion;
- (i) Ohio Products. The Recipient shall, to the extent practicable, use and shall cause all of its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project;
- (j) Equal Employment Opportunity. The Recipient shall, and shall require that all contractors and subcontractors working on the Project, comply with the equal opportunity requirements contained in Section 164.07(A) of the Revised Code and rule 164-1-32 of the Administrative Code;
- (k) Prevailing Wage. The Recipient shall comply and shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Revised Code Sections 164.07(B) and 4115.03 through 4115.16; and
- (l) Construction Bonds, Insurance and Supervision.
- (i) The Recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100 percent (100%) of its contract price as security for the faithful performance of its contract.
  - (ii) The Recipient shall require that each of its construction contractors and each subcontractor maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Public Liability, Property Damage and Vehicle Liability Insurance.
  - (iii) The Recipient shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OPWC and the Recipient at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

SECTION 13. Progress Reports. The Recipient shall submit to the OPWC, at the OPWC's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the OPWC may reasonably require.

SECTION 14. Audit Rights. The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of three (3) years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within ten (10) days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each and every negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken to remedy or otherwise satisfactorily resolve each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Chapter 164 of the Revised Code until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

SECTION 15. General Assembly Appropriation. The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Chapter 164 of the Revised Code. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code and until the Recipient has acquired and committed all funds necessary for the full payment of the Matching Funds applicable to the Project.

SECTION 16. Indemnification. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Revised Code Section 126.30. Provided that the Recipient is not a Local Political Subdivision, the Recipient shall indemnify and hold harmless the Director, the OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, the Recipient's use or application of the funds being provided by the OPWC hereunder and the Recipient's construction or management of the Project.

SECTION 17. Termination. The OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the terms or conditions contained herein. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement. In the absence of any such failure, this Agreement shall terminate and the obligations of the parties hereto shall be deemed to be satisfied on the date on which all of the Infrastructure Bonds, of which the proceeds were used to pay or reimburse the costs of the Project, have been retired.

SECTION 18. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be located in the courts of Franklin County, State of Ohio.

SECTION 19. Severability. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by Law.

SECTION 20. Entire Agreement. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

SECTION 21. Captions. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

SECTION 22. Notices. Except as otherwise provided hereunder, any notices required hereunder shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

SECTION 23. No Waiver. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure in no way affects the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

SECTION 24. Acceptance by Recipient. This Agreement must be signed by the Chief Executive Officer of the Recipient and returned to, and received by, the OPWC within forty-five (45) days of the date written on the first page of this Agreement. Failure of the Recipient to return a fully executed copy of this Agreement to the OPWC within the forty-five (45) day limit will result in this Agreement being declared null and void. However, upon the Recipient presenting the Director with a written explanation of the need to extend this forty-five (45) day limit, the Director, in his sole discretion, may extend the forty-five (45) day limit.

SECTION 25. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project No. CCIAE as of the date first written above.

RECIPIENT

GRANTOR

STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION

\_\_\_\_\_  
Charles Boso, City Administrator

By:   
Michael Miller, Director

The City of Grove City  
Broadway  
Grove City, OH 43123-

Ohio Public Works Commission  
65 East State Street  
Suite 312  
Columbus, OH 43215

\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
WITNESS

APPROVED  
FINANCE & ADMINISTRATION  


## APPENDIX A

### PROJECT DESCRIPTION AND COMPLETION SCHEDULE

1) PROJECT DESCRIPTION / PHYSICAL SCOPE:

The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby defined and described as follows:

a) **PROJECT NAME: West Water Run Stream Restoration**

b) **SPECIFIC DESCRIPTION: West Water Run is a direct tributary to the Scioto River and is located in the Grant Run-Scioto River watershed. This project is located between river miles 4.85 and 5.7 in the headwaters of West Water Run. The restoration site involves 4,250 linear feet of a degraded and historically channelized segment of West Water Run, located north of Cleveland Avenue and west of the existing CSX Railroad in Grove City, Franklin County. The project is located on the former Beulah Park Racetrack, on property owned by Beulah Park Gaming Ventures, Inc. The project covers portions of several parcels listed under one deed: Parcel nos. 040-004279, 040-004270, 040-004272, 040-004271, 040-000468, 040-000189, 040-000719, 040-000708, 040-004269, 040-000911, 040-000106, 040-000848, and 040-000715. The surrounding area includes residential lots along Demorest Road to the west, the CSX Railroad and residential lots to the east, the former Beulah Park facilities to the north and southwest, and the Beulah neighborhood to the southeast.**

c) **PROJECT TYPE; MAJOR COMPONENTS: This project will restore 4,250 linear feet of West Water Run, currently a historically channelized, incised/entrenched stream with no functional riparian corridor. The proposed restoration would relocate a portion of the stream from its current alignment, which is located directly adjacent to homes and roadways within the Beulah subdivision, to the site of the former Beulah Park Racetrack. The relocation and restoration of the stream will serve to reconnect the channel to a natural floodplain and provide a functional riparian corridor.**

A natural channel design (NCD) approach will be utilized to complete the proposed restoration. The existing linear, entrenched channel will be abandoned and replaced with a new 4,250-linear foot meandering channel and floodplain corridor. The restored channel will have a smaller cross-sectional area than the existing channel, which will reduce excessive deposition and transport sediment through the system more effectively.

The restored stream channel will be constructed with the appropriate pattern, profile and bankfull dimensions based on NCD principles and an analysis of existing conditions. A riffle/run/pool/glide sequence with a cobble/gravel substrate will be restored to the channel bed to substantially improve in-stream habitat.

The restored channel will be constructed within a 125-foot wide constructed floodplain with a total riparian corridor width of at least 160 feet, providing for a stable and functional stream corridor. The riparian corridor will be planted with diverse, native tree and shrub species and an appropriate native grass seed mix.

d) **PROJECT EMPHASIS: This project restores natural stream channel and functioning floodplain, improves water quality and aquatic habitat, and supports comprehensive open space planning.**

**e) TERMS OF EASEMENTS** This project will establish a 14.0-acre permanent conservation easement to be held in perpetuity by the City of Grove City. The terms of the easement will dictate limited uses focused on passive recreation. OPWC-required restrictions shall be placed on all parcels involved and shall run with lands in perpetuity. The easement will only allow for disturbances to vegetation related to controlling invasive species and removal of dead trees that pose a threat to the public. In addition, the easement will allow for monitoring and maintenance required to sustain the form and function of the restored channel.

**f) PUBLIC ACCESS INFORMATION** Public access will be provided via a stream-side greenway between Demorest Road and a planned extension of Mill Street. This greenway will interconnect the Grove City Town Center, Breck Community Park, trails along Demorest Road, and future park space on the former Beulah Park site. As currently planned, there would be no restrictions on the hours of availability.

**g) OWNERSHIP MANAGEMENT OPERATION** The conservation easement protecting the restored stream channel and riparian corridor will be held by the City of Grove City, which will manage, maintain, and protect the designated area.

**APPENDIX A - PAGE 2**

2) **PROJECT SCHEDULE:**

The Project, for which the provision of financial assistance is the subject of this Agreement, shall be pursued and completed in accordance with the following schedule:

<u>ACTIVITY</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
a) Plan Dates	08/01/2015	06/01/2016
b) Acquisition Dates	11/01/2015	04/01/2016
c) Site Improvement Dates	06/15/2016	12/15/2016

**NOTE:** Land acquisition and site improvements must begin within 30 days of the date(s) set forth herein for the start of land acquisition and site improvements, or this Agreement may become null and void, at the sole option of the Director. However, the Recipient may apply to the Director in writing for any extensions of these dates. The Recipient shall specify the reasons for the delay in the start of these activities and provide the Director with a new set of dates. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

The information detailed in this Appendix A shall serve as the basis for Project monitoring purposes and for determining Project acceptance upon its completion. In the event that circumstances require a change in physical scope, such changes must be approved through the execution of an amendment to this Project Agreement.

## APPENDIX B

### PROJECT ADMINISTRATION DESIGNATION

The Project Administration Designation required by Section 6(a) of this Agreement, and in accordance with the definitions set forth in Section 1 of this Agreement, for the sole purpose of administering the Project, as defined and described in Appendix A of this Agreement, under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code is hereby established as follows:

The Recipient designates:

- 1.) **Charles Boso / City Administrator** to act as the Chief Executive Officer
- 2.) **Michael Turner / Finance Director** to act as the Chief Fiscal Officer
- 3.) **Michael Boso / Project Manager** to act as the Project Manager

**NOTE:** Upon any change in such a designation, the Recipient shall immediately provide written notification to the OPWC.

## APPENDIX C

### PROVISION OF FINANCIAL ASSISTANCE

As authorized by Section 2 of this Agreement for the sole and express purpose of financing the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in Appendix D of this Agreement, the OPWC hereby agrees to provide financial assistance, subject to the terms and conditions contained in this Agreement, from the Clean Ohio Conservation Fund which constitutes the proceeds of the Infrastructure Bonds, in an amount not to exceed **Seven Hundred Seventy-Six Thousand, Eight Hundred Fifty Dollars (\$ 776,850)**. This financial assistance shall be provided in the form of a grant.

**APPENDIX D**

**LOCAL SUBDIVISION CONTRIBUTION, PROJECT FINANCING AND  
EXPENSES SCHEME AND DISBURSEMENT RATIO**

- 1) **OPWC/LOCAL SUBDIVISION PARTICIPATION PERCENTAGES:** For the sole and express purpose of financing/reimbursing costs of the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in this Appendix D, the Recipient hereby designates The City of Grove City's Percentage Contribution as amounting to a minimum total value of 70% percent of the total Project Cost. The OPWC participation percentage shall be 30% percent. However, in the event of a cost over-run, the maximum OPWC dollar contribution shall not exceed the amount identified in Appendix C.
- 2) **PROJECT FINANCING AND EXPENSES SCHEME:** The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project as defined and described in Appendix A of this Agreement to consist of the following components:

1.1 PROJECT ESTIMATED COSTS: Total dollars	<b>\$ 2,589,500</b>
a.) Acquisition Expenses	<b>\$ 490,000</b>
Fee Simple	<b>\$ 0</b>
Easement	<b>\$ 490,000</b>
b.) Planning and Implementation:	<b>\$ 236,200</b>
Appraisal	<b>\$ 5,000</b>
Title Work	<b>\$ 0</b>
Closing costs	<b>\$ 0</b>
Environmental Assessments	<b>\$ 6,000</b>
Design	<b>\$ 115,600</b>
Other Eligible Planning Costs	<b>\$ 109,600</b>
c.) Site Improvements:	<b>\$ 1,835,800</b>
d.) Permits, Advertising, Legal:	<b>\$ 0</b>
e.) Contingencies:	<b>\$ 27,500</b>
f.) Total Estimated Costs:	<b>\$ 2,589,500</b>

APPENDIX D

Page 2

LOCAL SUBDIVISION CONTRIBUTION, PROJECT FINANCING AND  
EXPENSES SCHEME AND DISBURSEMENT RATIO

- 1) **OPWC/LOCAL SUBDIVISION PARTICIPATION PERCENTAGES:** For the sole and express purpose of financing/reimbursing costs of the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in this Appendix D, the Recipient hereby designates **The City of Grove City's Percentage Contribution** as amounting to a minimum total value of **70%** percent of the total Project Cost. The OPWC participation percentage shall be **30%** percent. However, in the event of a cost over-run, the maximum OPWC dollar contribution shall not exceed the amount identified in Appendix C.
- 2) **PROJECT FINANCING AND EXPENSES SCHEME:** The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project as defined and described in Appendix A of this Agreement to consist of the following components:

1.2 PROJECT FINANCIAL RESOURCES:

a.) In-Kind or Force Account	\$ 0
b.) Applicant Contributions	\$ 1,322,650
c.) Other Public Revenues	
Land Water Conservation Fund	\$ 0
Nature Works	\$ 0
Ohio Environmental Protection Agency	\$ 0
Ohio Department of Natural Resources	\$ 0
Other Public Revenues	\$ 0
d.) Private Contributions	\$ 490,000

Subtotal Local Resources \$ 1,812,650

e.) Clean Ohio Conservation Fund	\$ 776,850
Funds from Other NRAC	\$ 0
Dist Project ID	

Subtotal Clean Ohio Resources \$ 776,850

f.) Total Financial Resources: \$ 2,589,500

**OHIO PUBLIC WORKS COMMISSION  
APPENDIX E - DISBURSEMENT REQUEST FORM AND CERTIFICATION**

DISBURSEMENT REQUEST NUMBER: \_\_\_\_\_

Statement requesting the disbursement of funds from the Clean Ohio Conservation Fund pursuant to Section 6 of the Project Agreement (the "Agreement") executed between the Director of the Ohio Public Works Commission (the "Director") and The City of Grove City, 049-32592, Franklin (the "Recipient"), dated 06/01/2015, for the sole and express purpose of financing the Clean Ohio Conservation Project defined and described in Appendix A of the Agreement (the "Project") and named and numbered as West Water Run Stream Restoration, CCIAE.

EXPENDITURES PROGRESS:	(1) AS PER <u>AGREEMENT</u>	(2) PAID PRIOR <u>TO THIS DRAW</u>	(3) AS PART OF <u>THIS DRAW</u>	(4) PAID TO DATE <u>(Column 2 + 3)</u>
a.) Acquisition Expenses	\$ 490,000	\$ _____	\$ _____	\$ _____
b.) Planning and Implementation	\$ 236,200	\$ _____	\$ _____	\$ _____
c.) Site Improvements	\$ 1,835,800	\$ _____	\$ _____	\$ _____
d.) Permits, Advertising, Legal	\$ 0	\$ _____	\$ _____	\$ _____
e.) Contingencies	\$ 27,500	\$ N/A	\$ N/A	\$ N/A
<b>f.) Total Estimated Costs:</b>	<b>\$ 2,589,500</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

FINANCING PROGRESS:	(1) AS PER <u>AGREEMENT</u>	(2) USED PRIOR <u>TO THIS DRAW</u>	(3) AS PART OF <u>THIS DRAW</u>	(4) USED TO DATE <u>(Column 2 + 3)</u>
1.2				
g.) Clean Ohio Fund	\$ 776,850	\$ _____	\$ _____	\$ _____
Other NRAC	\$ 0	\$ _____	\$ _____	\$ _____
Dist Project ID				
h.) Local Share				
1) In-kind Contributions	\$ 0	\$ _____	\$ _____	\$ _____
2) Applicant Contributions	\$ 1,322,650	\$ _____	\$ _____	\$ _____
i.) Other Public Revenues				
1) Nature Works	\$ 0	\$ _____	\$ _____	\$ _____
2) LWCF	\$ 0	\$ _____	\$ _____	\$ _____
3) OEPA	\$ 0	\$ _____	\$ _____	\$ _____
4) ODNR	\$ 0	\$ _____	\$ _____	\$ _____
5) Other Revenues	\$ 0	\$ _____	\$ _____	\$ _____
6) Private Contributions	\$ 490,000	\$ _____	\$ _____	\$ _____
<b>j.) Total Local</b>	<b>\$ 1,812,650</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>k.) Total Resources</b> (g+j for each column)	<b>\$ 2,589,500</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

[Note: Column total for Line (k) must be equal to the column totals for Line (f)]



Subdivision Name: The City of Grove City, Franklin  
Project Name: West Water Run Stream Restoration  
OPWC Control No.: CCIAE  
Project Manager: Michael Boso, Project Manager

Disbursement Request # \_\_\_\_\_

**CONTRACTOR/VENDOR PAYEE IDENTIFICATION:**

Set forth the appropriate portion(s) of this Disbursement Request amount (all or part of the amount from G(3)) that is to be paid to each of the contractors/vendors (or The City of Grove City) identified below, and as are supported through accompanying copies of invoices or other evidence of expense.

1) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC ..... \$ \_\_\_\_\_

PAYEE:

Address: \_\_\_\_\_

Phone: ( ) - \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

2) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC ..... \$ \_\_\_\_\_

PAYEE:

Address: \_\_\_\_\_

Phone: ( ) - \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

3) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC ..... \$ \_\_\_\_\_

PAYEE:

Address: \_\_\_\_\_

Phone: ( ) - \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

4) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC ..... \$ \_\_\_\_\_

PAYEE:

Address: \_\_\_\_\_

Phone: ( ) - \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

OPWC Use Only

Accounting: \_\_\_\_\_  
(initial)

Approval by: \_\_\_\_\_  
(signature)

Auditor: \_\_\_\_\_  
(initial)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## APPENDIX F

### ESCROW AGREEMENT West Water Run Stream Restoration CCIAE

This Escrow Agreement (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among **THE STATE OF OHIO, acting by and through the DIRECTOR OF THE OHIO PUBLIC WORKS COMMISSION**, (the "Director" or the "OPWC"), The City of Grove City ("Recipient"), and \_\_\_\_\_ ("Escrow Agent").

#### RECITALS

A. **The City of Grove City** has applied for grant funds for a project eligible for funding pursuant to Sections 164.20 through 164.27 of the Ohio Revised Code (the "Grant").

B. **The City of Grove City** has entered into an agreement (the "Contract") with \_\_\_\_\_ ("Seller") for the purchase of fee simple title, or acquisition of such other interest approved by OPWC, of property of Seller located at \_\_\_\_\_ (the "Property"). A copy of the Contract is attached hereto as Exhibit A.

C. **The City of Grove City** and the OPWC have entered into a Grant Agreement funded through the Clean Ohio Conservation Fund dated 06/01/2015.

D. Pursuant to the terms of the Grant Agreement, OPWC desires to deposit in escrow with Escrow Agent the Grant funds to be disbursed to **The City of Grove City** for the purchase of the Property, or interest therein, in accordance with the terms of this Agreement.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

§1. Escrow of Funds. Subject to the terms and conditions of the Grant Agreement, OPWC will disburse to Escrow Agent Grant funds available to Recipient, which disbursement shall be made by a check sent to Escrow Agent via regular U.S. Mail, or by such other means determined by the Director in the Director's sole discretion, prior to the closing date as scheduled under the Contract (the "Escrow Funds"). The Escrow Funds shall be held by Escrow Agent, together with any funds of Recipient made available prior to closing on the terms and conditions hereinafter set forth.

§2. Delivery of Escrow Funds. Upon confirmation by Escrow Agent that the following conditions have been satisfied, Escrow Agent shall disburse the Escrow Funds to Recipient in connection with the closing of the purchase of the Property or other interest therein:

(a) Escrow Agent has confirmed that Recipient has sufficient funds to complete the purchase of, or acquisition of other interest approved by the Director in and to, the Property (the "Closing") and to pay all costs, fees and expenses to be paid by Recipient with respect thereto as disclosed on the settlement statement prepared by Escrow Agent and signed by Recipient and Seller (the "Settlement Statement").

(b) Upon recording of the Conveyance Instrument (as defined in subsection (d) of this Section 2), (i) Recipient will hold marketable title to the Property or (ii) if Recipient is acquiring an interest in the Property other than fee simple, as approved by the Director, Seller holds marketable title to the Property and has granted a valid interest in the Property to Recipient pursuant to the Contract.

(c) If the Contract requires, or Recipient has requested and agreed to pay for, a title insurance policy with respect to the Property (the "Title Policy"), Escrow Agent, as title insurer or agent therefor, is prepared to issue the Title Policy to Recipient.

(d) Escrow Agent is prepared to record, on the date of Closing, (i) the deed, or other instrument appropriate for the interest in the Property to be conveyed pursuant to the Contract, from Seller to Recipient with respect to the Property (the "Conveyance Instrument"), and (ii) the deed restrictions approved by the Director with respect to the Property (the "Deed Restrictions").

(e) If Escrow Agent is an agent of a title insurance company, Escrow Agent has caused an insured closing letter to be issued to OPWC by such title insurance company with respect to Escrow Agent's acts in connection with the Closing and Escrow Agent's performance of its obligations under this Agreement.

§3. Recorded Instruments. Within thirty (60) days of Closing, Escrow Agent shall furnish to OPWC copies of the Settlement Statement, recorded Conveyance Instrument and recorded Deed Restrictions.

§4. Unused Escrow Funds. In the event that a Closing does not occur when required under the Contract, or in the event that the Closing does occur but Escrow Funds remain in an account with Escrow Agent, the Escrow Agent shall notify OPWC in writing promptly thereafter. After receipt of such notice, OPWC shall deliver written instructions to Escrow Agent directing Escrow Agent's release of the Escrow Funds. Immediately upon Escrow Agent's receipt of such notice from OPWC, Escrow Agent shall release the Escrow Funds, or balance thereof, in accordance with OPWC's written instructions.

§5. Notices. Any and all notices to be provided under this Agreement shall be addressed to the party to receive such notice at the address set forth below:

(a) If to OPWC, addressed to:

State of Ohio  
Ohio Public Works OPWC  
65 East State Street, Suite 312  
Columbus, Ohio 43215  
Attention: Director

(b) If to Recipient, addressed to:

**The City of Grove City  
Broadway**

**Grove City, OH 43123-**

(c) If to Escrow Agent:

or at such other place or places or to such other person or persons as OPWC, Escrow Agent, or Recipient may designate by notice to the other parties. Notices hereunder may be given by registered or certified mail, return receipt requested,

or by nationally recognized overnight courier service with written acceptance of delivery. Notice shall be deemed delivered (i) if by registered or certified mail, three (3) business days after deposit of the same with the U.S. Postal Service or (ii) if by overnight courier service, on the date evidenced by the written acceptance of delivery.

§6. Deposit of Escrow Funds. By its execution hereof, Recipient acknowledges that the deposit of the Escrow Funds into escrow with Escrow Agent does not confer any rights or claims to the Escrow Funds by Recipient unless all of the conditions in Section 2 above and the conditions as set forth in the Grant Agreement, have been satisfied.

§7. Disputes. If any disagreement or dispute shall arise between or among any of the parties hereto and/or any other persons resulting in adverse claims and demands being made for a Escrow Funds or any portion thereof, Escrow Agent shall immediately return the Escrow Funds to OPWC, whereupon Escrow Agent shall have no further obligations under this Agreement and Recipient and OPWC shall hold harmless Escrow Agent from any and all claims relating to this Agreement other than those arising from Escrow Agent's fraud, bad faith, negligence or intentional misconduct.

§8. Indemnification. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the Project sufficient to impose upon the Director any of the obligations specified in Section 126.30 of the Revised Code. Provided that the Recipient is not a Local Political Subdivision (as defined in the Grant Agreement), the Recipient shall indemnify and hold harmless the Director, OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, Recipient's use or application of the funds being provided by OPWC hereunder and Recipient's construction or management of the Project.

§9. Time of Essence. Time is of the essence in the performance of the obligations set forth in this Agreement.

§10. Governing Law. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the State of Ohio.

§11. Beneficiary. This Agreement is not intended to confer any rights or remedies upon any person or party other than Escrow Agent, Recipient and OPWC.

§12. Construction. Wherever possible, the terms of this Agreement shall be construed and interpreted so as to be effective and valid under Ohio Law. If any provision of this Agreement or any document contemplated hereby shall be deemed invalid or prohibited under Ohio Law, such provision shall be invalid or prohibited only to the extent of such invalidity or prohibition, and Escrow Agent, Recipient and OPWC shall promptly consult and attempt to agree on a legally acceptable modification that gives effect to the commercial objectives of the unenforceable or invalid provision, and every other provision of such document shall remain in full force and effect.

§13. Modification. Neither this Agreement nor any provision hereof may be modified or amended except by an instrument in writing signed by all the parties hereto, and then only to the extent set forth in such instrument.

§14. Counterparts. This Agreement may be executed in any number of counterparts, each which shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their respective duly authorized representatives as of the date first above written.

**RECIPIENT:**

\_\_\_\_\_  
(Signature)

**Charles Boso, City Administrator**

**ESCROW AGENT:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(City, State, Zip)

Date: 06/08/15  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: C-32-15  
1st Reading: 06/15/15  
Public Notice: 06/18/16  
2nd Reading: 07/20/15  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-32-15

### AN ORDINANCE FOR THE REZONING OF 9.05 ACRES LOCATED AT 2066 HOME ROAD FROM SF-1 TO PUD-R

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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 June 02, 2015; and

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

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

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

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 6839 and being 9.051 acres conveyed to Delno A & Janet I Cummins, as recorded in Official Records, 199807020165246, 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.

\_\_\_\_\_  
Ted A. Berry, 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-32-15  
Exhibit A



**Civil & Environmental Consultants, Inc.**  
8740 Orion Place, Suite 100 • Columbus, Ohio 43240  
Phone 614.540.6633 • Fax 614.540.6638  
CHICAGO, IL. • CINCINNATI, OH • EXPORT, PA. • INDIANAPOLIS IN.  
NASHVILLE, TN. • PITTSBURGH, PA. • ST. LOUIS, MO.

---

**Description of 9.051 Acres  
for Triangle Real Estates Services**

Situated in the State of Ohio, County of Franklin, City of Grove City, V.M.S. 6839, and being a Total of 9.051 Acres Containing a 2.285 Acre Tract (Parcel 1) and a 1.646 Acre Tract (Parcel 2) Conveyed to Delno A & Janet I Cummins, Instrument Number 199807020165246, and a 5.119 Residual Acre Tract Conveyed to George L Schulz & Jill F Savage, Instrument Number 199807020165246 in the Franklin County Recorder's Office:

Beginning with a Found 3/4" Iron Pipe with No ID Cap at the Northwest Corner of said 1.646 Acre Tract (Parcel 2) also being the Northeast Corner of the Addition Property to the Village at Gantz Park Condominiums, Instrument Number 200408260200224, located at Station 315+45.10, Offset to the Right 160.00 feet as shown on the Right-of-Way Plans named FRA-270-6.09S;

Thence South 75°30'00" East following the Southerly Limited Access Right-of-Way Line of Interstate 270, O.R. 16260, Pg. A07, a Distance of 610.82 feet to a Found 3/4" Iron Pipe with No ID Cap at the Northeast Corner of said 5.119 Residual Acre Tract also being the Northwest Corner of a 6.660 Acre Tract Conveyed to Cannan Land Church, O.R. 4195, Pg. F17, located at Station 321+63.25, Offset to the Right 160.00 feet as shown on said Right-of-Way Plans;

Thence South 13°25'10" West following the Westerly of a 6.660 Acre Tract Conveyed to Cannan Land Church, O.R. 4195, Pg. F17, a Distance of 582.60 feet to a Found 5/8" Rebar with No ID Cap at the Southeast Corner of said 5.119 Residual Acre Tract also being the Southwest of a 6.660 Acre Tract Conveyed to Cannan Land Church, O.R. 4195, Pg. F17, located on the Northerly Right-of-Way Line of Home Road;

Thence with the following Two (2) courses along the Northerly Right-of-Way Line of Home Road, FRA 270-6.09S;

1. North 87°19'24" West a Distance of 87.11 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER;
2. South 78°22'48" West a Distance of 118.92 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER;

Thence South 10°13'02" West crossing Home Road, a Distance of 37.42 feet to a Set Railroad Spike;

Thence North 79°47'14" West following the Centerline of Home Road and the Northerly Line of Southpark Subdivision, P.B. 71, Pg. 31, a Distance of 294.66 feet to a Set Railroad Spike at the Southwest corner of said 2.285 Acre Tract (Parcel 1) also being the South east Corner of a 0.321 Acre Tract Conveyed to Jackson Township Trustees named Marsh Cemetery, D.B. 52, Pg. 461;

Thence with the following Two (2) courses around a 0.321 Acre Tract Conveyed to Jackson Township Trustees named Marsh Cemetery, D.B. 52, Pg. 461;

1. North 12°59'45" East a Distance of 138.67 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER at the Northeast Corner of said 0.321 Acre Tract, (Passing a Found 5/8" Rebar with No ID Cap for a Distance of 26.13 feet);
2. North 79°39'24" West a Distance of 120.12 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER at the Northwest Corner of said 0.321 Acre Tract;

Thence North 12°59'45" East following the Additional Property of the Village at Gantz Park Condominium, Instrument Number 200408260200224, a Distance of 582.33 feet to the True Point of Beginning, Containing 9.051 Acres, More or Less, Subject to all Easements, Right-of-Ways, and Restrictions.

This Description was based on an actual field survey by Civil & Environmental Consultants, Inc. in March, 2005.

Bearings were based on State Plane Coordinate System from Franklin County Monuments named FCGS 4432 to FCGS 4428. Ohio South Zone, NAD 83 (1986)

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Anthony W. Williams P.S. 7726

---

Date

Village at Gantz Meadows, LLC

1. Property

The Village at Gantz Meadows ("Property") shall consist of an approximate 9.051 acre site with approximately 294.66 feet of frontage along Home Road and as is further described in Exhibit A-1: Description of 9.051 Acres for Triangle Real Estate Services.

2. General Provisions

- a. The provisions outlined within these development standards shall apply to the 9.051+/- acres of land as described in Exhibit A-1 unless otherwise approved by Grove City Council. Other provisions of the Grove City Code shall apply only to the extent that this Zoning Text & Development Standards do not address such matters.
- b. For the purposes of this Zoning & Development Standards Text, the terms and words contained within carry their customarily understood meanings. Words used in the present tense include the future and the plural includes the singular and the singular the plural. The word "shall" is intended to be mandatory; "occupied" or "used" shall be considered as though followed by the words "or intended, arranged or designed to be used or occupied". In case of any difference of meaning or implication between this text and the Codified Ordinances of Grove City, the Zoning Text shall control.
- c. All provisions of this Zoning & Development Standards Text are severable. If a court of competent jurisdiction 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 to any person or circumstances is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.
- d. Deviations from the standards, requirements, and uses set forth herein as well as the Zoning Code may be approved by City Council through the Development Plan process, as long as they are consistent and harmonious with the overall intent of the development and do not diminish, detract or weaken the overall compatibility between uses within or in proximity of the Property.

3. Permitted & Accessory Use

- a. The Village at Gantz Meadows will be a residential neighborhood that shall contain a mixture of 4-unit and 6-unit attached condominium homes with a pool and cabana. There will be 56 units available.
- b. Accessory uses shall be regulated in accordance with the Grove City Zoning Code.

#### 4. General Site Development Standards

- a. **Entryway.** An entry to the site will be located on Home Road and shall incorporate design elements in keeping with others in the area. Those elements shown are illustrative only. Details will be included with the Final Development Plan.
- b. **Streets.** All streets shall be a minimum of 26 feet in width (as measured from front of curb), privately owned and maintained by the Condominium Association.
- c. **Bike Path.** A 6-foot wide asphalt bike path connection shall be constructed by the developer and dedicated for public use to provide recreational opportunity to the residents of the neighborhood as well as the larger community. The path shall connect the existing trail in Gantz Park to the site's entryway and the proposed private sidewalk within the subject property. That portion of the path which falls within the public R.O.W. should be conveyed to the City for public use through recorded easements.
- d. **Open Space.** Open space shall be provided in accordance with Chapter 1101.
- e. **Amenity.** The developer shall construct a community pool cabana of approximately 180 square feet and a pool (not less than 20' x 40'). These amenities shall be used by residents and their guests in accordance with regulations established by the Condominium Association to be formed by the developer.
- f. **Construction/sales trailer.** During the initial construction of the property, a temporary trailer will serve as both construction and sales center.
- g. **Site lighting.** Site lighting shall be provided along the internal private streets via a decorative post with lamp fixture. Additional decorative accent and landscape lighting shall be incorporated at the clubhouse, entry sign and landscape features which may be lit from a concealed source with light cast directionally up or down. No light shall be cast horizontally, and lighting fixtures will be no taller than fifteen feet (15'). The final details for lighting fixtures and locations will be approved with the final development plan.
- h. **Fencing.** Fencing shall be limited to entry feature fencing, buffer privacy fencing and pool fencing. No other lawn or common areas shall be fenced.
- i. **Retention Ponds.** Retention ponds shall comply and constructed in accordance with Grove City's Public and Private Pond Design Criteria.
- j. **Screening, Tree Survey, and Tree Preservation**
  - i. Developer shall pay the Urban Forestry fee of \$6 per lineal feet of curb/street pavement for the entire plat, to the City Community Environmental Fund. Trees will be installed and maintained by the city.
  - ii. Perimeter screening/buffering shall be provided to ensure compatibility and adequate buffers with surrounding uses as well as acceptable separation from Home Road and I-270.

1. In areas determined during the development plan review and construction process by the Urban Forester to be void or deficient of trees (as result of construction activity or as an existing condition) the developer shall install trees to establish an adequate level screening and buffering in accordance with Section 1136.07.
2. Existing healthy trees located within ten (10') feet of the site's perimeter (measured from the property line) shall be preserved with the exception for utility crossings. Trees located within these areas as shown on the Final Development Plan shall be placed in a preservation easement and provided to the Condominium Association as part of the Declaration of Condominium.
3. **Perimeter screening shall meet Grove City standards in accordance with Chapter 1136. Permissibly open area shall not be included in the opacity determination.**
  - a. Screening shall be reasonably uniform in height and opacity along its entire length, provided, however, that screening is not required within one foot (1') of the ground or eight feet (8') above finished grade.
  - b. Plants shall be selected to achieve the height and opacity specified herein within five (5) years of installation and shall be not less than six feet (6') for evergreens, two (2") caliper for deciduous and thirty-six inches (36") for shrubs at the time of installation.
  - iii. Two trees shall be provided per residential unit. These trees may not be utilized to fulfill the pond planting requirement. Details for trees and other plantings shall be provided with the Final Development Plan. At a minimum, shade trees and ornamental trees shall be two inch (2") caliper at installation.
  - iv. A tree survey shall be provided showing all trees six inch (6") caliper or greater on site.
- k. **Parking.**
  - i. Each 4-unit building will provide a min. 4 garage spaces and 8 surface spaces, each 6-unit building will provide a min. 7 garage spaces and 8 surface spaces.
  - ii. **Additional parking shall be provided at the clubhouse (3 spaces) and at other locations (8 spaces) as shown on Exhibit B - Preliminary Development Plan.**
  - iii. No on-street parking shall be permitted on the private streets. The developer shall install "No Parking" signs as directed by the Fire Department. These "No Parking" signs will be decorative and details for these signs will be approved as part of the final development plan.
5. **Phasing.** The property will be developed in two phases, with the sequence of construction determined by the developer as approved in final engineering.

6. Condominium Association **Responsibilities**. A condominium association will be established by the developer prior to occupancy by any residents. Control of the association shall be turned over to the residents in accordance with Ohio Law Association responsibilities shall include exterior maintenance of all buildings and structures and lawn and landscaping care for all common areas (such as the entryway, lawns, trees, site amenity, retention pond facilities and the like). All association responsibilities and obligations shall be set forth in the Declaration of Condominium prepared and recorded by the developer prior to occupancy.

7. Architectural Development Standards and Area Requirements.

a. Setbacks.

- i. There shall be a ten foot (10') building and parking side yard setback from east and west property boundary.
- ii. There shall be a thirty foot (30') building and parking setback from the north property boundary.
- iii. There shall be a 40' building and parking setback from the south property boundary.

b. Building Standards.

- i. The minimum living area (finished space) of each home shall not be less than 650 square feet.
- ii. The maximum height of any building shall be 25 feet above grade.
- iii. All architectural features shall be as described below or as depicted on the Final Development Plan.

8. Building Design.

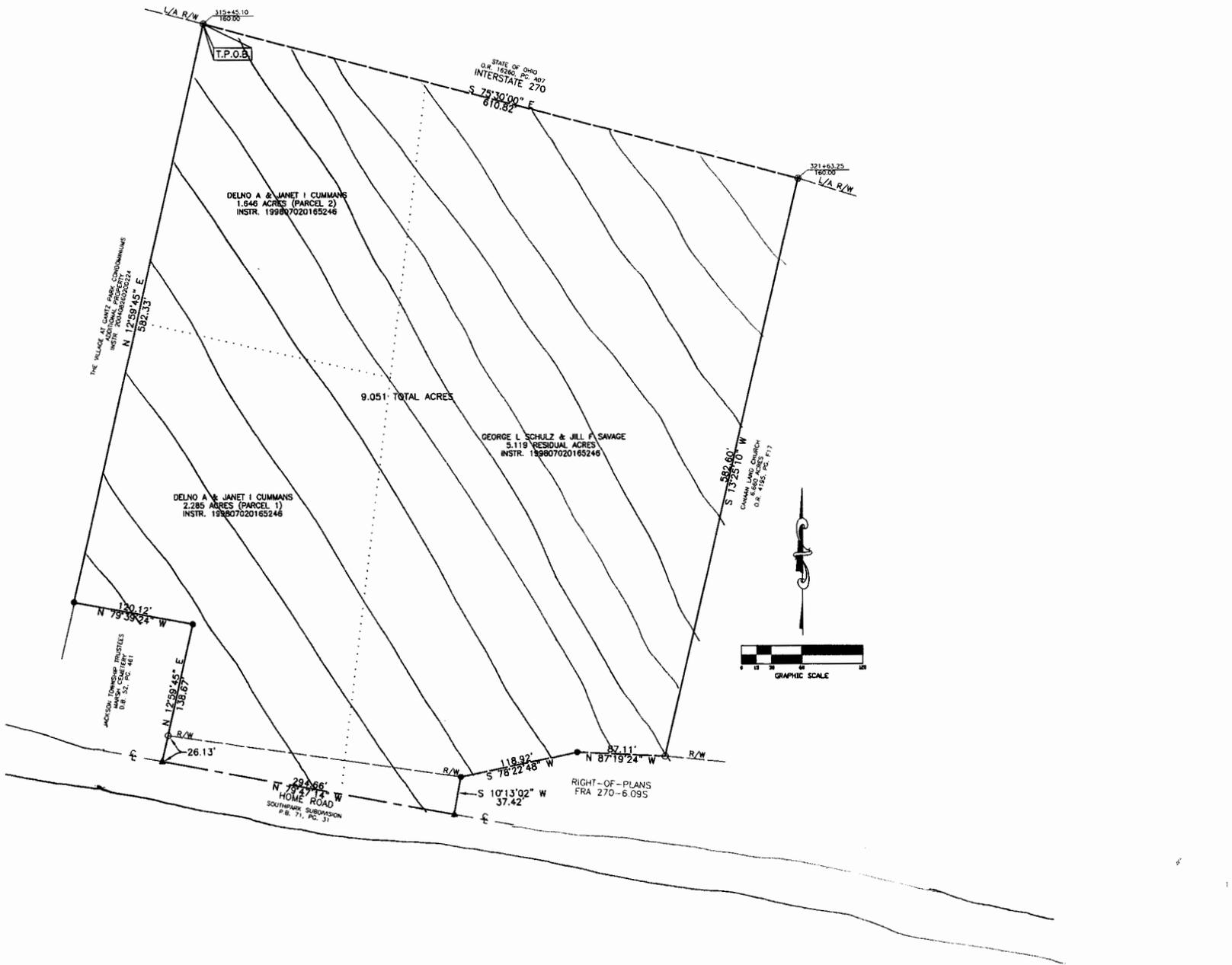
- a. The exteriors of the buildings shall include any of the following unless equivalents are approved by the Grove City Building Division during the building permit process:
  - i. Vinyl siding (lap & shake) and trim
  - ii. Aluminum or vinyl soffits and fascia
  - iii. Cultured stone
  - iv. Brick
  - v. Single hung, Low-E vinyl windows
  - vi. 25 Year, dimensional architectural shingles
  - vii. 1 and 2-car garage doors

- viii. Faux shutters
  - ix. Dormers
  - x. Other materials used as minor accents subject to approval of the Building Division
- b. Exterior Colors
- i. Siding Colors. Natural earth tones and/or warm neutral colors, including white. High-chroma colors are not permitted.
  - ii. Trim Colors. Natural earth tones and/or warm neutral colors, including white. Complementary or contrasting to siding color. High-chroma colors are not permitted.
  - iii. Roofing Colors. Shingle colors shall be from the color range of natural materials; such as, but not limited to wood shakes, slate, etc.
- c. Garages. All dwellings shall have an attached one or two-car garage.
- d. Accessory Structures. No detached garages, sheds, or other accessory structures shall be permitted.



### Surveyor's Certificate

This exhibit was based on an actual field survey by Civil & Environmental Consultants, Inc. in March, 2005.



Date: \_\_\_\_\_

Registered Surveyor: Anthony W. Williams  
Registered Land Surveyor No.: 7726  
In the State of Ohio



**Civil & Environmental Consultants, Inc.**  
8740 Orion Place, Suite 100  
Columbus, Oh. 43240  
(614)540-6633 (888)598-6808 Fax (614)540-6838  
CHICAGO, IL · CINCINNATI, OH · EXPORT, PA · INDIANAPOLIS, IN  
NASHVILLE, TN · PITTSBURGH, PA · ST. LOUIS, MO.

Boundary Survey  
for Triangle Real Estate Service  
of 9.051 Acres on Home Road  
Grove City, Ohio

DRAWN BY: NW	JOB NUMBER 050052
FIELD WORK BY: TF/AJ/JA	
DATE: APRIL 15, 2005	
SCALE: 1"=60'   SHEET 1 OF 1	

#### REVISION RECORD

DATE	DESCRIPTION

#### Legend of Symbols & Abbreviations

- Found 3/4" Iron Pipe with No ID Cap.
- ▲ Set Railroad Spike
- Found 5/8" Rebar with No ID Cap
- Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER

C-30-15  
**EXHIBIT B**

Date: 07/01/15  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Co. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No. : C-38-15  
1st Reading: 07/06/15  
Public Notice: 07/09/15  
2nd Reading: 07/20/15  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE NO. C-38-15

### AN ORDINANCE TO ACCEPT THE ANNEXATION OF 5.46+ ACRES LOCATED SOUTH AND EAST OF BORROR ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

---

WHEREAS, a petition for the annexation of 5.46+ acres, more or less, in Jackson Township was duly filed by Christopher and Melanie Flaum; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on April 14, 2015; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on April 22, 2015.

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

SECTION 1. The proposed annexation, as applied for in the petition of Christopher & Melanie Flaum being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on March 09, 2015 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on April 14, 2015, be and the same is hereby accepted.

**Said territory is described as follows:** *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 6115. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be SF-1, Single Family Residential, and shall be placed in Ward 3. A map is attached as "Exhibit B" and made a part hereof.

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

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

---

Ted A. Berry, President of Council

Passed:

C-38-15  
Exhibit A  
ANNEXATION DESCRIPTION  
5.46 acres

From: Jackson Township

To: The City of Grove City

Situated in the State of Ohio, County of Franklin and Township of Jackson, in Virginia Military Survey No. 6115, and being all of that 5.25 acre tract conveyed to Christopher E. Flaum and Melanie A. Flaum by deed of record in Instrument No. 201308220143620, out of that 55 acre tract of land conveyed to Michael J. and Tressa L. Baer by the deed recorded in Deed Book 1250, page 454, Recorder's Office, Franklin County Ohio, along with approximately 0.21 acres within Borrer Road and the right of Way of Borrer Road being in a tract of land known as "RESERVE B" of Meadow Grove South Section 3 conveyed to the City of Grove City, Ohio by Deed of record as Instrument No. 200310280344240, Recorder's Office Franklin County, Ohio, and more particularly described as follows:

Beginning at the northeasterly corner of the said 5.25 acre Flaum tract in common with the northwesterly corner of a 5.9769 acre tract of land conveyed to Steven R. Isaac and Debra S. Isaac, Trustees by deed of record as Instrument No. 201104290056238, and said beginning being at an iron pipe in the present location of Borrer Road, which bears South 68 deg. 04' East a distance of 400.25 feet from the Northeast corner of the above mentioned 55 acre tract;

Thence in a South Easterly (predominately southerly) direction a distance of approximately 410.8 feet along the east line of the said 5.25 acre Flaum tract and in common with the west boundary line of the said 5.9769 acre tract of land conveyed to Steven R. Isaac and Debra S. Isaac, Trustees by deed of record as Instrument No. 201104290056238, Recorder's Office, Franklin County, Ohio, to a point;

Thence in a South Easterly (predominantly Easterly) direction a distance of approximately 50.0 feet along the same common east line of the said 5.25 acre Flaum tract and the west boundary line of the previously mentioned 5.9769 Isaac tract of land to a point;

Thence in a South Westerly (predominately southerly) direction a distance of approximately 394.0 feet along the same common east line of the said 5.25 acre Flaum tract and the west boundary line of the previously mentioned 5.9769 Isaac tract to the southeast corner of the said 5.25 acre Flaum tract and being the southwest corner of the previously mentioned 5.969 acre Isaac tract;

Thence in a North Westerly (predominantly westerly) direction a distance of approximately 331.18 feet along the south line of the said 5.25 acre Flaum tract being in common with the north boundary line of the 17.791 acre tract of land conveyed to Andrew M. Sweigart by deed of record as Instrument No. 200504080066065, Recorder's Office, Franklin County, Ohio, passed the northwest corner of the said Sweigart tract to a point in the north boundary line of a 2.6565 acre tract of land conveyed to Raymond M. Baer and Victoria Baer by deed of record as Instrument No. 200504080066064, Recorder's Office, Franklin County, Ohio, to the southwest corner of the said 5.25 acre Flaum tract;

Thence in a North Easterly (predominately northerly) direction a distance of approximately 287.7 feet along the west line of the said 5.25 acre Flaum tract in common with the entire east line of and passed the 3.276 acre tract of land conveyed to Raymond M. Baer and Victoria Baer by deed of record in Deed

Book 2601 page 667, Recorder's Office, Franklin County, Ohio, thence continuing to a point along the common east line of the 5.0 acre tract of land conveyed to Robert L. Bennett and Constance E. Bennett by deed of record in Deed Book 2483 page 423, Recorder's Office, Franklin County, Ohio;

Thence in a North Westerly (predominately northerly) direction a distance of approximately 394.0 feet along the west line of the said 5.25 acre Flaum tract in common with the east line of the aforementioned 5.0 Bennett tract to an iron pipe in the center of the present location of Borrer Road and being the northwest corner of the said 5.25 acre Flaum tract and point in common with the northeast corner of the said 5.0 Bennett tract;

Thence from said northwest corner of the 5.25 acre Flaum tract in a North Westerly (predominately northerly) direction across said Borrer Road and continuing across the right of way of Borrer Road a distance of approximately 68 feet to the northerly right of way line of Borrer Road and to the existing corporation line of the City of Grove City as established by Ordinance Number C-70-75 of record in Record Book 165-584;

Thence in a North Easterly (predominately easterly) direction continuing along the said existing Corporation Line (C-70-75) a distance of approximately 135 feet to the east boundary line of a tract of land known as "RESERVE B" of Meadow Grove South Section 3 conveyed to the City of Grove City, Ohio by Deed of record as Instrument No. 200310280344240, Recorder's Office Franklin County, Ohio also being the west boundary line of a tract of land conveyed to Brian A. Clouser and Katrina L. Clouser by Deed of record as Instrument No. 200500113008504, Recorder's Office, Franklin County, Ohio;

Thence in a South Easterly (predominantly southerly) direction from said right of way line a distance of approximately 68 feet to the center of the present location of Borrer Road to a point in the north boundary line of said 5.25 acre Flaum tract;

Thence, continuing in a North Easterly (predominately easterly) direction along the center line of Borrer Rd. and also the north line of the said 5,25 acre Flaum a distance of approximately 148.40 feet to the northeast corner of the said 5.25 acre tract, and being the place of beginning.

Containing 5.46 acres of land, more or less, subject to all legal highways and easements of record in previous instruments.

The above description was prepared for annexation purposes only by Attorney Stephen J. Bowshier, 4030 Broadway, Grove City, OH 43123 in December 2014, from the best available County Records. This information was not derived from an actual field survey. The above description is not valid for the transfer of real property, and is not to be utilized in place of a Boundary Survey as defined by the Ohio Administrative Code in Chapter 4733-37.

# PROPOSED ANNEXATION of 5.46 +/- Acres FROM: JACKSON TOWNSHIP TO: City of GROVE CITY

**Legend**

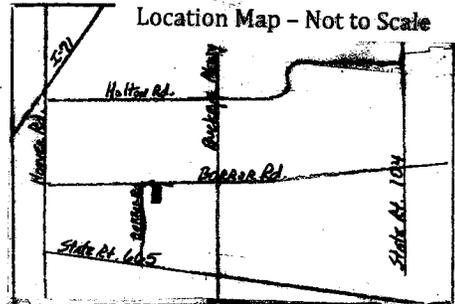
EXISTING CITY OF GROVE CITY CORP. LINE



PROPOSED CITY OF GROVE CITY CORP. LINE



AREA TO BE ANNEXED



Total Length of Perimeter	+/-	2,287.08 Ft.
Total Length of Contiguity	+/-	135.00 Ft.
Percentage of Contiguity	+/-	5.902 %

Scale 1" = 175' Grid North

Drawing Prepared By:  
Stephen J. Bowshier, Esq.  
4030 Broadway, Suite 100  
Grove City, OH 43123  
(614) 875-1777

ANNEX. NO. \_\_\_\_\_ ORD No. C-38-15  
Proposed ANNEXATION OF 5.46 +/- Acres  
To The  
**CITY OF GROVE CITY**  
From  
**JACKSON TOWNSHIP**  
DATE: \_\_\_\_\_ SCALE 1" = 175'

Date: 07/15/15  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan Comm  
Approved: \_\_\_\_\_  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No.: C-43-15  
1st Reading: 07/20/15  
Public Notice: 7/23/15  
2nd Reading: 08/03/15  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-43-15

### AN ORDINANCE TO ACCEPT THE PLAT OF MEADOW GROVE ESTATES NORTH, SECTION 3

---

WHEREAS, Meadow Grove Estates North, Section 3, a subdivision containing lots 42 to 58 inclusive, and an area designated as Reserve 'E', 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 Meadow Grove Estates North, Section 3, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 6840, containing 7.723 acres of land, more or less. Said 7.723 acres being part of that tract of land conveyed to Rockford Homes, Inc, 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.

\_\_\_\_\_  
Ted A. Berry, 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: 07/15/15  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: C-44-15  
1st Reading: 07/20/15  
Public Notice: 7/23/15  
2nd Reading: 08/03/15  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-44-15

### AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR OUTDOOR SEATING FOR LONDON PLACE LOCATED ON THE SOUTHEAST CORNER OF THE BUILDING

WHEREAS, London Place, applicant, has submitted a request for a Special Use Permit for Outdoor Seating located on the southeast corner of the building located north of S.R. 665 and west of Summit Way; and

WHEREAS, on July 07, 2015, 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. Decorative landscaping shall be installed on the perimeter fencing; and
2. The applicant shall work with the Urban Forester to select appropriate plantings for the landscape area south of the proposed outdoor seating area.

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)A1s is hereby issued to London Place for the southeast corner of the building, contingent upon the stipulations set by Planning Commission.

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

\_\_\_\_\_  
Ted A. Berry, 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: 07/15/15  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: C-45-15  
1st Reading: 07/20/15  
Public Notice: 7/23/15  
2nd Reading: 08/03/15  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-45-15

### AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A DRIVE THRU FOR LONDON PLACE LOCATED ON THE SOUTHWEST CORNER OF SR665 & SUMMIT WAY

WHEREAS, London Place, applicant, has submitted a request for a Special Use Permit for a Drive-Thru located north of S.R. 665 and west of Summit Way; and

WHEREAS, on July 07, 2015, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, with the following stipulation:

1. Direction signage be added indicating the exit to State Route 665.

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)A1j is hereby issued to London Place on the southwest corner of SR665 & Summit Way, contingent upon the stipulation set by Planning Commission.

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

\_\_\_\_\_  
Ted A. Berry, 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: 07/15/15  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No. : C-46-15  
1st Reading: 07/20/15  
Public Notice: 7/23/15  
2nd Reading: 08/03/15  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-46-15

### AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR OUTDOOR SEATING FOR LONDON PLACE LOCATED ON THE SOUTHWEST CORNER OF THE BUILDING

WHEREAS, London Place, applicant, has submitted a request for a Special Use Permit for Outdoor Seating located on the southwest corner of the building located north of S.R. 665 and west of Summit Way; and

WHEREAS, on July 07, 2015, 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. Decorative landscaping shall be installed on the perimeter fencing; and
2. The applicant shall work with the Urban Forester to select appropriate plantings for the landscape area south of the proposed outdoor seating area.

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)A1s is hereby issued to London Place for the southeast corner of the building, contingent upon the stipulations set by Planning Commission.

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

\_\_\_\_\_  
Ted A. Berry, 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: 07/15/15  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No.: C-47-15  
1st Reading: 07/20/15  
Public Notice: 07/23/15  
2nd Reading: 09/07/15  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-47-15

AN ORDINANCE APPROVE A PUD-R ZONING CLASSIFICATION FOR  
16+ ACRE PARCEL LOCATED AT THE SOUTHWEST CORNER OF ORDERS  
AND HAUGHN ROADS UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

---

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 zoning classification of certain premises, upon its annexation to the City, hereinafter described; and

WHEREAS, the Planning Commission approved the PUD-R Zoning Classification request on July 07, 2015, with the following stipulations: 1. Section VII(4) of Zoning Text shall be amended to eliminate the specific Total Building square footage, 2. Section VII(9) shall be amended to state "There will be a minimum of 178 parking spaces provided for staff, visitors, and tenants"; and

WHEREAS, a copy of the annexation, together with a map and zoning classification request and the recommendation 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 shall be given a zoning classification of PUD-R - Planned Unit Development-Residential, with an amended Zoning Text as stipulated by Planning Commission, upon its annexation to the City of Grove City, Ohio:

Situated in the State of Ohio, County of Franklin, City of Grove City and lying in Virginia Military Survey #1434, 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.

\_\_\_\_\_  
Ted A. Berry, President of Council

Passed:  
Effective:

\_\_\_\_\_  
Richard L. Stage, Mayor

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance

C-47-15  
Exhibit A  
**LEGAL DESCRIPTION**  
**15.974 ACRES**

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Survey Number 1434 of the Virginia Military District, being a part of the 86.388 acre tract conveyed to Joseph D. Brown and Marcia L. Brown by of record in Instrument Number 200001120008580 and in Instrument Number 201209140136739 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

**COMMENCING, FOR REFERENCE**, at Franklin County Geodetic Survey monument number 2018 found at the intersection of the centerline of Orders Road (right of way width varies) and the centerline of Haughn Road (right of way width varies) being also the northeasterly corner of the 0.896 acre tract conveyed to the Franklin County Commissioners by deed of record in Instrument Number 200408170192072 and the northwesterly corner of the 0.727 acre tract conveyed to Dorothy A. Miller by deed of record in Instrument Number 201303220048045;

thence, South 02° 36' 56" West, 750.00 feet, along the centerline of Haughn Road, the easterly line of the 0.896 acre tract, the westerly line of the 0.727 acre tract, the westerly line of the 0.460 acre tract conveyed to Betty D. Gardner by deed of record in Official Record 5102 E09 and the westerly line of the 4.422 acre tract conveyed to Rebecca L. Absten and Michael J. Absten by deed of record in Instrument Number 200406090133243, to a Mag Nail set in the southeasterly corner of the 0.896 acre tract and being the **PRINCIPAL PLACE OF BEGINNING**;

thence, continuing South 02° 36' 56" West, 254.58 feet, along the centerline of Haughn Road, to a Mag Nail set;

thence, North 82° 23' 04" West, 810.50 feet, to an iron pin set, passing for reference an iron pin set at 20.08 feet in the westerly right of way line of Haughn Road;

thence, North 02° 36' 56" East, 889.58 feet, to an iron pin set in the southerly line of the 2.250 acre tract conveyed to the City of Grove City, Ohio by deed of record in Instrument 201410310144844;

thence, South 86° 59' 05" East, 651.50 feet, along the southerly line of the 2.250 acre tract and the northerly line of the Brown tract, to an iron pin found (13/16" ID. iron pipe with "EMHT" plug per survey by Joshua M. Meyer);

thence, South 26° 06' 28" East, 114.30 feet, along a southwesterly line of the 2.250 acre tract and a northeasterly line of the Brown tract, to an iron pin found (13/16" ID. iron pipe with "EMHT" plug per survey by Joshua M. Meyer);

thence, South 09° 55' 41" East, 234.82 feet, along a southwesterly line of the 2.250 acre tract and a northeasterly line of the Brown tract, to an iron pin found (13/16" ID. iron pipe with

"EMHT" plug per survey by Joshua M. Meyer) in the westerly line of the Franklin County Commissioners 0.896 acre tract;

thence, South 02° 36' 56" West, 371.64 feet, along the westerly line of the 0.896 acre tract and an easterly line of the Brown tract, to an iron pin set in the southwesterly corner of the 0.896 acre tract;

thence, South 87° 23' 04" East, 50.00 feet, along the southerly line of the 0.896 acre tract and a northerly line of the Brown tract, to the Principal Place of Beginning, passing for reference an iron pin set at 30.00 feet.

Containing 15.974 acres more or less of which 0.116 acres is within the present right of way occupied by Haughn Road. Subject, however, to all legal rights of way and/or easements, if any, of previous record.

Iron pins set, where indicated, are 5/8 inch diameter by 30 inches in length solid re-bars with yellow plastic caps bearing the inscription of Choice One Engineering and SEB LS-7059.

The bearings shown on this survey are based on NAD 83, GEOID 2003, Ohio South Zone, ODOT VRS CORS Network and verified by field traverse utilizing and referencing the Franklin County Engineering Department monuments FCGS 5623, FCGS 2018, FCGS 2017 and L21. The bearing of South 02° 36' 56" East between monuments FCGS 2018 and FCGS 2017 was utilized as the "basis of bearings" for this survey.

This survey was prepared using documents of record, prior plats of survey and observed evidence located by an actual field survey during the month of February 2015 performed under the direct supervision of Steven E. Bowersox, Ohio Professional Surveyor number 7059.



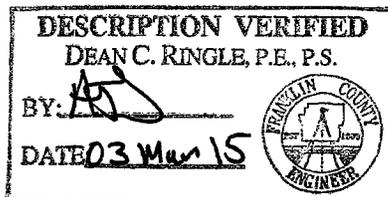
CHOICE ONE ENGINEERING

*St E Bowersox* 3/2/2015  
Steven E. Bowersox Date  
Professional Surveyor No. 7059

0-33-2  
Split  
15.974 acre  
0-106  
(160)  
184

**APPROVED BY FRANKLIN COUNTY  
ECONOMIC DEVELOPMENT &  
PLANNING DEPARTMENT  
NO PLAT REQUIRED**

*[Signature]* 4/3/15  
Authorized By *9777-15-LS* Date



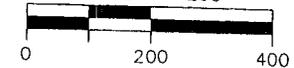
# BROWN PLAT OF SURVEY

BEING SITUATE IN VIRGINIA MILITARY SURVEY 1434,  
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN,  
STATE OF OHIO



The bearings shown on this survey are based on NAD 83, GEOID 2003, Ohio South Zone, ODOT VRS CORS Network and verified by field traverse utilizing and referencing the Franklin County Engineering Department monuments FCCS 5623, FCCS 2018, FCCS 2017 and L21. The bearing of South 02° 36' 56" East between monuments FCCS 2018 and FCCS 2017 was utilized as the "basis of bearings" for this survey

SCALE: 1"=200'

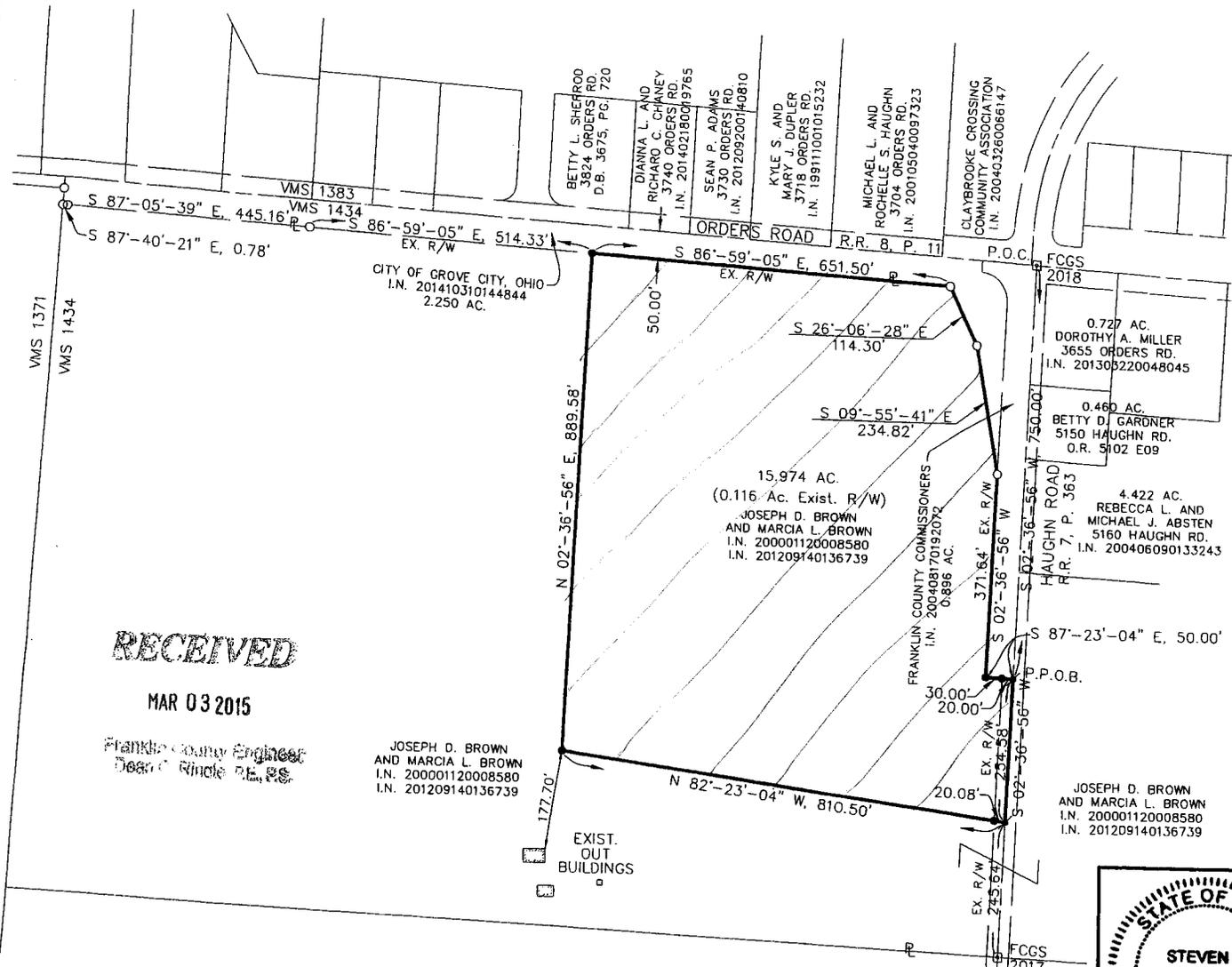


## LEGEND

- 5/8" X 30" REBAR W/CAP SET
- IRON PIN FOUND, 1/2" ID IRON PIPE WITH "EMHT" PLUG PER SURVEY BY JOSHUA M. MEYER
- ✦ MAG NAIL SET
- ✧ MAG NAIL FOUND
- ⊠ FCCS MONUMENT FOUND
- P.O.C. POINT OF COMMENCEMENT
- P.P.O.B. PRINCIPAL PLACE OF BEGINNING

### NOTE:

1.) The subject 15.974 acre tract contains no buildings or improvements.



RECEIVED

MAR 03 2015

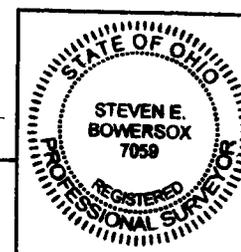
Franklin County Engineer  
Dean C. Rindler P.E., P.S.

JOSEPH D. BROWN  
AND MARCIA L. BROWN  
I.N. 200001120008580  
I.N. 201209140136739

JOSEPH D. BROWN  
AND MARCIA L. BROWN  
I.N. 200001120008580  
I.N. 201209140136739

*Steven E. Bowersox*  
STEVEN E. BOWERSOX, P.S. #7059

3/2/2015  
DATE



<b>CHOICE ONE</b> ENGINEERING	DATE: 03-02-2015
	DRAWN BY: seb
	JOB NUMBER: FRA-GCI-1403
	SHEET NUMBER 1 OF 1

440 E. HOEWISHER ROAD SIDNEY, OHIO 45365 (937) 497-0200  
203 W. LOVELAND AVENUE LOVELAND, OHIO 45140 (513) 239-8554  
www.choiceoneengineering.com

**STORY POINT SENIOR LIVING FACILITY  
PLANNED UNIT DEVELOPMENT-RESIDENTIAL (PUD-R)  
ZONING TEXT**

- I. INTRODUCTION. This Zoning Text (the "Text") establishes the permitted land use, residential density, and other development standards for the development comprising the 15.97± acres of land generally located south of Orders Road, and west of Haughn Road, as more accurately depicted on the Preliminary Development Plan dated April 15, 2015 and described in the legal description submitted with the zoning application (the "Property"). The Property or, as sometimes referred to herein, Story Point, is a senior living facility. The general design of the Property is to reflect and continue the characteristics and continuity of the adjacent community.
- II. SEVERABILITY. All provisions of this Text are severable. If a court of competent jurisdiction 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 to any person or circumstances is invalid, the remaining provisions and the application of those provisions to other persons of circumstances are not affected by that decision.
- III. APPLICABILITY. The standards and provisions outlined within the Text shall apply to the 15.97± acres of land as described above unless otherwise approved by Grove City Council. Other provisions of the Grove City Code, including the Standard Drawings and other policies shall only apply to the extent that this Text does not address such matters.
- IV. CONFLICT. When there appears to be, or there is in fact, a conflict between the Text and the Final Development Plan, the more restrictive requirement/standard shall apply.
- V. DEVIATION. The standards, requirements and uses may be deviated from upon the request of City or Developer during the final development plan review process as long as such requests are consistent and harmonious with the overall intent and character of the development and do not diminish, detract or weaken the overall compatibility between uses in proximity of the Property. Deviations shall not be granted to individual homeowners, such individuals seeking relieve from the Text or Zoning Code shall do so through the appeals process as set forth in Grove City Code.
- VI. GENERAL REQUIREMENTS.
  - A. Streets / Sidewalks
    1. Pavement Width. Private drives shall have a minimum pavement width of 22 feet measured from face-of-curb to face-of-curb.
    2. Side Walks. Sidewalks shall be installed along Orders Rd. per the final development plan.
    3. Service Walks. Walks will be installed throughout the site to provide accessibility to parking and service areas.
  - B. Landscaping.
    1. Entrance Features. The general massing and location of plants and hardscape proposed as part of the entry features and the species of plants shall be approved with the final development plan.
    2. Street Trees. The provision for street trees shall be administered under Section 1136.09 of the Grove City Zoning Code.
    3. Site Landscaping. The site will be landscaped per the final development plan and will include a variety of plant species and trees to provide screening and natural amenities to highlight the site.
- VII. Requirements
  1. Intent. The intent of this subarea is to provide senior living housing choices.
  2. Permitted Uses. Independent Living; Enhanced Living; Assisted Living/Memory Care
  3. Lot Size. The facility will be located on the 15.97± acre site.
  4. Unit Sizes: Total Building - a minimum of 186,415 SF; Units vary from 480 SF - 1085 SF – 92

apartments will be made up of a minimum of seventy-two (72) 685 SF one-bedroom units, twelve (12) 965 SF two-bedroom units and eight (8) 1085 SF 2-bedroom deluxe units.

5. Yard Dimensions:

VII. Story Point Proposed Set Backs			
	Main Building	Accessory Building (Carports)	Parking/Drive Aisle
North	146'	170'	38'
South	248'	248'	128'
East	63'	58'	20'
West	106'	54'	18'

6. Unit Types: The housing programs for those requiring more services/assistance include The Harbors – an independent living program with a minimum of 30 additional apartments offering “catered” services providing moderate assistance to those with slightly higher needs, but not the intensity required of an assisted or nursing care resident. The Harbors, located in the southwest quadrant, is a 1-story wing (Approx. 27’-0” tall) made up of a minimum of four (4) 480 SF Studios, twenty-four (24) 640 SF 1-bedroom units and two (2) 950 SF 2-bedroom units. A specialized 1-story environment for seniors with Alzheimer’s or other associated dementias affecting memory and other cognitive skills is planned as a corrected, yet stand-alone minimum 36 unit, housing option for those unique seniors. The A.L. & Memory, located in the southeast quadrant, is a 1-story wing (Approx. 30’-0” tall) made up of a minimum of thirty-two (32) 295 SF 1-bed units and four (4) 450 SF 2-bed units.
7. Amenities: Amenities will include a variety of dining venues, indoor and outdoor activity areas, shops, postal services, bank, salon/barber, library and computer classroom and multi-purpose rooms for larger gatherings, fitness or other group activities. The use of these amenities are limited to the residents and their guests and are not open to the public.
8. Site and Building Design.
- Materials. Four-sided architecture with brick or stone foundations on all sides and common window fenestration will be encouraged to reflect a continuity of materials and architectural design for all elevations. Building materials including brick or stone and vinyl siding will be utilized on exterior walls.
  - Building Height. The maximum building height shall be (50) feet measured from the grade to the highest decorative element on the building and an average of (48.5) feet measured from the grade to the ridge line of the main roof for the 3-story portion.
  - Roof. All roof pitches must fall within the range of 6/12 – 12/12 with the exception of porch roof pitches which may not be less than 4/12 and minimal flat roof areas used to conceal mechanical equipment with parapet walls. The roof material will be dimensional architectural shingles at pitched roofs and membrane roofing at flat roof areas.
  - Driveways. Driveways shall be constructed of stone base, concrete curbs and asphalt paving.
  - Detached Structures. Car Ports covering a minimum of (26) parking spaces.
  - Outdoor Space. Outdoor areas will be serviced with patios, courtyards and ADA accessible sidewalks with widths and locations per the submitted plan.
9. Parking. There will be a minimum of (178) parking spaces provided for staff, visitors and tenants.

Date: 07/15/15  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No. : CR-42-15  
1st Reading: 07/20/15  
Public Notice: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION NO. CR-42-15

### A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR MID-OHIO FOOD BANK LOCATED AT 8231 BROOKHAM DRIVE

WHEREAS, on July 7, 2015, the Planning Commission recommended approval of the Development Plan for Mid-Ohio Food Bank with the following deviations and stipulations:

1. A mulch path shall be installed on the existing Food Bank site to provide pedestrians safe access between the proposed parking lot and the Food Bank facility. The design of this path shall be finalized during the site improvement plan review; and
2. Landscaping shall be installed per Section 1136.06(a)(1) between the proposed parking lot and Brookham Drive; and
3. Landscaping shall be installed per Section 1136.06(b) (Rear and Side Yards Adjacent to Compatible Use Districts) between the proposed parking lot and adjacent properties.

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 Mid-Ohio Food Bank, 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.

\_\_\_\_\_  
Ted A. Berry, President of Council

\_\_\_\_\_  
Richard L. Stage, Mayor

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

\_\_\_\_\_  
Stephen J. Smith, Director of Law

Passed:  
Effective:

Attest:

I Certify that this resolution  
is correct as to form.

Date: 07/15/15  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: CR-43-15  
1st Reading: 07/20/15  
Public Notice: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION NO. CR-43-15

### A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR THE VILLAGE AT GANTZ MEADOWS LOCATED AT 2066 HOME ROAD

---

WHEREAS, on July 7, 2015, the Planning Commission recommended approval of the Development Plan for The Village at Gantz Meadows with the following stipulations:

1. The Home Road trail crossing and connection within Gantz Park shall be reviewed and coordinated with the City; and
2. The applicant shall obtain an easement from the City to access the sanitary main on the City's property (Gantz Park).

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 The Village at Gantz Meadows, 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.

\_\_\_\_\_  
Ted A. Berry, President of Council

\_\_\_\_\_  
Richard L. Stage, Mayor

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

\_\_\_\_\_  
Stephen J. Smith, Director of Law

Passed:  
Effective:

Attest:

I Certify that this resolution  
is correct as to form.

Date: 07/15/15  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: CR-44-15  
1st Reading: 07/20/15  
Public Notice: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION NO. CR-44-15

### A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR THE BROADWAY AND PARK APARTMENTS LOCATED AT 4035 BROADWAY

WHEREAS, on July 7, 2015, the Planning Commission recommended approval of the Development Plan for the Broadway & Park Apartments with the following deviations and stipulations:

1. A deviation shall be permitted to allow siding to exceed 35% of the building elevations facing the interior of the lot, as shown on sheets A7 - A11; and
2. A landscape plan with details for all proposed plantings shall be submitted and approved by the City's Urban Forester prior to the approval of the site improvement plan.

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 the Broadway & Park Apartments, 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.

\_\_\_\_\_  
Ted A. Berry, 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: 07-15-15  
Introduced By: Ms. KMcGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: CR-45-15  
1st Reading: 07/20/15  
Public Notice:  
2nd Reading:  
Passed: \_\_\_\_\_ Rejected:  
Codified: \_\_\_\_\_ Code No:  
Passage Publication:

## RESOLUTION NO. CR-45-15

### A RESOLUTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS FOR THE ERECTION OF RESIDENTIAL STRUCTURES LOCATED AT 4035 BROADWAY IN THE HISTORICAL PRESERVATION AREA

---

WHEREAS, on July 07, 2015 the Planning Commission recommended approval of the Certificate of Appropriateness request for the erection of Buildings located at 4035 Broadway.

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 Certificate of Appropriateness for the erection of residential structures located at 4035 Broadway.

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

\_\_\_\_\_  
Ted A. Berry, 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: 07/15/15  
Introduced By: Ms. KMcGraw  
Committee: Lands  
Originated By: Clerk  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No. : CR-46-15  
1st Reading: 07/20/15  
Public Notice:  
2nd Reading:  
Passed: \_\_\_\_\_ Rejected:  
Codified: \_\_\_\_\_ Code No:  
Passage Publication:

## RESOLUTION NO. CR-46-15

**A RESOLUTION APPEALING THE DECISION OF THE BOARD OF ZONING APPEALS GRANTING A VARIANCE TO TABLE 1135.10-I - RESIDENTIAL DISTRICT REQUIREMENTS, TO WAIVE THE REQUIREMENT TO HAVE A MINIMUM 80' OF STREET FRONTAGE FOR 0000 ORDERS ROAD**

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WHEREAS, on June 22, 2015 the Board of Zoning Appeals granted variances for the minimum 80' of street frontage required for an R-1 lot located North of Orders Road and West of Keefer Road; and

WHEREAS, in accordance with 1133.07 of the Codified Ordinances of the City of Grove City, Ohio, any aggrieved person or any elected official of the City may appeal a decision of the Board of Zoning Appeals to Council; and

WHEREAS, an appeal has been filed with the Clerk of Council against said variance.

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

SECTION 1. This Council hereby reverses the decision of the Board of Zoning Appeals and the variance granted to Table 1135.10-I to waive the requirement to have a minimum 80' of Street Frontage for Parcel #040-004966, known as 0000 Orders Road is hereby repealed.

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

\_\_\_\_\_  
Ted. A. Berry, 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: 07/15/15  
Introduced By: Ms. KMcGraw  
Committee: Lands  
Originated By: Mayor Stage  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: CR-47-15  
1st Reading: 07/20/15  
Public Notice: / /  
2nd Reading: / /  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION CR-47-15

### A RESOLUTION TO RECOGNIZE JOHN ELMER HOUDASHELT AND NAME FIELD #11 AT WINDSOR PARK IN HIS HONOR

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WHEREAS, Coach John "Elmer" Houdashelt joined the South Western City Schools as a history teacher and as a football and baseball coach in 1958 and retired in 1984; and

WHEREAS, The Coach was instrumental in the Grove City High School baseball program, leading them to ten league titles during his 14 years, with an overall record of 249-84 which is one of the best in Ohio high school history; and

WHEREAS, Mr. Houdashelt is a leader on and off the field, fostering the careers of numerous students as Division I and Division II players with several playing professionally; and

WHEREAS, The Coach has been an outstanding educator, mentor and great American serving his teams and community with enthusiasm, integrity and dedication; and

WHEREAS, Mayor Richard L. "Ike" Stage and City Council wish to honor Coach John "Elmer" Houdashelt and his legacy by naming Field #11 at Windsor Park, which was the former Grove City High School home field, as the "Elmer Houdashelt Field."

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

SECTION 1. Windsor Park Field #11 is hereby named the "Elmer Houdashelt" Field in honor of Elmer for his enduring commitment to the Grove City High School baseball program.

SECTION 2. The City of Grove City acknowledges and thanks Elmer for his dedication and contributions to our community.

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

\_\_\_\_\_  
Ted A. Berry, President of Council

\_\_\_\_\_  
Richard L. Stage, Mayor

Passed:  
Effective:

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution