

# GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

August 03, 2015

6:30 Caucus

7:00 – Reg. Meet.

*Presentations: Park Street Student Report*

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FINANCE: Mr. Bennett

- Ordinance C-39-15 Appropriate \$176,779.00 from the General Fund for the Current Expense of the Gantz Road Improvement Project. Second reading and public hearing.
- 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. Second reading and public hearing.
- 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. Second reading and public hearing.
- 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. Second reading and public hearing.
- Ordinance C-48-15 Appropriate \$25,000.00 from the General Fund for the Current Expense of Demolition and Nuisance Abatement for the Property located at 3909 Curtis Ave. First reading.
- Ordinance C-49-15 Authorize an Assessment for a Portion of the Orders Road Trunk Sanitary Sewer in the amount of \$164,400.00. First reading.
- Ordinance C-50-15 Amend Ordinance C-02-03 to Increase the Annual Salary of the Mayor of the City. First reading.
- Ordinance C-51-15 Amend Section 121.01(a) of the Codified Ordinances titled Council Salary. First reading.
- Ordinance C-52-15 Appropriate \$100,000.00 from the General Fund for the Current Expense of the Construction of the Buckeye Ranch “Gates of Hope”. First reading.
- Resolution CR-48-15 Waive the provisions of Section 139.05 of the Codified Ordinances to Move the Cooling Tower for City Hall.
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LANDS: Ms. Klemack-McGraw

- Ordinance C-43-15 Approve the Plat of Meadow Grove Estates North, Section 3. Second reading and public hearing.
- Ordinance C-44-15 Approve a Special Use Permit for Outdoor Seating for London Place located on the southeast corner of the building. Second reading and public hearing.
- 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. Second reading and public hearing.
- Ordinance C-46-15 Approve a Special Use Permit for Outdoor Seating for London Place located on the southwest corner of the building. Second reading and public hearing.
- 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.
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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

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

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 "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: Finance  
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]



Date: 07/28/15  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mr. M. Boso  
Approved: Mr. C. Boso  
Emergency: 30 Days  
Current Expense: XX

No.: C-48-15  
1st Reading: 08/03/15  
Public Notice: 08/06/15  
2nd Reading: 08/17/15  
Passed:      Rejected:  
Codified:      Code No:  
Passage Publication:

## ORDINANCE C-48-15

### AN ORDINANCE TO APPROPRIATE \$25,000.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF DEMOLITION AND NUISANCE ABATEMENT FOR THE PROPERTY LOCATED AT 3909 CURTIS AVENUE

---

WHEREAS, the property located at 3909 Curtis Avenue is owned by the Estate of Bob Spriggs, who passed away; and

WHEREAS, since Mr. Spriggs' passing, the property has fallen into a state of disrepair; and

WHEREAS, on April 27, 2015 a Notice of Violations was posted, in a conspicuous place, on the property by the Chief Building & Zoning Official declaring that the property was "dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy"; and

WHEREAS, the Notice of Violations contained seven (7) separate violations and required that the Property demolished or brought into compliance by May 25, 2015; and

WHEREAS, Section 110.3 of the 2015 International Property Maintenance Code, adopted by reference in Ordinance C-69-14, provides that "if" the owner of a premises fails to comply with a demolition order within the time prescribed, the Code Official shall cause the structure to be demolished and removed at the property owner's expense"; and

WHEREAS, since the Property has not been demolished or brought into compliance and remains a danger to the health, safety and welfare of the neighbors and residents of Grove City, the City wishes to move forward with demolition of the Property pursuant to the provisions of the 2015 International Property Maintenance Code; and

WHEREAS, it is necessary to appropriate funds to be used for this demolition and nuisance abatement.

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

SECTION 1. There is hereby appropriated \$25,000.00 from the unappropriated monies of the General Fund into account #100120.541000 for the Current Expense of demolition and nuisance abatement of 3909 Curtis Avenue.

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:

Date: 07/28/15  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mayor Stage  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: C-49-15  
1st Reading: 08/03/15  
Public Notice: 08/06/15  
2nd Reading: 08/17/15  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-49-15

### AN ORDINANCE TO AUTHORIZE AN ASSESSMENT FOR A PORTION OF THE ORDERS ROAD TRUNK SANITARY SEWER IN THE AMOUNT OF \$164,400.00

---

WHEREAS, in 2014, the City began working on roadway improvements to Orders Road; and

WHEREAS, while the City was beginning the roadway improvements, new development projects necessitated extending the sanitary sewer trunk line along Orders Road ; and

WHEREAS, on July 20, 2015 City Council enacted Ordinance C-34-15 which appropriated \$690,000.00 for the sewer project; and

WHEREAS, the City has been negotiating cost sharing with the abutting landowners and obtaining the easements necessary for the project; and

WHEREAS, abutting property owners, Mr. and Mrs. Brown, have granted the City the necessary easements for the sewer project; and

WHEREAS, the Brown's have requested, in writing, that their portion of the cost sharing (as determined by the City) be assessed to their property; and

WHEREAS, the terms of the assessment have been reviewed by and approved by the City's Director of Finance.

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 assessment for a portion of the sewer project in the amount of \$164,400.00 upon the terms and conditions in Exhibit "A".

SECTION 2. The Director of Finance is hereby directed to file any necessary paperwork with the County to place this assessment on the tax duplicate.

SECTION 3. This Ordinance shall take effect and be in force from and after the earliest date permitted by law.

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

Passed:

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

Effective:

Attest:

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

C-49-15  
EXHIBIT A

**REQUEST FOR  
SEWER IMPROVEMENTS/ASSESSMENT**

To: City of Grove City  
County of Franklin, Ohio

Joseph D. and Marcia L. Brown (collectively referred to as "Owner") own the real property located at 3655 Orders Road, Grove City, Ohio 43123 ("Property").

In order to provide a mechanism by which the City of Grove City ("City") will be reimbursed for its costs associated with the sewer extension along Orders Road ("Project"), the undersigned, being owners of real property, by this writing filed with the City of Grove City, Ohio, request that the City provide for payment of the Project Costs and that such costs be assessed on the Owners.

WHEREAS, the cost estimates have been prepared for the Project and Owner has agreed to pay their portion of the cost by having the cost assessed to their Property;

NOW, THEREFORE, Owner does hereby state and agree as follows:

1. Owner requests that the City agrees to provide for the payment of the cost of the Project as described in Section 6 below.
2. The construction of the Project will benefit Owner.
3. Owner agrees that they be assessed for their portion of the full cost of the Project.
4. With full knowledge of our rights under Chapter 729 of the Ohio Revised Code, Owner hereby waives and relinquishes rights to notice and the publication of all resolutions and legal notices provided for in Chapter 729, without any reservation or retention of right to contest, on the basis of want of the same, any proceedings which may be undertaken in furtherance of the acquisition and construction of the Project, the assessment requested herein and the payment of costs relative thereto.
6. Owner acknowledges that they have examined the estimated Project costs and their proportionate share is equal to One Hundred and Thirty Seven Thousand Dollars (\$137,000) and they have no objection

thereto and accept and approve same. Owner understands that they will have the opportunity to pay the assessment over the period not to exceed Fifteen (15) years with interest at an annual rate of Two and One Half Percent (2.5%). The estimated amount of said interest shall be calculated and added to the final assessment. Owner understands that on completion of the Project the Owner shall have the payment options of said final assessment as indicated herein.

7. Owner agrees that an executed copy or copies, if executed in counterparts, of this shall be filed with the County Auditor and the Clerk of the City of Grove City.

IN WITNESS WHEREOF, we have subscribed our names below.



Joseph D. Brown



Marcia L. Brown

Date: 07/28/15  
Introduced By: Mr.  
Committee: Finance  
Originated By: Mr. Boso  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: C-50-15  
1st Reading: 08/03/15  
Public Notice: 08/06/15  
2nd Reading: 08/17/15  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-50-15

### AN ORDINANCE TO AMEND ORDINANCE C-02-03 TO INCREASE THE ANNUAL SALARY OF THE MAYOR OF THE CITY

---

WHEREAS, Section 3.04 of the Charter of the City of Grove City, Ohio provides that the Mayor shall receive an annual salary of \$2,400.00 per annum and also provides that the Council may, by ordinance, change this salary but no increase may become effective until the beginning of the next term of office after its adoption; and

WHEREAS, Ordinance C-40-77 did increase the annual salary of the Mayor to \$6,000.00 per annum; Ordinance C-4-83 amended Ord. C-40-77 and increased the annual salary of the Mayor on a graduated scale, ending at \$12,000.00; and

WHEREAS, Ordinance C-02-03 amended Ord. C-40-77 to increase the annual salary of the Mayor to \$20,000.00; and

WHEREAS, the Mayor has not had a salary increase since 2003; and

WHEREAS, for comparison, Social Security has increased 28.8% with cost of living adjustments from the period of 2004 to 2015.

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

SECTION 1. The Mayor of the City of Grove City, Ohio shall receive an annual salary of \$25,000.00 effective January 1, 2016; \$30,000 effective January 1, 2017; and \$40,000.00 effective January 1, 2018. Said annual salary shall be divided into twenty-six (26) equal amounts and paid to the Mayor in bi-weekly installments along with the regular payroll of all city employees.

SECTION 2. 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

Date: 7/28/15  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mr. Boso  
Approved: \_\_\_\_\_  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No.: C-51-15  
1st Reading: 08/03/15  
Public Notice: 08/06/15  
2nd Reading: 08/17/15  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE NO. C-51-15

### AN ORDINANCE TO AMEND SECTION 121.01(a) OF THE CODIFIED ORDINANCES TITLED COUNCIL SALARY

---

WHEREAS, Section 2.04 of the Charter provides that the Council may, by ordinance, provide a different rate of salary for council members; and

WHEREAS, Ordinance C-112-03 stated the annual salary of each member of Council shall be six thousand dollars (\$6,000.00) and the President shall receive six thousand five hundred dollars (\$6,500.00) payable in twelve monthly installments; and

WHEREAS, Council Members have not had a salary increase since 2003; and

WHEREAS, for comparison, Social Security has increased 28.8% with cost of living adjustments from the period of 2004 to 2015; and

WHEREAS, due to the increase in the duties and activities of the council members, it is necessary and proper to compensate them for the time so expended and for the responsibility of carrying out the duties of their office, however, according to Section 2.04 of the Charter of the City, no increase in salary may be paid to any member during the term which is being served. Therefore, any increase will not take place until 2016; and

WHEREAS, in 2013 PERS made changes requiring that Council Members be compensated a minimum of \$600.00 per month to receive full-time service credit.

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

SECTION 1. Section 121.01(a) of the Codified Ordinances of the City is hereby amended to read:

- (a) The annual salary of each member of Council, whether elected or appointed, shall be ~~six~~ **nine** thousand dollars (~~\$6~~**9**,000.00) effective 1/1/16, and eleven thousand dollars (\$11,000.00) effective 1/1/18; payable in twelve monthly installments.

SECTION 2. Section 121.01(b) of the Codified Ordinances of the City is hereby amended to read:

- (b) The annual salary for the President of Council shall be ~~six~~ **nine** thousand five hundred dollars (~~\$6~~**9**,500.00) effective 1/1/16, and eleven thousand five hundred dollars (\$11,500.00) effective 1/1/18; payable in twelve monthly installments.

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

Date: 07/28/15  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mr. Berry  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: XX

No.: C-52-15  
1st Reading: 08/03/15  
Public Notice: 08/06/15  
2nd Reading: 08/17/15  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-52-15

### AN ORDINANCE TO APPROPRIATE \$100,000.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF THE CONSTRUCTION OF THE BUCKEYE RANCH "GATES OF HOPE"

---

WHEREAS, the Buckeye Ranch is one of the largest private non-profit companies of its type in Ohio with headquarters in Grove City Ohio; employing 493 people; with \$195,188.00 in annual tax revenue staying in Grove City each year; and

WHEREAS, the Buckeye Ranch has become the "safety net" for 1,900 of Ohio's most vulnerable children since the 1960's and has become a leader in the field of behavioral health; and

WHEREAS, most of the buildings on the Grove City Campus were built in the 60's and 70's and are outdated; not meeting the needs of the children the facility serves today; and are in desperate need to be replaced; and

WHEREAS, the Buckeye Ranch will undergo a massive \$21 million dollar reconstruction campaign that will include an 87,000 square feet new intensive care center; new dormitories; new school building; cafeteria; kitchen; sensory rooms; a library; a computer lab and gymnasium. The facility currently serves 89 children at a time on its Grove City Campus with a planning increase of 100 after the new facility is completed; and

WHEREAS, a grand, new front entrance gate will be constructed symbolizing the safety and care the children will receive within and the promise and hope of a new life as they pass through the gates when they leave. A plaque with a message of hope will be placed on the gates to be read as each child passes back through them to start a new.

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

SECTION 1. This Council finds that the Buckeye Ranch has had a significant impact on Grove City and the thousands of children it has served since opening.

SECTION 2. There is hereby appropriated \$100,000.00 from the unappropriated monies of the General Fund into account #100120.551300 for the Current Expense of the construction of the Buckeye Ranch "Gates of Hope".

SECTION 3. 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:

Date: 07/28/15  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mr. Boso  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No. : C-48-15  
1st Reading: 08/03/15  
Public Notice: 08/06/15  
2nd Reading: 08/17/15  
Passed:      Rejected: \_\_\_\_\_  
Codified:      Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION CR-48-15

### A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 139.05 OF THE CODIFIED ORDINANCES TO MOVE THE COOLING TOWER FOR CITY HALL

---

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 July 20, 2015, City Council approved the Development Plan and granted a Certificate of Appropriateness for the Project; and

WHEREAS, as part of the Project, the City is required to move the cooling tower that currently serves City Hall; and

WHEREAS, due to the specialized nature of the services requested and the time frame of the Project, the City is preparing specifications to move the cooling tower and is seeking proposals based on those specifications.

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

SECTION 1. The provisions of Section 139.05 of the Codified Ordinances are hereby waived to move the cooling tower for City Hall as such a waiver in the best interests of the City.

SECTION 2. This 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: 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. KMcGraw  
Committee: Lands  
Originated By: Clerk  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

*Postponed  
xi 8/13*

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**

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

## 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 Deerfield Lands Inc., an Ohio corporation ("Deerfield"), whose address is P.O. Box 305, Grove City, Ohio 43123, 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 Deerfield may be referred to herein individually as a "Party" and collectively as the "Parties."

## BACKGROUND INFORMATION

A. Deerfield owns the real property identified as Parcel No. 040-004966 ("Property").

B. Deerfield, on behalf of a prospective buyer, wishes to develop the Property for a single family residence.

C. On June 22, 2015 Deerfield requested and was granted a variance from the City Board of Zoning Appeals to waive the frontage requirements on an R-1 lot.

D. As part of this approval, the Parties agreed to enter into a development agreement to address various issues raised by this 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 Deerfield 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 DEERFIELD OBLIGATIONS

1. Sanitary Sewer. Deerfield agrees to extend, at its sole cost, the 8" sanitary sewer line that is currently located at the eastern boundary of the Property. The sewer line shall be extended to the western edge of the Property as generally depicted in Exhibit A. Furthermore, Deerfield shall convey to the City, at no cost, a 30' sanitary sewer easement as shown on Exhibit A. The easement shall be prepared by the City Law Director.

2. Terminus of Keefer. Deerfield agrees to install, at its sole cost, a terminus of Keefer Lane as mutually agreed upon by the parties and as generally shown in Exhibit A.

3. Project Construction. All construction under this Agreement shall be done in accordance with all applicable laws, rules and regulations.

**ARTICLE II**  
**MISCELLANEOUS PROVISIONS**

1. 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 hereby waive the right to trial by jury and consent to the venue and jurisdiction of the Court of Common Pleas of Franklin County, Ohio.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. Headings. 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.

8. No Partnership. Nothing contained in this Agreement shall be construed to make Deerfield 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.

9. 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 Deerfield 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 Deerfield shall be liable personally under this Agreement.

10. 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 Deerfield 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.

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

**DEERFIELD LANDS INC.,**  
an Ohio corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**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

