

**GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA**

September 21, 2015

6:30 Caucus

7:00 – Reg. Meet.

Presentations: Oath of Office

FINANCE: Mr. Bennett

- Ordinance C-60-15 Authorize the City Administrator to enter into Agreements with Time Warner Communications for Data Connectivity for Fryer Park. Second reading and public hearing.
- Ordinance C-61-15 Authorize the City Administrator to enter into Agreements with Time Warner Communications for Data Connectivity at the Gardens at Gantz. Second reading and public hearing.
- Ordinance C-62-15 Accept the Donation of \$100,000.00 from Laura Harper and Appropriate Same for the Youth Services Department at the New Library. Second reading and public hearing.
- Ordinance C-63-15 Accept a Donation of \$1,250.00 from Wal-Mart and Appropriate Same for the Division of Police Crime Prevention Program. Second reading and public hearing.
- Ordinance C-64-15 Accept a Donation of \$1,000.00 from the Columbus/Grove City Elks Lodge 37 and Appropriate Same for the Division of Police DARE Program. Second reading and public hearing.
- Ordinance C-65-15 Appropriate \$21,677.91 from the Mayor's Court Computer Fund for the Current Expense of purchasing Computer Furniture. Second reading and public hearing.
- Ordinance C-66-15 Authorize the City Administrator to enter into an Agreement with Mirolo Charitable Foundation and Thank them for their Donation of \$100,000.00. Second reading and public hearing.
- Ordinance C-67-15 Authorize the City Administrator to enter into an Agreement with Mt. Carmel Health System and Thank them for their Donation of \$100,000.00. Second reading and public hearing.
- Ordinance C-68-15 Appropriate \$60,000.00 from the Pinnacle Tax Increment Financing Fund for the Current Expense of Constructing an Entry Feature and other related improvements. Second reading and public hearing.
- Ordinance C-71-15 Appropriate \$68,000.00 from the Rockford Tax Increment Equivalent Fund for the Current Expense of making Payments in accordance with the Infrastructure Agreement with Rockford Homes. First reading.
- Ordinance C-72-15 Appropriate \$5,000.00 from the SR665/I-71 Tax Increment Equivalent Fund for the Current Expense of making payments in accordance with the Compensation Agreement with Jackson Township. First reading.
- Ordinance C-73-15 Appropriate \$40,000.00 from the Convention Bureau Fund for Current Expenses. First reading.
- Ordinance C-74-15 Authorize the Purchase of Part of the properties located at 3448, 3454 and 3460 Park Street and Appropriate \$450,000.00 from the General Fund for said purchase and related expenses. First reading.
- Resolution CR-54-15 Waive the provisions of Section 139.05 of the Codified Ordinances for the Renovations to the Kingston Center.
-

LANDS: Ms. Klemack-McGraw

- Ordinance C-59-15 Rezone 97.81 acres located South and West of Marlane Drive from R-2, SD-3 & SD-4 to IND-1. Second reading and public hearing.
- Ordinance C-69-15 Authorizing the Annexation of 7.1 acres located on Orders Road from Jackson Township to the City of Grove City. Second reading and public hearing.
- Ordinance C-70-15 Vacate the Public Alley located between Park Street and Grove City Road. Second reading and public hearing.
- Ordinance C-75-15 Vacate a portion of a Sewer Easement behind 5965 Hoover Road. First reading.
- Ordinance C-76-15 Approve the Plat of Pinnacle Club Section 2, Phase 9. First reading.
- Ordinance C-77-15 Accept the Annexation of 16.45+ acres located at 3655 Orders Road to the City of Grove City. First reading.
- Resolution CR-55-15 Approve the Development Plan for Story Point located at 3655 Orders Rd.
- Resolution CR-56-15 Approve a Certificate of Appropriateness for the Construction of an O'Reilly Auto Parts located South of Southwest Blvd. and West of Broadway in the Historical Preservation Area.
- Resolution CR-57-15 Approve the Development Plan for O'Reilly Auto Parts located South of Southwest Blvd. and West of Broadway.
- Resolution CR-58-15 Approve the Development Plan for Canaan Land Church Expansion located at 2777 Gantz Road.
- Resolution CR-59-15 Approve the Development Plan for a Multi-Tenant Building located at 4145 Buckeye Parkway.

ON FILE: Minutes of: Sept. 8, 2015 - Council Meeting; Sept. 8, 2015 - Plan. Comm.

Date: 08/31/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Hurley
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-60-15
1st Reading: 09/08/15
Public Notice: 09/10/15
2nd Reading: 09/21/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-60-15

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO MULTI-YEAR AGREEMENTS WITH TIME WARNER COMMUNICATIONS FOR DATA CONNECTIVITY FOR FRYER PARK

WHEREAS, the City wishes expand its data connectivity with the City's data center to Fryer Park; and

WHEREAS, the City has obtained quotes off of the State bid term for these services from Time Warner Communications; and

WHEREAS, these agreements must be approved by Ordinance due to the agreements with Time Warner Communications exceed twelve (12) months.

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 multi-year agreements with the Time Warner Communications for data connectivity to Fryer Park and the City's data center as set forth in Exhibit A.

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



State of Ohio Services Quotation

The terms of this Quotation for Services are subject to the State Of Ohio Master Service Agreement and any conflicts will be resolved in favor of the Master Service Agreement.

| CUSTOMER INFORMATION | | | |
|---|------------------------------------|----------|---|
| Company Name (Exact legal name): City of Grove City | | | Type of Entity (Individual, corporation, partnership, limited liability co., etc.): Government/Educational Entity |
| Service Street Address: (see below) | City: | State: | Zip Code: |
| Billing Address: | City: | State: | Zip Code: |
| Customer Contact Name (Technical): Todd Hurley | Tel. No.: (614) 277-1725 | Fax No.: | Email Address: thurley@grovecityohio.gov |
| Customer Contact Name (Procurement Contact): | Tel. No.: | Fax No.: | Email Address: |
| Customer Contact Name (Billing Contact): | Tel. No.: | Fax No.: | Email Address: |

| Services | | | | | | | |
|---|-----------------|------------------|--|-----------------|------------------|--------------------|------------------|
| Customer hereby agrees to purchase from TIME WARNER CABLE, and TIME WARNER CABLE agrees to provide to Customer, the following services (the "Services") as listed below on this order form, per the terms and conditions set forth in the Master Service Agreement. | | | | | | | |
| Line Item | Product/Service | Bandwidth (mbps) | Installation Address City, State Zip | Monthly Fee | Installation Fee | Construction Costs | Contract Term |
| 1 | ELine Service | | From Grove City Senior Center 4330 Dudley Ave., Grove City, OH 43123 | | | | |
| 2 | ELine Service | 25Mbps | To 3899 Orders Rd, Grove City, OH 43123 | \$400.00 | \$0 | Waived | 60 Months |
| 3 | Totals | | | \$400.00 | \$0 | | 60 Months |

Note(s): Construction is required at 3899 Orders Rd. Any changes to this quote require finance approval.

- Placing State of Ohio orders. Services MUST be ordered through the State of Ohio ordering system. Please contact your Account Executive before ordering through the State of Ohio ordering system as they will be happy to walk you through the first entries as to ensure that the orders are entered correctly and will assist in the possibility that your orders will not be rejected from OIT. Should you enter the orders yourself, please enter the word "NEW" in the Circuit ID and Account Number field as these will only be generated after the circuit(s) have been installed.
- Additional order forms will be required and will be provided directly by your Account Executive (outside of the State of Ohio ordering system) and MUST be completed and returned to your Account Executive to complete your order (ie. Tax exempt certificates, permission to construct, etc.)
- Installation timeframe. Typical installation timeframe is 10-12 weeks from receipt of order.
- Services and Jurisdiction Certificate. Customer acknowledges and certifies that the total interstate traffic (including internet traffic) on the Service(s) constitutes ten percent (10%) or less of the total traffic on the Service and the prices and TWC calculations are based on this acknowledgement.
- Quotation for Services. Customer acknowledges that this quote is for ALL services, bandwidth, term and number of locations listed above. Should the any of these components be changed when customer places the order through the State of Ohio ordering system, this quotation automatically becomes null and void and a new quotation will be required.

Quote provided by:

Company: TIME WARNER ENTERTAINMENT CO

Address: 1015 Olentangy River Road, Columbus, OH 43212

Vendor ID: 000003902

By: Lynette Brandt, Major Account Executive, Government/Education

Phone: (614) 255-2785 email: lynette.brandt@twcable.com

Date: 8-31-15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Hurley
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No. : C-61-15
1st Reading: 09/08/15
Public Notice: 09/10/15
2nd Reading: 09/21/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-61-15

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AGREEMENTS WITH TIME WARNER COMMUNICATIONS FOR DATA CONNECTIVITY AT THE GARDENS AT GANTZ

WHEREAS, the City wishes expand its data connectivity with the City's data center to the Gardens at Gantz; and

WHEREAS, the City has obtained quotes off of the State bid term for these services from Time Warner Communications; and

WHEREAS, the agreements with Time Warner Communications exceed twelve (12) months and must be approved by Ordinance.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute multi-year agreements with the Time Warner Communications for data connectivity to the Gardens at Gantz and the City's data center as set forth in Exhibit A.

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



State of Ohio Services Quotation

The terms of this Quotation for Services are subject to the State Of Ohio Master Service Agreement and any conflicts will be resolved in favor of the Master Service Agreement.

| CUSTOMER INFORMATION | | | |
|---|------------------------------------|---|--|
| Company Name (Exact legal name): City of Grove City | | Type of Entity (Individual, corporation, partnership, limited liability co., etc.): Government/Educational Entity | |
| Service Street Address: (see below) | | City: | State: |
| Billing Address: | | City: | State: |
| Customer Contact Name (Technical): Todd Hurley | Tel. No.: (614) 277-1725 | Fax No.: | Email Address: thurley@grovecityohio.gov |
| Customer Contact Name (Procurement Contact): | Tel. No.: | Fax No.: | Email Address: |
| Customer Contact Name (Billing Contact): | Tel. No.: | Fax No.: | Email Address: |

| Services | | | | | | | |
|---|-----------------|------------------|--|-------------|------------------|--------------------|---------------|
| Customer hereby agrees to purchase from TIME WARNER CABLE, and TIME WARNER CABLE agrees to provide to Customer, the following services (the "Services") as listed below on this order form, per the terms and conditions set forth in the Master Service Agreement. | | | | | | | |
| Line Item | Product/Service | Bandwidth (mbps) | Installation Address City, State Zip | Monthly Fee | Installation Fee | Construction Costs | Contract Term |
| 1 | ELine Service | | From Grove City Senior Center 4330 Dudley Ave., Grove City, OH 43123 | | | | |
| 2 | ELine Service | 25Mbps | To 2255 Home Rd, Grove City, OH 43125 | \$400.00 | \$0 | Waived | 60 Months |
| 3 | Totals | | | \$400.00 | \$0 | | 60 Months |

Note(s): Construction is required at 2255 Home Rd. Any changes to this quote require finance approval.

- **Placing State of Ohio orders:** Services MUST be ordered through the State of Ohio ordering system. Please contact your Account Executive before ordering through the State of Ohio ordering system as they will be happy to walk you through the first entries as to ensure that the orders are entered correctly and will assist in the possibility that your orders will not be rejected from OIT. Should you enter the orders yourself, please enter the word "NEW" in the Circuit ID and Account Number field as these will only be generated after the circuit(s) have been installed.
- **Additional order forms:** will be required and will be provided directly by your Account Executive (outside of the State of Ohio ordering system) and MUST be completed and returned to your Account Executive to complete your order (ie. Tax exempt certificates, permission to construct, etc.)
- **Installation timeframe:** Typical installation timeframe is 10-12 weeks from receipt of order.
- **Services and Jurisdiction Certificate:** Customer acknowledges and certifies that the total interstate traffic (including internet traffic) on the Service(s) constitutes ten percent (10%) or less of the total traffic on the Service and the prices and TWC calculations are based on this acknowledgement.
- **Quotation for Services:** Customer acknowledges that this quote is for ALL services, bandwidth, term and number of locations listed above. Should the any of these components be changed when customer places the order through the State of Ohio ordering system, this quotation automatically becomes null and void and a new quotation will be required.

Quote provided by:

Company: TIME WARNER ENTERTAINMENT CO

Address: 1015 Olentangy River Road, Columbus, OH 43212

Vendor ID: 000003902

By: Lynette Brandt, Major Account Executive, Government/Education

Phone: (614) 255-2785 email: lynette.brandt@twcable.com

Date: 08-31-15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No. : C-62-15
1st Reading: 09/08/15
Public Notice: 09/10/15
2nd Reading: 09/21/15
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-62-15

AN ORDINANCE TO ACCEPT A DONATION OF \$100,000.00 FROM LAURA HARPER AND APPROPRIATE SAME FOR THE YOUTH SERVICES DEPARTMENT AT THE NEW LIBRARY

WHEREAS, longtime Southwest Public Library friend and supporter Laura Harper donated \$100,000.00 in 2013 to be used in the Youth Services Department of the new Grove City Library in memory of her Aunt, SPL's first librarian Irene Harper and her husband John Harper; and

WHEREAS, the generous donation, received through the SPL, will be used to add to and upgrade the original design of the Youth Services Department; and

WHEREAS, the donation will facilitate the design and completion of the area titled "Harper's Grove" in the Youth Services area of the new Grove City Library.

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

SECTION 1. The City accepts the generous donation of \$100,000.00 from Laura Harper, and appropriates it to account 305000.603133 to be used in the design and completion of the area titled "Harper's Grove" in the Youth Services area of the new Grove City Library.

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: 08-31-15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No. : C-63-15
1st Reading: 09/08/15
Public Notice: 09/10/15
2nd Reading: 09/21/15
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-63-15

AN ORDINANCE TO ACCEPT A DONATION OF \$1,250.00 FROM WALMART AND APPROPRIATE THE SAME FOR THE DIVISION OF POLICE CRIME PREVENTION PROGRAMS

WHEREAS the Walmart Corporation has a history of supporting worthy causes in Grove City; and

WHEREAS Walmart employees have graduated from the Grove City Citizens Police Academy; and

WHEREAS Walmart continues to participate in Grove City Citizens Police Academy Alumni Association; and

WHEREAS, the Walmart Corporation has a desire to support their employees and their community activities; and

WHEREAS, the Walmart Corporation has generously donated \$1,250.00 to support and advance the Grove City Division of Police Crime Prevention Programs.

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

SECTION 1. The City accepts the generous donation of \$1,250.00 from the Walmart Corporation and appropriates it to account number 100070.531900 to be used to further the division crime prevention goals.

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: 09/02/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: XX

No. : C-64-15
1st Reading: 09/08/15
Public Notice: 09/10/15
2nd Reading: 09/21/15
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-64-15

AN ORDINANCE TO ACCEPT A DONATION OF \$1,000.00 FROM THE COLUMBUS/GROVE CITY ELKS LODGE 37 AND APPROPRIATE SAME FOR THE DIVISION OF POLICE DARE PROGRAM

WHEREAS the Columbus/Grove City Elks Lodge 37 has a history of supporting worthy causes in Grove City; and

WHEREAS, the Grove City Division of Police provides Drug Awareness Recognition Education (DARE) to approximately 2,400 students annually; and

WHEREAS, the DARE program helps young people develop skills in decision making relative to drug & alcohol abuse and bullying; and

WHEREAS, the Columbus/Grove City Elks Lodge 37 has generously donated \$1,000.00 to support and advance the Grove City DARE program.

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

SECTION 1. The City accepts the generous donation of \$1,000.00 from the Columbus/Grove City Elks Lodge 37 and appropriates it to account number 100070.531900 to be used to further the goals of the DARE program.

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: 09/02/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No. : C-65-15
1st Reading: 09/08/15
Public Notice: 09/10/15
2nd Reading: 09/21/15
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-65-15

AN ORDINANCE TO APPROPRIATE \$21,677.91 FROM THE MAYOR'S COURT COMPUTER FUND FOR THE CURRENT EXPENSE OF PURCHASING COMPUTER FURNITURE

WHEREAS, all courts under Ohio law, including Mayor's Court, have the authority to charge fees to computerize the Court or Clerk of Court's Office; and

WHEREAS, Ohio law limits what these fees may be used for; and

WHEREAS, the Ohio Auditor of State has previously issued a determination, in Bulletin 97-019, that these fees may be used to purchase computer furniture; and

WHEREAS, the purchase of the computer furniture is part of a redesigning of the Mayor's Court Clerks space to improve internal processes and service to the public.

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

SECTION 1. There is hereby appropriated \$21,677.91 from the unappropriated monies of the Mayor's Court Computer Fund to account number 120000.575000 for current expense of purchasing new computer furniture.

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:

Tami K. Kelly, MMC, Clerk of Council

Attest:

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: 09/02/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mayor Stage
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-66-15
1st Reading: 09/08/15
Public Notice: 09/10/15
2nd Reading: 09/21/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-66-15

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE MIROLO CHARITABLE FOUNDATION AND THANK THEM FOR THEIR DONATION OF \$100,000.00 TO THE DREAM FIELD

WHEREAS, The Mirolo Charitable Foundation has graciously agreed to donate \$100,000.00 for the construction/development of a "dream baseball field" at Windsor Park; and

WHEREAS, in acknowledgement of the generous donation, the "dream field" will be named the "The Mirolo Dream Field."

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute the multi-year donation agreement with the Mirolo Charitable Foundation as set forth in Exhibit "A".

SECTION 2. Special thanks is hereby given to the Mirolo Charitable Foundation for its generous donation to the City of Grove City for the construction/development of the "The Mirolo Dream Field" at Windsor Park.

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-66-75
Exhibit "A"



THE MIROLO CHARITABLE FOUNDATION

GRANT AGREEMENT WITH GROVE CITY AND GROVE CITY LITTLE LEAGUE

This Grant Agreement ("Agreement") is made by and between (1) The Mirolo Charitable Foundation ("Mirolo Foundation" or the "Grantor"), (2) Grove City, Ohio ("Grove City"), and (3) Grove City Little League, a nonprofit organization that has a Section 501(c)(3) designation from the Internal Revenue Service ("Grantees") to provide a grant to fund the development of a Dream Field at the Windsor Park in Grove City, Ohio. The total grant from the Grantor is \$100,000 with the initial funding to be \$50,000 made within 2 weeks of the execution of this Agreement and its approval by Grove City Council. The second payment of \$25,000 will be made in 2016. For the years 2017 to 2019, Mirolo Foundation will distribute up to \$25,000 per year until the full grant has been made. The total grant or any portion thereof will be referred to as the "Grant." The Grant funds will be payable to Grove City. The conditions and limitations on this Grant are set forth in Sections II and III below.

I. PURPOSE and CRITERIA

The purpose of the grant is for the construction/development of a "dream baseball field" at Windsor Park, Grove City, Ohio. A "dream baseball field" is one that provides opportunities for children and adults with special needs to play baseball, regardless of their abilities. The field and its amenities are constructed to meet the unique needs of special-needs players and their families. It will have an all-weather rubberized surface and will be handicap accessible. There are no raised surfaces to interfere with crutches, walkers, or wheelchairs. The design of the dream baseball field has been completed and construction is underway.

Grove City has provided a portion of Windsor Park for the dream baseball field, has guaranteed the development/construction cost of the dream baseball field/its amenities, and has agreed to maintain the dream baseball field once it becomes operational. Grove City and Grove City Little League are solely responsible for raising the funds to develop/construct the dream baseball field. The total cost of the project is expected to be approximately \$1.1 million. Grove City Little League has committed to raise \$252,000, for the project, of which a substantial portion has already been raised.

II. GENERAL GRANT CONDITIONS

A. Binding Agreement:

The Grantees agree that the provision of this Agreement are binding upon it and that the acceptance of the Grant creates a legal duty on the part of the Grantees to use the Grant funds in accordance with the terms of this Agreement and to comply with all provisions and conditions of this Agreement and any subsequent amendments to this Agreement.

GRANT AGREEMENT with GROVE CITY and GROVE CITY LITTLE LEAGUE

“This program (dream baseball field project/Grant) was financially assisted by The Mirolo Charitable Foundation.”

B. All publicity releases, informational brochures, printed programs, films, audio and/or video recordings reports pertaining to the dream field will include the name selected by the Mirolo Foundation directors.

V. MODIFICATIONS AND GOVERNING LAW

Any modification of the terms including supplements or amendments to this Agreement must be in writing executed by the Mirolo Foundation and Grantees. Grantees shall submit written requests for amendments, and the Mirolo Foundation directors shall approve such requests in writing prior to the Grantees’ making significant revisions of the project/Grant, such as, but not limited to changes of project/Grant scope, purpose, activities, dates and times, or principal participants or changes in duration of the Grant period. This Agreement is governed by and construed under the laws of the State of Ohio without regard to its conflict-of-law provisions.

VI. LIABILITY

In making this Grant, the Mirolo Foundation does not assume any liability or responsibility for the actions of the Grantees in carrying out the purposes of the Grant.

VII. NONCOMPLIANCE AND TERMINATION

Failure of either of the Grantees to comply promptly with any and all provisions of this Agreement shall be sufficient cause for the Mirolo Foundation to terminate this Agreement. Such termination shall be effective on receipt by the Grantees of written notice from the Mirolo Foundation. In the event of termination, Grantees must still comply with the reporting, refund and reimbursement portions of this Agreement.

VIII. ACCEPTANCE

By execution hereof, along with the resolution of Grove City Council to this Agreement, Grantees signify their acceptance of the Grant in the amount of \$100,000 to be distributed under the terms and conditions stated in this Agreement, and they also authorize the undersigned to execute this Agreement on behalf of Grantees and to bind Grantees to the terms of this Agreement.



GRANT AGREEMENT with GROVE CITY and GROVE CITY LITTLE LEAGUE

WITNESS OUR SIGNATURES this _____ day of _____, 2015.

THE MIROLO CHARITABLE FOUNDATION

By: _____

Title: _____

GRANTEE, GROVE CITY

By: _____

Title: _____

Charles W. Boso, Jr, City Administrator

Approved as to form:

Stephen J. Smith, Law Director

GRANTEE, GROVE CITY LITTLE LEAGUE

By: _____

Title: _____

Date: 09-02-15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mayor Stage
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-67-15
1st Reading: 09/08/15
Public Notice: 09/10/15
2nd Reading: 09/21/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-67-15

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MOUNT CARMEL HEALTH SYSTEM AND THANK THEM FOR THE DONATION OF \$100,000.00 FOR THE DREAM FIELD

WHEREAS, Mount Carmel Health System has graciously agreed to donate \$100,000.00 for the construction/development of a "dream baseball field" at Windsor Park; and

WHEREAS, in acknowledgement of the generous donation, the stadium at the "dream field" will be named the "The Mount Carmel Stadium."

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute the multi-year donation agreement with Mount Carmel Health System as set forth in Exhibit "A".

SECTION 2. Special thanks is hereby given to Mount Carmel Health System for its generous donation to the City of Grove City for the construction/development of the "The Mount Carmel Stadium" at Windsor Park.

SECTION 3. This Ordinance shall take effect at 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

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law



The City of Grove City, Ohio

4035 Broadway, Grove City, Ohio 43123

614-277-3000

Richard L. "Ike" Stage, Mayor
Charles W. Boso, Jr., City Administrator

August 18, 2015

C-67-15
Exhibit "A"

Mount Carmel Health System
Attention: Jason Koma and Robyn Morton
5300 North Meadows Drive
Grove City, Ohio 43123

Dear Mr. Koma and Ms. Morton:

This letter memorializes our agreement concerning your generous pledge of \$100,000 to the City of Grove City ("City") for naming rights for the stadium for the City's Dream Field Program, as described below. Your pledge will help hundreds of special baseball players, of all abilities, who will now enjoy the thrill of participating in organized baseball.

Your Pledge is an irrevocable pledge that will be paid to City over a period of six years, with the Pledge to be paid in full by December 31, 2021. The City has already received the first installment in the amount of \$5,000. The remaining annual payments toward your full satisfaction of the Pledge will be \$15,833, with the next payment being made by March 31, 2016. You may accelerate the payment of any or all of your Pledge at any time in your discretion so long as the Pledge is fully paid by March 31, 2021. Payments shall be paid by you to City via check, electronic funds transfer, or other methods acceptable to you and City.

You acknowledge that, in reliance on your Pledge, the City will move forward with the construction of the "Dream Field" at Windsor Park. The Dream Field will contain a special rubberized surface for children of all abilities. Accordingly, you hereby acknowledge and agree that you have an irrevocable, legally binding agreement to pay City the Pledge, in accordance with the terms of this letter. You agree that the foregoing consideration and the naming rights recognition set forth below constitute full and adequate consideration for your Pledge.

In consideration of the fulfillment of your Pledge, to honor your generosity and leadership, subject to the terms of this letter, the Dream Field Stadium will, during its useful life, be named **The Mount Carmel Stadium**. Specifically, the Grove City Dream Field facilities will be known as the **"The Mirolo Dream Field at Mount Carmel Stadium."** All written materials about the stadium will include the full proper name shown herein. The Mount Carmel Stadium will include mutually agreed upon signage recognizing your generosity.

This letter represents our entire agreement concerning the matters covered by it and supersedes and replaces the prior agreement from November of 2014. This letter may be amended only in writing that is signed by City and by you. Ohio law will govern the terms of this letter. The terms of this agreement are subject to approval by City Council for the City of Grove City.

If this letter accurately reflects your understanding of our agreement, please sign and return a copy of this letter to the City.

Sincerely,

THE CITY OF GROVE CITY

Mayor Richard "Ike" Stage

Charles W. Boso, Jr., City Administrator

Approved as to form: _____
Stephen J. Smith, Law Director

ACKNOWLEDGED AND AGREED:

Jason Koma

Robyn Morton

Date: 9/02/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: X

No.: C-68-15
1st Reading: 09/08/15
Public Notice: 09/10/15
2nd Reading: 09/21/15
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-68-15

AN ORDINANCE TO APPROPRIATE \$60,000.00 FROM THE PINNACLE TAX INCREMENT FINANCING FUND FOR THE CURRENT EXPENSE OF CONSTRUCTING AN ENTRY FEATURE AND OTHER RELATED IMPROVEMENTS

WHEREAS, on June 1, 2015 Council passed Ordinance C-30-15 which approved an agreement with the Developer for public improvement cost sharing; and

WHEREAS, this agreement discussed the installation of an entry feature at the eastern terminus of Pinnacle Club Drive at State Route 104 that would be paid for out the of the funds from the Pinnacle TIF District; and

WHEREAS, the City and Developer have preliminarily designed an entry feature, attached hereto as Exhibit A, that is consistent with other features in the surrounding development; and

WHEREAS, as part of this project, the City is looking at options for extending the leisure path across State Route 104 to the proposed Scioto Grove Metro Park; and

WHEREAS, this appropriation will fund the design/construction of the entry feature and the engineering costs for exploring options to extended the leisure path.

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

SECTION 1. There is hereby appropriated \$60,000.00 from the unappropriated monies of the Pinnacle TIF Fund to account number 203000.578000 for current expense of designing, engineering and constructing the entry feature and leisure path extension.

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

Exhibit A
C-68-15



Date: 09/15/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No. : C-71-15
1st Reading: 09/21/15
Public Notice: 9/24/15
2nd Reading: 10/05/15
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-71-15

AN ORDINANCE TO APPROPRIATE \$68,000.00 FROM THE ROCKFORD TAX INCREMENT EQUIVALENT FUND FOR THE CURRENT EXPENSE OF MAKING PAYMENTS IN ACCORDANCE WITH THE INFRASTRUCTURE AGREEMENT WITH ROCKFORD HOMES

WHEREAS, the City has created the Rockford Homes Tax Increment Equivalent Fund for the deposit of service payments distributed to the City; and

WHEREAS, the Franklin County Auditor 2nd half settlement for the Rockford TIF has been received; and

WHEREAS, the Rockford Homes Infrastructure Agreement requires funds to be disbursed to the developer within 60 days of receipt.

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

SECTION 1. There is hereby appropriated \$68,000.00 from the unappropriated monies of the Rockford Tax Increment Equivalent Fund to account number 136000.559000 for the current expense of contractual obligations.

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

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

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: 09/15/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No.: C-72-15
1st Reading: 09/21/15
Public Notice: 9/24/15
2nd Reading: 10/05/15
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-72-15

AN ORDINANCE TO APPROPRIATE \$5,000.00 FROM THE SR665/I-71 TAX INCREMENT EQUIVALENT FUND FOR THE CURRENT EXPENSE OF MAKING PAYMENTS IN ACCORDANCE WITH THE COMPENSATION AGREEMENT WITH JACKSON TOWNSHIP

WHEREAS, the City has created the S.R.665/I-71 Tax Increment Equivalent Fund for the deposit of service payments distributed to the City; and

WHEREAS, the Franklin County Auditor 2nd half settlement for the SR665/I-71 TIF has been received; and

WHEREAS, the Jackson Township Compensation Agreement requires funds to be disbursed to the developer within 60 days of receipt.

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

SECTION 1. There is hereby appropriated \$5,000.00 from the unappropriated monies of the SR665/I-71 Tax Increment Equivalent Fund to account number 204000.559000 for the current expense of contractual obligations.

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

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

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: 09/15/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No. : C-73-15
1st Reading: 09/21/15
Public Notice: 09/24/15
2nd Reading: 10/05/15
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-73-15

AN ORDINANCE TO APPROPRIATE \$40,000.00 FROM THE CONVENTION BUREAU FUND FOR CURRENT EXPENSES

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

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

WHEREAS, collections of said funds have exceeded the budget estimates and appropriations need approved by Council for this purpose.

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

SECTION 1. There is hereby appropriated \$40,000.00 from the unappropriated monies of the Convention Bureau Fund into account #609000.559000 for the Current Expenses imposed by Chapter 192 of the Grove City Code.

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: 09/15/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Boso
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No. : C-74-15
1st Reading: 09/21/15
Public Notice: 09/24/15
2nd Reading: 10/05/15
Passed: Rejected: _____
Codified: Code No: _____
Passage Publication: _____

ORDINANCE C-74-15

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF PART OF THE
PROPERTIES LOCATED AT 3448, 3454 AND 3460 PARK STREET AND APPROPRIATE
\$450,000.00 FROM THE GENERAL FUND FOR SAID PURCHASE AND RELATED EXPENSES

WHEREAS, with the development of the new library and the Pizzuti project behind City Hall, the City has actively been engaged in discussions regarding parking in the Town Center; and

WHEREAS, the City has reached an agreement with the owner of three parcels located on Park Street to purchase part of the properties to expand parking while preserving the structures; and

WHEREAS, the City would purchase a total of 0.1191 acres that would be used to expand the existing public parking lot.

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

SECTION 1. Council hereby authorizes the purchase of part of the properties located at 3448, 3454 and 3460 Park Street as set forth in Exhibits "A" and "B".

SECTION 2. There is hereby appropriated \$450,000.00 from the unappropriated monies of the General Fund to account number 100120.571000 for the Current Expense of said purchase and related expenses.

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

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

C-74-15
Exhibit A

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into on the ____ day of _____, 2015 (the "Effective Date"), by and between **Berkley J. Roach Trust** ("Seller"), whose address is 3980 Broadway, Grove City, Ohio 43123, and **The City of Grove City, Ohio**, an Ohio municipal corporation ("Buyer"), whose address is 4035 Broadway, Grove City, Ohio 43123.

Background Information

A. Seller is the owner of a certain tract of real property located at 3448 Park Street, Grove City, Ohio 43123, and known as Franklin County Auditor's Tax Parcel No. 040-000109, containing approximately .1994 acres. ("Parent Parcel").

B. Buyer desires to purchase from Seller a portion of the Parent Parcel containing a total of 0.099 acres, which is legally described on Exhibit "A" and depicted on Exhibit "B" both of which are attached to this Agreement (the "Property").

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest in the Property, at the price and on the terms and conditions hereinafter set forth.

Statement of Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the foregoing Background Information and as follows:

1. Agreement.

On the terms and conditions set forth below, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the Property.

2. Amount of Purchase Price.

The purchase price for the Property shall be One Hundred and Fifty Thousand Dollars (\$150,000), payable to Seller at Closing, in immediately available funds or by cashier's check, adjusted by all prorations, credits, allowances and other adjustments specifically provided for herein.

3. Contingent Agreement.

(a) Contingencies. This Agreement shall be completely contingent upon Buyer's satisfaction or waiver of the contingencies set forth herein (the "Contingencies"), within thirty (30) days after the Effective Date (the "Contingency Period"). If Buyer has not satisfied the Contingencies within said thirty (30) day period, despite Buyer's having used good faith efforts to

satisfy same, then Buyer shall have the right to extend the Contingency Period for an additional thirty (30) days upon delivery to Seller of notice of such extension at any time prior to the expiration of the original thirty (30) day Contingency Period. The date upon which all Contingencies are either satisfied or waived shall be referred to as the "Contingency Date". The Contingencies are as follows:

- (i) Buyer shall determine that the Property (or a substantial portion thereof) is not located within a flood plain and that the Property shall have drainage conditions acceptable to Buyer;
- (ii) Buyer shall obtain, or satisfy itself that it can obtain, any and all easements benefiting the Property, or the cancellation of any and all easements encumbering the Property, which may be necessary or desirable for Buyer's proposed use and development of the Property;
- (iii) Buyer shall receive a report, prepared by a certified environmental engineer selected by Buyer, indicating that the Property is free of all hazardous wastes, substances and materials which may require remediation or which may result in penalties under applicable laws, rules or regulations;
- (iv) Buyer shall have received approval from Buyer's City Council for the transaction contemplated hereby; and
- (v) Buyer and Seller shall have received the necessary approval of the lot split contemplated in Section 5 hereof.

(b) Notice of Satisfaction or Waiver. The Contingencies above shall be deemed to have been satisfied or waived, unless on or before the expiration of the Contingency Period (as the same may be extended as provided herein), Buyer gives to Seller notice of Buyer's failure to satisfy the Contingencies. Upon delivery of such notice, this Agreement shall terminate, in which case both parties shall be fully released from all further liability and obligations hereunder, and the Deposit shall be immediately returned to Buyer.

4. Seller's Cooperation.

(a) Seller's Deliverables. Seller shall, within five (5) days after the Effective Date, submit to Buyer the following information and/or materials for use by Buyer in preparation for the purchase of the Property, if available and in Seller's possession:

- (i) A copy of prior surveys, environmental assessments, title policies, structural and engineering reports, construction drawings and similar types of records concerning the Property; and
- (ii) All agreements relating to the Property, including any leases, executory contracts, purchase options or rights of first refusal or tax abatement or similar arrangements.

Seller hereby agrees to cooperate with Buyer in all respects during the term of this Agreement, including Seller's joining in the execution of any and all reasonable applications, instruments, licenses and documents contemplated pursuant hereto. All materials provided to Buyer pursuant to this Section shall be deemed conditional. If this transaction is not closed in accordance with the terms hereof, such materials shall be returned to Seller upon demand.

5. Title.

(a) Title Commitment. Within ten (10) days after the Effective Date, Buyer shall obtain an American Land Title Association (ALTA) Commitment for Title Insurance (the "Title Commitment") issued by Valmer Title (the "Title Insurance Company"), pursuant to which the Title Insurance Company shall commit to issue an ALTA Owner's Title Insurance Policy (Form 6/17/06), certified to at least the Effective Date of this Agreement, in the full amount of the purchase price, showing in Seller good and marketable title to the Property, free and clear of the standard printed exceptions contained in Schedule B of said commitment and final policy, and free and clear of all liens, charges, encumbrances and clouds of title, whatsoever, except the following:

- (i) Those created or assumed by Buyer;
- (ii) Zoning ordinances, legal highways and public rights-of-way which do not interfere with Buyer's intended use of the Property;
- (iii) Real estate taxes which are a lien on the Property but which are not yet due and payable; and
- (iv) Easements and restrictions of record acceptable to Buyer which do not interfere with the Buyer's intended use of the Property.

The Title Commitment shall fully and completely disclose all easements, negative or affirmative, rights-of-way, ingress or egress or any other appurtenances to the Property, and shall provide insurance coverage in respect to all of such appurtenant rights. The Title Commitment shall include the results of a special tax search and examination for any financing statements filed of record which may affect the Property.

(b) Endorsement at Closing. At the Closing, Buyer shall obtain, at its sole cost and expense, endorsements to the Title Commitment updating it to the respective date and showing no change in the state of the title to the Property. After Closing, a final owner's title insurance policy shall be issued in the amount of the purchase price. The entire cost of all commitments and final title insurance policies provided in accordance with this Agreement, and all costs of title examinations made for such purposes, shall be paid for in accordance with the terms of Section 9.

(c) Survey and Lot Split. Buyer shall, at its sole cost and expense, obtain a current survey and legal description of the Property, prepared by a surveyor registered in the State of Ohio selected by Buyer (the "Survey"), sufficient to obtain all necessary approvals for the purpose of splitting the

Property from the Parent Parcel. Subject to the approval of the Title Insurance Company, the legal description set forth on the Survey shall be used in the Title Commitment and policy and in all documents of transfer contemplated hereby. Seller shall reasonably cooperate with Buyer to obtain all necessary governmental approvals to the legal description and the survey of the Property on or before the end of the Contingency Period to enable the parties to split the Property from the Parent Parcel.

(d) Defects. In the event that an examination of either the Title Commitment (including any endorsements) or the Survey furnished hereunder discloses any matter adversely affecting title to the Property, or if title to the Property is not marketable, or if the Property is subject to liens, encumbrances, easements, conditions, restrictions, reservations or other matters not specifically excepted by the terms of this Agreement, or in the event of any encroachment or other defect shown by the Survey (the foregoing collectively referred to as "Defects"), Buyer shall, within ten (10) days after Buyer's receipt of the Survey and the Title Commitment, notify Seller thereof and Seller shall have a reasonable time, not to exceed thirty (30) days after written notice thereof, within which to cure or remove any such Defects. If Seller is unable to cure or remove the Defects within said thirty (30) day period, Seller shall immediately give notice of Seller's inability to Buyer and thereafter, Buyer shall have ten (10) days after receipt of such notice within which to make its election either (a) to accept title to the Property subject to such Defects; or (b) to withdraw from this transaction and terminate this Agreement, in which event both parties shall be released from liability hereunder.

6. General Warranty Deed and Other Documents.

Seller shall, at the Closing, convey fee simple title to the Property to Buyer by a duly and validly executed, recordable general warranty deed, free and clear of all liens and encumbrances, except those permitted pursuant to the provisions of Section 5 hereof. Buyer and Seller agree that such other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party at Closing. Such documents shall include, but not be limited to a closing statement, Seller's affidavit regarding liens, unrecorded matters and possession, any documents reasonably requested by the Title Insurance Company, and, if requested, Seller's affidavit regarding the warranties and representations set forth in Section 10 hereof.

7. Possession.

Seller shall be entitled to remain in possession of the Property for Thirty (30) days after the Closing Date (the "Salvage Period"). During the Salvage Period, Seller shall have the right to alter, remove, destroy, salvage or change any improvement or portion of the property provided that any alteration, removal or change does not diminish the structural integrity of the property and/or leave the property in an unsafe and/or unsecured condition.

Seller shall indemnify and hold Buyer harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) incurred by Buyer by reason of any injury or damage to any person or property whatsoever, occurring in, on or about the Property during the Salvage Period.

8. Closing Date.

Buyer and Seller agree that the closing shall be handled by Valmer Title located in Grove City, Ohio. The purchase and sale of the Property shall be closed (the "Closing") at a date to be chosen by Seller between December 15, 2015 and January 15, 2016 (the "Closing Date"), which Closing Date may be extended by mutual agreement of the parties. The Closing shall be at such time and place as Buyer and Seller may mutually agree upon.

9. Adjustments at Closing.

On the Closing Date, Buyer and Seller shall apportion, adjust, prorate and pay the following items in the manner hereinafter set forth:

(a) Real Estate Taxes and Assessments. Seller shall pay or credit against the purchase price all delinquent real estate taxes, together with penalties and interest thereon, all assessments which are a lien against the Property as of the Closing Date (both current and reassessed, whether due or to become due and not yet payable), all real estate taxes for years prior to closing, real estate taxes for the year of Closing, prorated through the Closing Date, and all agricultural use tax recoupments for years through the year of Closing. The proration of undetermined taxes shall be based upon a three hundred sixty-five (365) day year and upon the purchase price. It is the intention of the parties in making this tax proration to give Buyer a credit as close in amount as possible to the amount which Buyer will be required to remit to the County Treasurer for the period of time preceding the Closing Date hereof. Upon making the proration provided for herein, Seller and Buyer agree that the amount so computed shall be subject to later adjustment should the amount credited at Closing be incorrect based upon actual tax bills received by Buyer after Closing. Seller warrants and represents that all assessments now a lien are shown on the County Treasurer's records and that to the best of Seller's knowledge, no improvement, site or area, has been installed by any public authority, the cost of which is to be assessed against the Property in the future. Seller further warrants and represents that neither Seller nor any of its agents, employees or representatives have received notice, oral or written, or have knowledge of any proposed improvement, any part of the cost of which would or might be assessed against the Property. The covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder;

(b) Seller's Expenses. Seller shall, at the Closing (unless previously paid), pay by credit against the purchase price the following:

- (i) The cost of any transfer or conveyance fee required to be paid in connection with the recording of the General Warranty Deed from Seller to Buyer; and
- (ii) One-half (1/2) the fee, if any, charged by the title insurance company for closing the transaction contemplated herein.

(c) Buyer's Expenses. Buyer shall, at the Closing (unless previously paid), pay the following:

- (i) The cost of furnishing the title commitment and policy referred to in Section 5 hereof;
- (ii) The recording fees required for recording the General Warranty Deed;
- (iii) The cost of furnishing the Survey; and
- (iv) One-half (1/2) the fee, if any, charged by the title insurance company for closing the transaction contemplated herein.

(d) Brokers. Buyer acknowledged that Seller is a license real estate broker, but Buyer and Seller hereby warrant and represent to each other that neither has engaged or dealt with any broker or agent, for a fee, in regard to this Agreement. Thus, no real estate broker fee shall be paid under this Agreement. Seller hereby agrees to indemnify Buyer and hold Buyer harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, attorneys' fees and costs of litigation) which Buyer shall ever incur or be threatened with because of any claim of any broker or agent claiming through Seller, whether or not meritorious, for any such fee or commission.

10. Warranties and Representation.

(a) Seller's Warranties and Representations. In addition to any other representation or warranty contained in this Agreement, Seller hereby represents and warrants as follows:

- (i) Seller has not received any notice or notices, either orally or in writing, from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental or building violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been corrected;
- (ii) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against, the Property, under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound;
- (iii) Seller has not received any notice, either orally or in writing, of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, which would prevent, limit or in any manner interfere with the proposed use of the Property;

- (iv) No other person or entity other than Seller currently owns or has any legal or equitable interest in the Property and no other person or entity other than Buyer has or will have any right to acquire the Property, or any portion thereof;
- (v) Through and until the Closing Date, Seller shall not enter into any easement, lease or other contract pertaining to the Property;
- (vi) Seller has not disposed of or stored any Hazardous Substances on the Property or any portion thereof in violation of any Environmental Laws, as hereinafter defined, and the Parent Parcel does not now contain any Hazardous Substance or any underground storage tanks. The term "Hazardous Substance" shall mean asbestos, petroleum products and by-products, any other hazardous or toxic building material, and any hazardous, toxic, or dangerous waste, substance or material defined as such in or for the purpose of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601, et seq., any so-called "Super-fund" or "Super-Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards or conduct concerning, any hazardous, toxic, or dangerous waste, substance or material or underground storage tanks, now in effect (collectively the "Environmental Laws"). Seller hereby agrees to indemnify Buyer and hold Buyer harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever, paid, incurred or suffered by, or asserted against Buyer for, with respect to, or as a direct or indirect result of the breach of Seller's warranties in this Section 10;
- (vii) Seller shall not, without the prior written consent of Buyer, alter the natural topography and vegetation currently existing on, in or about the Property, including, but not limited to the cutting, burning or removal of any trees, removing any minerals or topsoil, dumping of any soil, fill or other matter, or altering the natural flow of any water courses located on the Property; and
- (viii) Seller is not a "Foreign Person" as that term is defined in the Foreign Investment in Property Tax Act.

The warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder. All representations and warranties set forth in this Section 10 shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by Buyer, Seller shall so certify, in writing, in form reasonably requested by Buyer. Seller hereby agrees to indemnify and hold Buyer harmless from and against any and all claims, demands, liabilities, costs and expenses of every nature and kind (including attorneys' fees) which Buyer may sustain at any time (i) as a result of, arising out of or in any way connected with the operation,

ownership, custody or control of the Property prior to the Closing Date; or (ii) by reason of the untruth, breach, misrepresentation or nonfulfillment of any of the covenants, representations, warranties or agreements made by Seller in this Agreement or in any documents or agreements delivered in connection with this Agreement or with the closing of the transaction contemplated hereby.

(b) Breach of Warranties Prior to Closing. If, during the pendency of this Agreement, Buyer determines that any warranty or representation given by Seller to Buyer under this Agreement shall be untrue, incorrect or misleading, in whole or in part, the same shall constitute a default by Seller hereunder. In such event, Buyer may give written notice thereof and shall thereafter have the right to terminate this Agreement.

11. Notice Procedure.

Any notices required hereunder shall be in writing, shall be transmitted by certified mail, postage prepaid, return receipt requested, hand delivery, or by nationally recognized overnight courier, and shall be deemed given when received or when receipt is refused, and shall be addressed to the parties as set forth on the first page of this Agreement. Copies of notices to Buyer shall be simultaneously provided to: Stephen Smith, Esq., Frost Brown Todd LLC, 10 West Broad Street, Suite 2300, Columbus, Ohio 43215.

12. 1031 Exchange.

In the event that either party shall be using the transaction contemplated hereby as part of an exchange of like kind property pursuant to Section 1031 of the Internal Revenue Code, the other party shall cooperate in connection therewith by executing and delivering such documents and instruments as may be reasonably required in order to accomplish any such like kind exchange, provided that, the party so cooperating shall not be required to bear any costs or expenses or take on any liability in connection therewith and the party effecting such exchange shall pay the costs and expenses, including legal fees and costs, of the cooperating party incurred in connection with such cooperation same not to exceed \$500.00 in any event.

13. Miscellaneous.

(a) 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 jurisdiction of the courts in the State of Ohio.

(b) Entire Agreement. This Agreement constitutes the entire contract between the parties hereto, 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.

(c) Time of Essence. Time is of the essence of this Agreement in all respects.

(d) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

(e) 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 remainder of this Agreement.

(f) Waiver. No waiver of any of the provisions of this Agreement shall be deemed, nor shall the same constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the party making the waiver.

(g) 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.

(h) Confidentiality. Buyer and Seller covenant to not disclose any part of this Agreement to anyone other than their attorneys, brokers, consultants, accountants, employees, lenders or others who have a reasonable need to know of its content.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the day and year first aforesaid.

SELLER:

Berkley J. Roach Trust

By: _____

BUYER:

The 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, City of Grove City

CERTIFICATION OF FUNDS

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

Michael Turner, Director of Finance

Date

EXHIBIT "A"
DESCRIPTION

DESCRIPTION OF 0.099 ACRE
West of Broadway (U.S. Route 62 and State Route 3)
North of Grove City Road

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Survey Number 1388 of the Virginia Military District, being a part of Lot 7 as shown on the subdivision plat entitled "Grants Subdivision" of record in Plat Book 10, Pages 158-159 conveyed to Berkley J. Roach, Trustee of The Trust of Berkley J. Roach by deed of record in Instrument Number 200905210072784, and described as follows:

BEGINNING, FOR REFERENCE, at a 3/4 inch iron pipe found marking the southeasterly corner of said Lot 7, the southwesterly corner of Lot 6 as shown on said "Grants Subdivision" conveyed to City of Grove City by deed of record in Deed Book 3494, Page 233, and on the northerly right-of-way line of Park Street (66 foot right-of-way width);

thence North 34° 13' 19" East, with the line common to said Lots 6 and 7, a distance of 98.01 feet, to an iron pin set at the **TRUE POINT OF BEGINNING**;

thence North 55° 46' 41" West, across said Lot 7, a distance of 45.19 feet, to an iron pin set in the westerly line thereof and the easterly line of Lot 8 as shown on said "Grants Subdivision" conveyed to Berkley J. Roach, Trustee of The Berkley J. Roach Revocable Trust, dated June 10, 1993;

thence North 34° 13' 19" East, with the line common to said Lots 7 and 8, a distance of 95.41 feet, to an iron pin set at a common corner thereof and on the southerly line of Reserve "A" as shown on said "Grants Subdivision" conveyed to City of Grove City by deed of record in Deed Book 1120, Page 496;

thence South 55° 46' 41" East, with the northerly line of said Lot 7 and said southerly line, a distance of 45.19 feet, to an iron pin set at the northeasterly corner of said Lot 7 and the northwesterly corner of said Lot 6;

thence South 34° 13' 19" West, with the line common to said Lots 6 and 7, a distance of 95.41 feet, to the **TRUE POINT OF BEGINNING**, containing 0.099 acre, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

All references are to the records of the Recorder's Office, Franklin County, Ohio.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the northerly right-of-way line of Park Street, having a bearing of South 55° 46' 41" East, is designated the "basis of bearing" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Edward J. Miller, Registered Surveyor Number 8250 in May 2002, June 2010, October 2013, and September 2014.



HAMBLETON & TILTON, INC.

7/21/15

Date

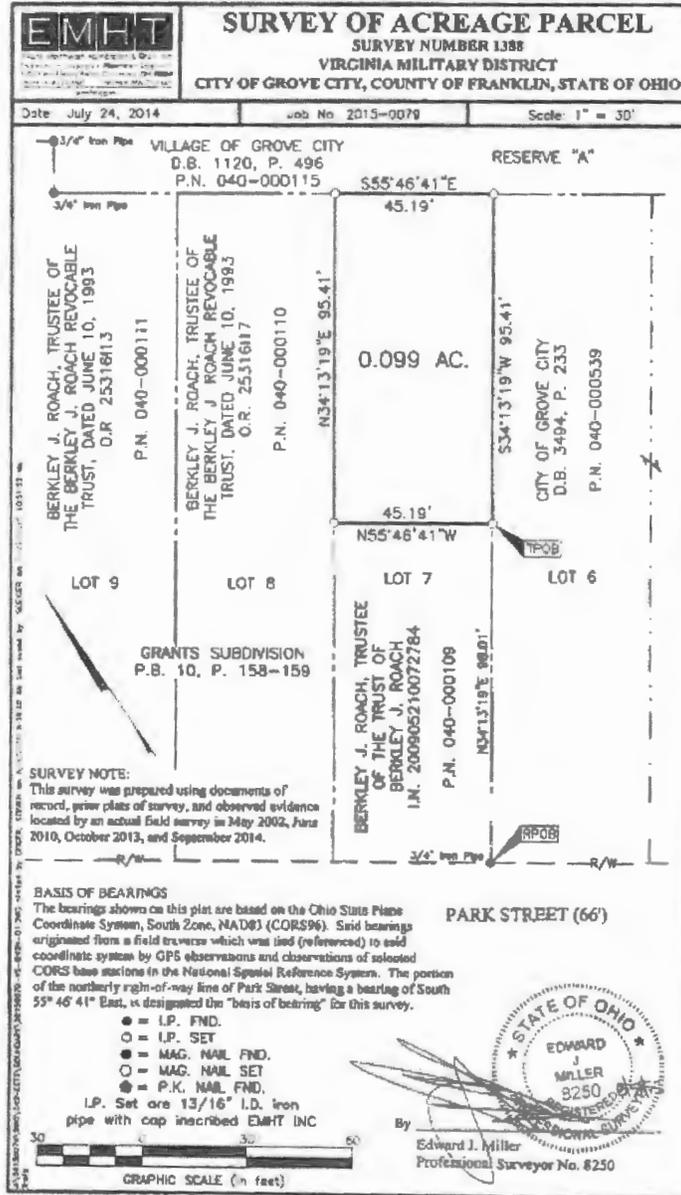
M-88
split
95.41 to Eastline
95.41 to Westline

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0_099 ac 20150019-VS-BNDY-01.doc

off of
Northline
out of
(0+0)
109



EXHIBIT "B"
DEPICTION



C-74-15
Exhibit B

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into on the ____ day of _____, 2015 (the "Effective Date"), by and between **Berkley J. Roach Trust** ("Seller"), whose address is 3980 Broadway, Grove City, Ohio 43123, and **The City of Grove City, Ohio**, an Ohio municipal corporation ("Buyer"), whose address is 4035 Broadway, Grove City, Ohio 43123.

Background Information

A. Seller is the owner of a certain tracts of real property located at 3454 and 3460 Park Street, Grove City, Ohio 43123, and known as Franklin County Auditor's Tax Parcel Nos. 040-000110 and 040-000111, collectively containing approximately .4070 acres. (Collectively 3454 and 3460 Park Street together with all improvements, appurtenances and hereditaments thereto, shall be referred to as the "Parent Parcel").

B. Buyer desires to purchase from Seller a portion of the Parent Parcel containing a total of 0.201 acres, which is legally described on Exhibit "A" and depicted on Exhibit "B" both of which are attached to this Agreement (the "Property").

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest in the Property, at the price and on the terms and conditions hereinafter set forth.

Statement of Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the foregoing Background Information and as follows:

1. Agreement.

On the terms and conditions set forth below, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the Property.

2. Amount of Purchase Price.

The purchase price for the Property shall be Three Hundred Thousand Dollars (\$300,000), payable to Seller at Closing, in immediately available funds or by cashier's check, adjusted by all prorations, credits, allowances and other adjustments specifically provided for herein.

3. Contingent Agreement.

(a) Contingencies. This Agreement shall be completely contingent upon Buyer's satisfaction or waiver of the contingencies set forth herein (the "Contingencies"), within thirty (30)

days after the Effective Date (the "Contingency Period"). If Buyer has not satisfied the Contingencies within said thirty (30) day period, despite Buyer's having used good faith efforts to satisfy same, then Buyer shall have the right to extend the Contingency Period for an additional thirty (30) days upon delivery to Seller of notice of such extension at any time prior to the expiration of the original thirty (30) day Contingency Period. The date upon which all Contingencies are either satisfied or waived shall be referred to as the "Contingency Date". The Contingencies are as follows:

- (i) Buyer shall determine that the Property (or a substantial portion thereof) is not located within a flood plain and that the Property shall have drainage conditions acceptable to Buyer;
- (ii) Buyer shall obtain, or satisfy itself that it can obtain, any and all easements benefiting the Property, or the cancellation of any and all easements encumbering the Property, which may be necessary or desirable for Buyer's proposed use and development of the Property;
- (iii) Buyer shall receive a report, prepared by a certified environmental engineer selected by Buyer, indicating that the Property is free of all hazardous wastes, substances and materials which may require remediation or which may result in penalties under applicable laws, rules or regulations;
- (iv) Buyer shall have received approval from Buyer's City Council for the transaction contemplated hereby; and
- (v) Buyer and Seller shall have received the necessary approval of the lot split contemplated in Section 5 hereof.

(b) Notice of Satisfaction or Waiver. The Contingencies above shall be deemed to have been satisfied or waived, unless on or before the expiration of the Contingency Period (as the same may be extended as provided herein), Buyer gives to Seller notice of Buyer's failure to satisfy the Contingencies. Upon delivery of such notice, this Agreement shall terminate, in which case both parties shall be fully released from all further liability and obligations hereunder, and the Deposit shall be immediately returned to Buyer.

4. Seller's Cooperation.

(a) Seller's Deliverables. Seller shall, within five (5) days after the Effective Date, submit to Buyer the following information and/or materials for use by Buyer in preparation for the purchase of the Property, if available and in Seller's possession:

- (i) A copy of prior surveys, environmental assessments, title policies, structural and engineering reports, construction drawings and similar types of records concerning the Property; and

- (ii) All agreements relating to the Property, including any leases, executory contracts, purchase options or rights of first refusal or tax abatement or similar arrangements.

Seller hereby agrees to cooperate with Buyer in all respects during the term of this Agreement, including Seller's joining in the execution of any and all reasonable applications, instruments, licenses and documents contemplated pursuant hereto. All materials provided to Buyer pursuant to this Section shall be deemed conditional. If this transaction is not closed in accordance with the terms hereof, such materials shall be returned to Seller upon demand.

5. Title.

(a) Title Commitment. Within ten (10) days after the Effective Date, Buyer shall obtain an American Land Title Association (ALTA) Commitment for Title Insurance (the "Title Commitment") issued by Valmer Title (the "Title Insurance Company"), pursuant to which the Title Insurance Company shall commit to issue an ALTA Owner's Title Insurance Policy (Form 6/17/06), certified to at least the Effective Date of this Agreement, in the full amount of the purchase price, showing in Seller good and marketable title to the Property, free and clear of the standard printed exceptions contained in Schedule B of said commitment and final policy, and free and clear of all liens, charges, encumbrances and clouds of title, whatsoever, except the following:

- (i) Those created or assumed by Buyer;
- (ii) Zoning ordinances, legal highways and public rights-of-way which do not interfere with Buyer's intended use of the Property;
- (iii) Real estate taxes which are a lien on the Property but which are not yet due and payable; and
- (iv) Easements and restrictions of record acceptable to Buyer which do not interfere with the Buyer's intended use of the Property.

The Title Commitment shall fully and completely disclose all easements, negative or affirmative, rights-of-way, ingress or egress or any other appurtenances to the Property, and shall provide insurance coverage in respect to all of such appurtenant rights. The Title Commitment shall include the results of a special tax search and examination for any financing statements filed of record which may affect the Property.

(b) Endorsement at Closing. At the Closing, Buyer shall obtain, at its sole cost and expense, endorsements to the Title Commitment updating it to the respective date and showing no change in the state of the title to the Property. After Closing, a final owner's title insurance policy shall be issued in the amount of the purchase price. The entire cost of all commitments and final title insurance policies provided in accordance with this Agreement, and all costs of title examinations made for such purposes, shall be paid for in accordance with the terms of Section 9.

(c) Survey and Lot Split. Buyer shall, at its sole cost and expense, obtain a current survey and legal description of the Property, prepared by a surveyor registered in the State of Ohio selected by Buyer (the "Survey"), sufficient to obtain all necessary approvals for the purpose of splitting the Property from the Parent Parcel. Subject to the approval of the Title Insurance Company, the legal description set forth on the Survey shall be used in the Title Commitment and policy and in all documents of transfer contemplated hereby. Seller shall reasonably cooperate with Buyer to obtain all necessary governmental approvals to the legal description and the survey of the Property on or before the end of the Contingency Period to enable the parties to split the Property from the Parent Parcel.

(d) Defects. In the event that an examination of either the Title Commitment (including any endorsements) or the Survey furnished hereunder discloses any matter adversely affecting title to the Property, or if title to the Property is not marketable, or if the Property is subject to liens, encumbrances, easements, conditions, restrictions, reservations or other matters not specifically excepted by the terms of this Agreement, or in the event of any encroachment or other defect shown by the Survey (the foregoing collectively referred to as "Defects"), Buyer shall, within ten (10) days after Buyer's receipt of the Survey and the Title Commitment, notify Seller thereof and Seller shall have a reasonable time, not to exceed thirty (30) days after written notice thereof, within which to cure or remove any such Defects. If Seller is unable to cure or remove the Defects within said thirty (30) day period, Seller shall immediately give notice of Seller's inability to Buyer and thereafter, Buyer shall have ten (10) days after receipt of such notice within which to make its election either (a) to accept title to the Property subject to such Defects; or (b) to withdraw from this transaction and terminate this Agreement, in which event both parties shall be released from liability hereunder.

6. General Warranty Deed and Other Documents.

Seller shall, at the Closing, convey fee simple title to the Property to Buyer by a duly and validly executed, recordable general warranty deed, free and clear of all liens and encumbrances, except those permitted pursuant to the provisions of Section 5 hereof. Buyer and Seller agree that such other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party at Closing. Such documents shall include, but not be limited to a closing statement, Seller's affidavit regarding liens, unrecorded matters and possession, any documents reasonably requested by the Title Insurance Company, and, if requested, Seller's affidavit regarding the warranties and representations set forth in Section 10 hereof.

7. Possession.

Seller shall be entitled to remain in possession of the Property for Thirty (30) days after the Closing Date (the "Salvage Period"). During the Salvage Period, Seller shall have the right to alter, remove, destroy, salvage or change any improvement or portion of the property provided that any alteration, removal or change does not diminish the structural integrity of the property and/or leave the property in an unsafe and/or unsecured condition.

Seller shall indemnify and hold Buyer harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) incurred by Buyer by reason of any injury or damage to any person or property whatsoever, occurring in, on or about the Property during the Salvage Period.

8. Closing Date.

Buyer and Seller agree that the closing shall be handled by Valmer Title located in Grove City, Ohio. The purchase and sale of the Property shall be closed (the "Closing") at a date to be chosen by Seller between December 15, 2015 and January 15, 2016 (the "Closing Date"), which Closing Date may be extended by mutual agreement of the parties. The Closing shall be at such time and place as Buyer and Seller may mutually agree upon.

9. Adjustments at Closing.

On the Closing Date, Buyer and Seller shall apportion, adjust, prorate and pay the following items in the manner hereinafter set forth:

(a) Real Estate Taxes and Assessments. Seller shall pay or credit against the purchase price all delinquent real estate taxes, together with penalties and interest thereon, all assessments which are a lien against the Property as of the Closing Date (both current and reassessed, whether due or to become due and not yet payable), all real estate taxes for years prior to closing, real estate taxes for the year of Closing, prorated through the Closing Date, and all agricultural use tax recoupments for years through the year of Closing. The proration of undetermined taxes shall be based upon a three hundred sixty-five (365) day year and upon the purchase price. It is the intention of the parties in making this tax proration to give Buyer a credit as close in amount as possible to the amount which Buyer will be required to remit to the County Treasurer for the period of time preceding the Closing Date hereof. Upon making the proration provided for herein, Seller and Buyer agree that the amount so computed shall be subject to later adjustment should the amount credited at Closing be incorrect based upon actual tax bills received by Buyer after Closing. Seller warrants and represents that all assessments now a lien are shown on the County Treasurer's records and that to the best of Seller's knowledge, no improvement, site or area, has been installed by any public authority, the cost of which is to be assessed against the Property in the future. Seller further warrants and represents that neither Seller nor any of its agents, employees or representatives have received notice, oral or written, or have knowledge of any proposed improvement, any part of the cost of which would or might be assessed against the Property. The covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder;

(b) Seller's Expenses. Seller shall, at the Closing (unless previously paid), pay by credit against the purchase price the following:

- (i) The cost of any transfer or conveyance fee required to be paid in connection with the recording of the General Warranty Deed from Seller to Buyer; and

- (ii) One-half (1/2) the fee, if any, charged by the title insurance company for closing the transaction contemplated herein.

(c) Buyer's Expenses. Buyer shall, at the Closing (unless previously paid), pay the following:

- (i) The cost of furnishing the title commitment and policy referred to in Section 5 hereof;
- (ii) The recording fees required for recording the General Warranty Deed;
- (iii) The cost of furnishing the Survey; and
- (iv) One-half (1/2) the fee, if any, charged by the title insurance company for closing the transaction contemplated herein.

(d) Brokers. Buyer acknowledged that Seller is a license real estate broker, but Buyer and Seller hereby warrant and represent to each other that neither has engaged or dealt with any broker or agent, for a fee, in regard to this Agreement. Thus, no real estate broker fee shall be paid under this Agreement. Seller hereby agrees to indemnify Buyer and hold Buyer harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, attorneys' fees and costs of litigation) which Buyer shall ever incur or be threatened with because of any claim of any broker or agent claiming through Seller, whether or not meritorious, for any such fee or commission.

10. Warranties and Representation.

(a) Seller's Warranties and Representations. In addition to any other representation or warranty contained in this Agreement, Seller hereby represents and warrants as follows:

- (i) Seller has not received any notice or notices, either orally or in writing, from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental or building violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been corrected;
- (ii) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against, the Property, under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound;
- (iii) Seller has not received any notice, either orally or in writing, of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, which

would prevent, limit or in any manner interfere with the proposed use of the Property;

- (iv) No other person or entity other than Seller currently owns or has any legal or equitable interest in the Property and no other person or entity other than Buyer has or will have any right to acquire the Property, or any portion thereof;
- (v) Through and until the Closing Date, Seller shall not enter into any easement, lease or other contract pertaining to the Property;
- (vi) Seller has not disposed of or stored any Hazardous Substances on the Property or any portion thereof in violation of any Environmental Laws, as hereinafter defined, and the Parent Parcel does not now contain any Hazardous Substance or any underground storage tanks. The term "Hazardous Substance" shall mean asbestos, petroleum products and by-products, any other hazardous or toxic building material, and any hazardous, toxic, or dangerous waste, substance or material defined as such in or for the purpose of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601, et seq., any so-called "Super-fund" or "Super-Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards or conduct concerning, any hazardous, toxic, or dangerous waste, substance or material or underground storage tanks, now in effect (collectively the "Environmental Laws"). Seller hereby agrees to indemnify Buyer and hold Buyer harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever, paid, incurred or suffered by, or asserted against Buyer for, with respect to, or as a direct or indirect result of the breach of Seller's warranties in this Section 10;
- (vii) Seller shall not, without the prior written consent of Buyer, alter the natural topography and vegetation currently existing on, in or about the Property, including, but not limited to the cutting, burning or removal of any trees, removing any minerals or topsoil, dumping of any soil, fill or other matter, or altering the natural flow of any water courses located on the Property; and
- (viii) Seller is not a "Foreign Person" as that term is defined in the Foreign Investment in Property Tax Act.

The warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder. All representations and warranties set forth in this Section 10 shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by Buyer, Seller shall so certify, in writing, in form reasonably requested by Buyer. Seller hereby

agrees to indemnify and hold Buyer harmless from and against any and all claims, demands, liabilities, costs and expenses of every nature and kind (including attorneys' fees) which Buyer may sustain at any time (i) as a result of, arising out of or in any way connected with the operation, ownership, custody or control of the Property prior to the Closing Date; or (ii) by reason of the untruth, breach, misrepresentation or nonfulfillment of any of the covenants, representations, warranties or agreements made by Seller in this Agreement or in any documents or agreements delivered in connection with this Agreement or with the closing of the transaction contemplated hereby.

(b) Breach of Warranties Prior to Closing. If, during the pendency of this Agreement, Buyer determines that any warranty or representation given by Seller to Buyer under this Agreement shall be untrue, incorrect or misleading, in whole or in part, the same shall constitute a default by Seller hereunder. In such event, Buyer may give written notice thereof and shall thereafter have the right to terminate this Agreement.

11. Notice Procedure.

Any notices required hereunder shall be in writing, shall be transmitted by certified mail, postage prepaid, return receipt requested, hand delivery, or by nationally recognized overnight courier, and shall be deemed given when received or when receipt is refused, and shall be addressed to the parties as set forth on the first page of this Agreement. Copies of notices to Buyer shall be simultaneously provided to: Stephen Smith, Esq., Frost Brown Todd LLC, 10 West Broad Street, Suite 2300, Columbus, Ohio 43215.

12. 1031 Exchange.

In the event that either party shall be using the transaction contemplated hereby as part of an exchange of like kind property pursuant to Section 1031 of the Internal Revenue Code, the other party shall cooperate in connection therewith by executing and delivering such documents and instruments as may be reasonably required in order to accomplish any such like kind exchange, provided that, the party so cooperating shall not be required to bear any costs or expenses or take on any liability in connection therewith and the party effecting such exchange shall pay the costs and expenses, including legal fees and costs, of the cooperating party incurred in connection with such cooperation same not to exceed \$500.00 in any event.

13. Miscellaneous.

(a) 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 jurisdiction of the courts in the State of Ohio.

(b) Entire Agreement. This Agreement constitutes the entire contract between the parties hereto, 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.

(c) Time of Essence. Time is of the essence of this Agreement in all respects.

(d) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

(e) 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 remainder of this Agreement.

(f) Waiver. No waiver of any of the provisions of this Agreement shall be deemed, nor shall the same constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the party making the waiver.

(g) 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.

(h) Confidentiality. Buyer and Seller covenant to not disclose any part of this Agreement to anyone other than their attorneys, brokers, consultants, accountants, employees, lenders or others who have a reasonable need to know of its content.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the day and year first aforesaid.

SELLER:

Berkley J. Roach Trust

By: _____

BUYER:

The 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, City of Grove City

CERTIFICATION OF FUNDS

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

Michael Turner, Director of Finance

Date

EXHIBIT "A" DESCRIPTION

DESCRIPTION OF 0.201 ACRE West of Broadway (U.S. Route 62 and State Route 3) North of Grove City Road

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Survey Number 1388 of the Virginia Military District, being a part of Lot 8 and Lot 9 as shown on the subdivision plat entitled "Grants Subdivision" of record in Plat Book 10, Pages 158-159 conveyed to Berkley J. Roach, Trustee of The Berkley J. Roach Revocable Trust, dated June 10, 1993 by deed of record in Official Records 25316113 and 25316117, and described as follows:

BEGINNING, FOR REFERENCE, at an iron pin set at the southeasterly corner of said Lot 8, the southwesterly corner of Lot 7 as shown on said "Grants Subdivision" conveyed to Berkley J. Roach, Trustee of The Trust of Berkley J. Roach by deed of record in Instrument Number 200905210072784, and on the northerly right-of-way line of Park Street (66 foot right-of-way width);

thence North 34° 13' 19" East, with the line common to said Lots 7 and 8, a distance of 98.01 feet, to an iron pin set at the **TRUE POINT OF BEGINNING**;

thence North 55° 46' 41" West, across said Lots 8 and 9, a distance of 90.35 feet, to an iron pin set in the westerly line of said Lot 9 and the easterly line of Lot 10 as shown on said "Grants Subdivision" conveyed to William E. Lewis by deed of record in Deed Book 2259, Page 364 and Instrument Number 200409290067159;

thence North 34° 13' 19" East, with the line common to said Lots 9 and 10, a distance of 110.41 feet, to a 5/8 inch iron rebar found at a common corner thereof and on the southerly line of Reserve "A" as shown on said "Grants Subdivision" conveyed to City of Grove City by deed of record in Deed Book 1120, Page 496;

thence with the southerly line of said Reserve "A" and the northerly line said Lots 9 and 8, the following courses:

South 55° 46' 41" East, a distance of 10.00 feet, to a 1/4 inch iron pipe found,

South 34° 13' 19" West, a distance of 15.00 feet, to a 1/4 inch iron pipe found; and

South 55° 46' 41" East, a distance of 80.35 feet, to an iron pin set at the corner common to said Lots 7 and 8;

thence South 34° 13' 19" West, with the line common to said Lots 7 and 8, a distance of 95.41 feet, to the **TRUE POINT OF BEGINNING**, containing 0.201 acre, more or less.

Of the above described 0.201 acre, 0.099 acre is from Auditor's Parcel Number 040-000110 and 0.102 acre is from Auditor's Parcel Number 040-000111.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

All references are to the records of the Recorder's Office, Franklin County, Ohio.

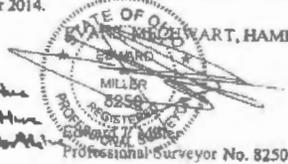
Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the northerly right-of-way line of Park Street, having a bearing of South 55° 46' 41" East, is designated the "basis of bearing" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Edward J. Miller, Registered Surveyor Number 8250 in May 2002, June 2010, October 2013, and September 2014.

m-28
Split
95.41' Eastline
95.41' Westline
off at Northline
out of
(040)
110
+

Split
95.41' Eastline
110.41' Westline
off at Northline
out of
(040)
111



11/15

Date

Date: 09/15/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Boso
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No. : CR-54-15
1st Reading: 09-21-15
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR-54-15

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 139.05 OF THE CODIFIED ORDINANCES FOR RENOVATIONS TO THE KINGSTON CENTER

WHEREAS, on January 7, 2013 Council authorized a long term agreement with South-Western City Schools to utilize the old Kingston School Building rent free in exchange for building improvements; and

WHEREAS, the Kingston Center now has a number of classrooms and activity spaces; and

WHEREAS, the City wishes to further expand and improve the building to relocate the Parks and Recreation Department; and

WHEREAS, this will enable the City of move the Development Department to the first floor of City Hall; and

WHEREAS, as part of the Project, the City has obtained multiple quotes for the improvements and wishes to move forward with the lowest quote.

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 for renovations to the Kingston Center 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: 08/07/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days:
Current Expense: _____

No.: C-59-15
1st Reading: 08/17/15
Public Notice: 08/20/15
2nd Reading: 09/21/15
Passed: Rejected:
Codified: Code No:
Passage Publication: _____

ORDINANCE C-59-15

AN ORDINANCE FOR THE REZONING OF 97.81 ACRES LOCATED SOUTH AND WEST OF MARLANE DRIVE FROM R-2, SD-3 & SD-4 TO IND-1

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 August 04, 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 R-2, SF-3 & SD-4 to IND-1:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 8231, 6843, and being 97.81 acres conveyed to John Haag; Ohio Holding Company; and Herbert G. Carlisle, as recorded in Official Records, 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-59-15
Exhibit "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL NO. 1

Situated in the County of Franklin, in the State of Ohio, and in the City of Grove City, and bounded and described as follows:

Being part of Virginia Military Survey No. 8231; also being part of that certain 53.5 acre tract conveyed to John Haag by deed of record in Deed Book No. 1209, page 52, records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning at a point at the northwesterly corner of said tract shown of record in Deed Book 1209, page 52, said point being in the center line of Marlane Drive; thence S. 77° 46' 16" E. and along the center line of Marlane Drive, said Marlane Drive produced easterly, and along the northerly line of said 53.5 acre tract, a distance of 1641.46 ft. to a point in the southwesterly right-of-way line of proposed State Route 200, said point being witnessed by an iron pin 0.11 ft. South of said point; thence S. 55° 45' 49" E. and along the southwesterly limited access right-of-way line of said proposed State Route 200 a distance of 232.36 ft. to an iron pin; thence S. 53° 38' 01" E. and continuing along said limited access right-of-way line, a distance of 256.46 ft. to a point; thence S. 8° 44' 10" W. and crossing Marlane Drive and said 53.5 acre tract and along the westerly line of a certain 7.047 acre tract, and passing an iron pin at 103.15 ft. and passing the southwesterly right-of-way line of Marlane Drive at 114.37 ft., a total distance of 713.08 ft. to an iron pin in the southerly line of said 53.5 acre tract; thence N. 77° 29' 40" W. and along the southerly line of said tract shown of record in Deed Book 1209, page 52, a distance of 2261.21 ft., to an iron pin in the southwesterly corner of said 53.5 acre tract and in the easterly line of a drive 30 ft. in width; thence N. 20° 18' 44" E. and along the westerly line of said 53.5 acre tract, a distance of 901.73 ft. to the place of beginning, containing 43.817 acres, more or less, of which 2.813 acres lies within the right-of-way of said Marlane Drive; subject to all easements and restrictions shown of record; also subject to all legal highways.

Parcel No. 040-001144-00

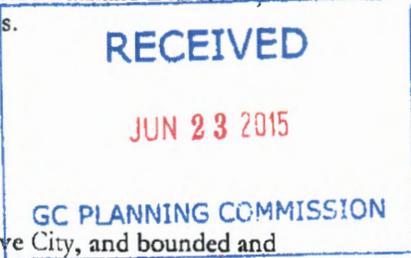
PARCEL NO. 2

Situated in the County of Franklin, in the State of Ohio and in the City of Grove City, and bounded and described as follows:

Being situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey Numbers 6843 and 8231, and being a part of 46.595 acre tract deeded to Ohio Holding Company in Deed Book 2435, Page 160, Recorder's Office, Franklin County, Ohio, and being a part of a 5.4155 acre tract deeded to Ohio Holding Company in Deed Book 2681, Page 409, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Commencing at an iron pin at the southwesterly corner of said 46.595 acre tract, said iron pin being at the northwesterly corner of the Robertshaw Fulton Control Company (Robertshaw Control Company, Deed Book 2590, Page 654), 31.0176 acre tract (Deed Book 2340, Page 524), said iron pin being in the easterly line of the David Davies, Inc. 178.5 acre tract (Deed Book 1162, Pages 17, 41);

thence South 89 degrees 56 minutes East, along the southerly line of said 46.595 acre tract; and along the northerly line of said 31.0176 acre tract, and along the southerly line of the Robertshaw Control Company 5.8797 acre tract (Deed Book 2590, Page 654, and Deed Book 2340, Page 520), a distance of 1,324.59 feet to an iron pin at the southwesterly corner of said 5.4155 acre tract, and the southeasterly corner of said 5.8797



acre tract, and the true point of beginning of this description, passing an iron pin on line at the southwesterly corner of said 5.8797 acre tract at 944.59 feet;

thence North 0 degrees 04 minutes East, along the westerly line of said 5.4155 acre tract, and along the easterly line of said 5.8797 acre tract, a distance of 674.00 feet to an iron pin at the northwesterly corner of said 5.4155 acre tract (northeasterly corner of said 5.8797 acre tract), and in a line of said 46.595 acre tract;

thence North 89 degrees 56 minutes West, along the northerly line of said 5.8797 acre tract, and along a line of said 46.595 acre tract, a distance of 380.00 feet to an iron pin at the northwesterly corner of said 5.8797 acre tract, and at a corner of said 46.595 acre tract;

thence North 64 degrees 29 minutes West, across said 46.595 acre tract, a distance of 130.01 feet to a point at the southeasterly corner of the North American Broadcasting Company 39.548 acre tract (Deed Book 2505, Page 403), and at a corner of said 46.595 acre tract;

thence North 37 degrees 22 minutes East, along the easterly line of said 39.548 acre tract, and along a line of said 46.595 acre tract, a distance of 1,124.01 feet to an iron pin at a corner of said 39.548 acre tract, and at a corner of said 46.595 acre tract;

thence North 8 degrees 46 minutes East, continuing along the easterly line of said 39.548 acre tract, and along a line of said 46.595 acre tract, a distance of 180.20 feet to an iron pin in the westerly line of proposed Robertshaw Drive, as shown on sheets 65, 66 and 67 of the right-of-way plan FRA-71-10.12, State Highway Department, Division Six Engineer, Delaware, Ohio;

thence along the westerly right-of-way line of said proposed Robertshaw Drive, the following distances and bearings.

South 30 degrees 38 minutes East, a distance of 264.52 feet to an iron pin;

South 18 degrees 30 minutes East, a distance of 190.52 feet to an iron pin;

South 0 degrees 59 minutes West, a distance of 378.58 feet to an iron pin;

South 21 degrees 46 minutes West, a distance of 367.95 feet to an iron pin, passing an iron pin on line in the northerly line of said 5.4155 acre tract at 367.00 feet,

South 17 degrees 42 minutes West, a distance of 425.08 feet to an iron pin;

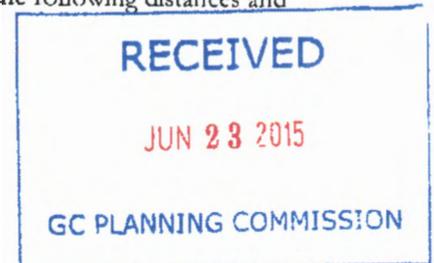
South 25 degrees 26 minutes West, a distance of 297.30 feet to an iron pin in the southerly line of said 5.4155 acre tract, and in the northerly line of said 31.0176 acre tract;

thence North 89 degrees 56 minutes West, along the southerly line of said 5.4155 acre tract, and along the northerly line of said 31.0176 acre tract, a distance of 8.60 feet to the place of beginning, containing 14.417 acres.

Parcel No. 040-002121-00

PARCEL NO. 3

Situated in the County of Franklin, in the State of Ohio, and in the City of Grove City, and bounded and described as follows:



In Virginia Military Survey No. 6843 and being a part of the 222. acre tract, the one-half interest of which was conveyed to Herbert G. Carlisle by Deed of Record in Deed Book 1535, Page 601, of record in Recorder's Office, Franklin County, Ohio, said part being more particularly described as follows:

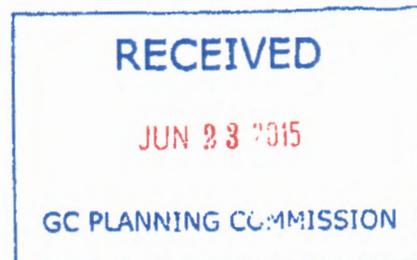
Beginning at an iron pin at the northwest corner of said 222. acre tract; thence South 02° 37' 30" West, with the west line of said tract, 1331.98 feet to an iron pin; thence South 75° 00' 00" East 848.19 feet to an iron pin; thence North 40° 00' 00" East 1124.01 feet to an iron pin; thence North 11° 24' 00" East, 366.11 feet to an iron pin in the north line of said tract and in the north line of Virginia Military Survey No. 6843; thence North 78° 33' 30" West, with said north line, 610.00 feet to an iron pin; thence North 77° 35' 00" West, continuing with said north line, 977.97 feet to the place of beginning containing 39.559 acres and subject to all legal highways.

Except for the fee simple title and easement for highway purposes of a certain .011 acre parcel acquired by the State of Ohio in Case No. 219056, Franklin County, Ohio Court of Common Pleas pursuant to Journal Entry Settlement filed on March 19, 1964, and bounded and described as follows:

Beginning at a point in the northeast corner of the owner's 39.566 acre tract, said point also being located 338.01 feet right of Survey Station 370 plus 53.36 in the centerline of a survey made in 1961 for the Department of Highways of State Route 200, Section 8.04 in Franklin County, Ohio; thence north 78 degrees 33 minutes 24 seconds west, along the owner's northerly property line, a distance of 28.74 feet to a point; thence south 28 degrees 59 minutes 22 seconds east, a distance of 44.24 to a point in the owner's easterly property line; thence north 11 degrees 31 minutes 44 seconds east, along the owner's easterly property line to a point of beginning, containing 0.011 of an acre, more or less.

Together with all rights or easements of access to or from said limited access highway, from or to the land or said persons abutting upon that portion of said limited access highway, as shown by the plans of said improvement herein referred to. Said stations being the station numbers as stipulated in the hereinbefore mentioned survey.

Parcel No. 040-004148-00

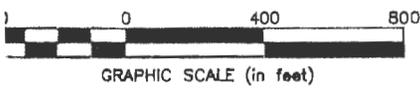
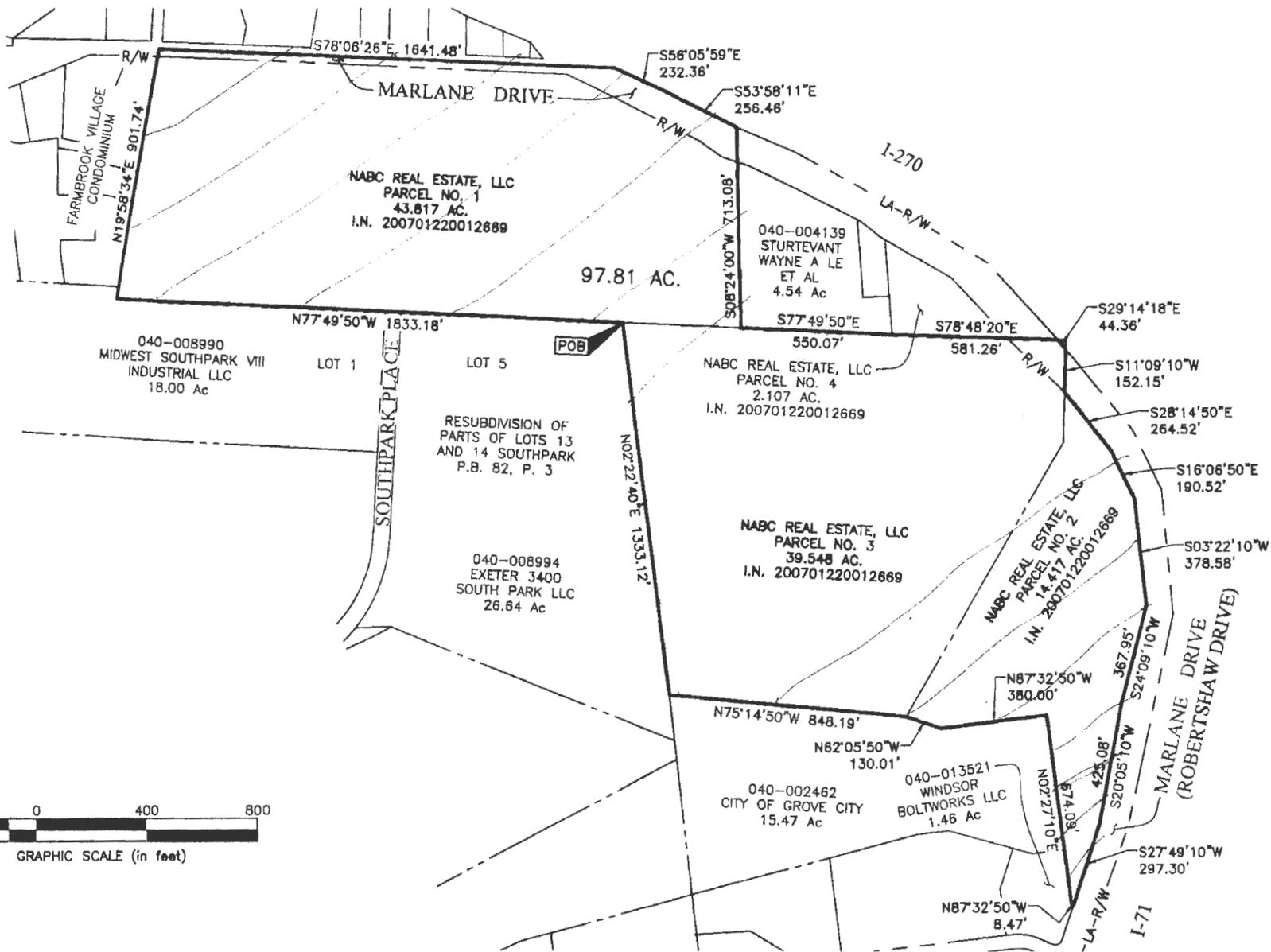


ZONING EXHIBIT

VIRGINIA MILITARY SURVEY NOS. 8231 & 6843
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

C-59-15

| | |
|---------|---------------|
| Date: | June 22, 2015 |
| Scale: | 1" = 400' |
| Job No: | 2015-0832 |



RECEIVED
JUN 23 2015
CITY PLANNING COMMISSION

Date: 09/02/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No. : C-69-15
1st Reading: 09/08/15
Public Notice: 09/10/15
2nd Reading: 09/21/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-69-15

AN ORDINANCE AUTHORIZING THE ANNEXATION OF 7.1 ± ACRES OF PROPERTY LOCATED ON ORDERS ROAD FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, the City of Grove City desires to annex from Jackson Township 7.1 acres, more or less, of property located on Orders Road that is owned in fee simple by the City of Grove City as legally described in Exhibit A and depicted in the annexation plat attached hereto as Exhibit B; and

WHEREAS, the City of Grove City desires to annex this roadway property per the advice of Franklin County in order to maintain the significant improvements being made to the roadway by the City of Grove City as well as to regulate speed on the roadway; and

WHEREAS, pursuant to Ohio Revised Code Section 709.16, the City of Grove City has the authority to petition the Board of County Commissioners of Franklin County, State of Ohio, to annex this property as the property is contiguous to the corporation line of the City of Grove City, and the property is owned in fee simple by the City of Grove City; and

WHEREAS, upon receipt of an annexation petition from the City of Grove City for the annexation of the property, the Board of County Commissioners of Franklin County, State of Ohio, shall grant the annexation petition.

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

SECTION 1. The City of Grove City hereby authorizes the annexation from Jackson Township of 7.1 acres, more or less, of property located on Orders Road and owned in fee simple by the City of Grove City as legally described in Exhibit "A" and depicted in the annexation plat attached hereto as Exhibit "B".

SECTION 2. The City Law Director and the City Clerk are hereby vested with the authority to file an annexation petition for the annexation of this property with the Board of County Commissioners of Franklin County, State of Ohio.

SECTION 3. This Ordinance shall take effect at 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

7.1± ACRES

C-69-15
Exhibit 'A'

FROM: JACKSON TOWNSHIP

TO: CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military Survey Numbers 1371, 1383, and 1434, being part of Orders Road as shown in Plat Book 37, Page 85, Road Record 8, Page 11, Plat Book 102, Pages 88-91, Plat Book 103, Pages 91-92, and Road Record 7, Page 363, being part of Haughn Road as shown in Road Record 7, Page 363, and Plat Book 102, Pages 88-91, being all of that 0.896 acre tract conveyed to Franklin County Commissioners by deed of record in Instrument Number 200408170192072, and all of those 0.065, 0.069, 2.306, 0.069, 0.103, 0.103, 0.120, 0.113, 2.250, 0.473, 0.076, 0.103, 0.138, 0.062, 0.096, 0.204, 0.161, 0.080, 0.585, 0.080, 0.080, 0.096, and 0.080 acre tracts conveyed to City of Grove City, Ohio by deeds of record in Instrument Numbers 201505140062891, 201505200066037, 201508170113705, 201507270102549, 201505210067215, 201505140062870, 201505140062895, 201505140062898, 201410310144844, 201505180064433, 201505140062881, 201505210067216, 201506230084422, 201507060090398, 201508130112369, 201505140062886, 201505140062875, 201505140062884, 200510250224243, 201505140062889, 201505140062874, 201505140062877, and 201505140062890, respectively (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at the northwesterly corner of said 0.065 acre tract, the northeasterly corner of that 0.065 acre tract conveyed to City of Grove City, Ohio by deed of record in Instrument Number 201505200066039, the southwesterly corner of the remainder of that original 0.720 acre tract conveyed to Richard A. Smith and Karin M. Smith by deed of record in Instrument Number 199811040283378, the southeasterly corner of the remainder of that original 0.720 acre tract conveyed to Randell C. Forrest, Trustee by deed of record in Instrument Number 201111170150361, being in the northerly right-of-way line of said Orders Road, in the existing City of Grove City Corporation Line, as established by Ordinance Number C-31-02, of record in Instrument Number 200204260105091;

Thence South 87° 40' 21" East, with said northerly right-of-way line, the northerly lines of said 0.065, 0.069, 0.069, and 0.103 acre tracts, partially with the northerly line of said 0.103 acre tract, with the southerly lines of the remainder of said 0.720 acre tract, the remainder of that 0.987 acre tract conveyed to Matthew A. Watkins and Patricia A. Watkins by deed of record in Instrument Number 200903180037902, Lot 1 of that subdivision entitled "Southern Grove Estates", of record in Plat Book 37, Page 85, as conveyed to Fred R. Hammond, Jr. and Patricia J. Hammond by deed of record in Official Record 31774J17, Lot 2 of said "Southern Grove Estates", as conveyed to Nancy L. Summers by deed of record in Instrument Number 200805060069452, Lot 16 of said "Southern Grove Estates", as conveyed to Victor E. Leonard by deed of record in Instrument Number 200503040040065, the remainder of that 0.528 acre tract conveyed to Kevin S. Gangloff by deed of record in Instrument Number 200003020042148, and the remainder of that 1.554 acre tract conveyed to John W. Fowble and Ann B. Fowble by deed of record in Instrument Number 200205140120508, partially with the southerly line of the remainder of that 1.555 acre tract conveyed to Donald P. Casey and Bonnie J. Casey by deed of record in Instrument Number 201405280065726, across Southern Grove Drive, as shown in Plat Book 37, Page 85, a distance of 946.92 feet to a point;

Thence South 87° 05' 39" East, continuing with said northerly right-of-way line and partially with said 0.103 acre tract, with the northerly line of said 0.120 acre tract, continuing partially with the southerly line of the remainder of said original 1.555 acre tract, with the southerly line of the remainder of that original 1.584 acre tract conveyed to William L. Cain by deed of record in Instrument Number 200909010127657, a distance of 281.08 feet to the northwesterly corner of said 0.113 acre tract, the southwesterly corner of the remainder of that 0.867 acre tract conveyed to Roger L. Spillman and Donna J. Spillman by deed of record in Instrument Number 200301210020734, being in the existing City of Grove City Corporation Line, as established by Ordinance Number C-17-96, of record in Official Record 31719E10;

Thence South 01° 51' 04" West, with the line common to said 0.120 and 0.113 acre tracts, said Corporation Line, a distance of 10.00 feet to a point;

Thence South 87° 05' 39" East, across said 0.113 acre tract, continuing with said Corporation Line, with the old northerly right-of-way line of said Orders Road, a distance of 164.35 feet to a point in the westerly line of said 0.473 acre tract;

Thence North 02° 55' 55" East, with the line common to said 0.113 and 0.473 acre tracts, continuing with said Corporation Line, a distance of 10.00 feet to the southwesterly corner of that 0.506 acre tract conveyed to Ronald C. Kwast and Debra S. Kwast by deed of record in Official Record 12578118, being in the northerly right-of-way line of said Orders Road;

acre tract conveyed to Flossie Cutler, Kathy Slotter, and Terry Cutler by deed of record in Instrument Number 201402250023129, that 0.678 acre tract conveyed to Richard D. Wirtz and Terri L. Hayes by deed of record in Instrument Number 200808150125056, the remainder of that original 36.305 acre tract conveyed to Grand Communities, Ltd. by deed of record in Instrument Number 200801180009331, that 0.678 acre tract conveyed to Betty L. Sherrod by deeds of record in Deed Book 3675, Page 720, Instrument Number 200004050066592, and Instrument Number 200702270034041, that 0.505 acre tract conveyed to Richard C. Chaney and Dianna L. Chaney by deed of record in Instrument Number 201402180019761, the remainder of that 0.580 acre tract conveyed to Sean P. Adams by deed of record in Instrument Number 201209200140810, the remainder of that 1.4635 acre tract conveyed to Kyle S. Dupler and Mary J. Dupler by deed of record in Official Record 17752E03, the remainder of that 1.951 acre tract conveyed to Michael L. Haughn and Rochelle S. Haughn by deed of record in Instrument Number 200105040097323, partially with the existing City of Grove City Corporation Line, as established by Ordinance Number C-83-99, of record in Instrument Number 199912080302663 and as established by Ordinance Number C-29-02, of record in Instrument Number 200204260105091, partially across Haughn Road, as shown in Plat Book 102, Pages 88-91, a distance of 1321.51 feet to a point;

Thence South 86° 59' 34" East, partially across said Haughn Road, along said Orders Road with said Corporation Line, a distance of 1051.06 feet to a point;

Thence South 02° 57' 51" West, across said Orders Road, a distance of 60.00 feet to a point in the southerly right-of-way line of said Orders Road, the northerly line of Reserve "A" of that subdivision entitled "Haughn Heights", of record in Plat Book 37, Page 67, as conveyed to Joseph D. Brown and Marcia L. Brown by deed of record in Instrument Number 201209140136740;

Thence North 86° 59' 34" West, with said southerly right-of-way line, partially with the northerly line of said Reserve "A", with the northerly line of Lot 1 of said "Haughn Heights", as conveyed to Richard Carney and Christine Carney by deed of record in Instrument Number 2006081800164263, a distance of 80.95 feet to a point in the westerly line of said 0.080 acre tract;

Thence South 03° 00' 00" West, continuing with said southerly right-of-way line, with the line common to said 0.080 acre tract and said Lot 1, a distance of 5.00 feet to the northeasterly corner of the remainder of that 0.803 acre tract conveyed to Richard L. Greenway and Jayne R. Greenway by deed of record in Instrument Number 201303270050839;

Thence North 86° 59' 34" West, continuing with said southerly right-of-way line, with the southerly lines of said 0.080, 0.096, and 0.080 acre tracts, with the northerly line of said 0.803 acre tract, the remainder of that 0.689 acre tract conveyed to Dolores A. Sandine and Leonard E. Sandine by deed of record in Official Records 28566I08 and 35096B16, and Instrument Number 200104020066795, the remainder of that 0.574 acre tract conveyed to Donald G. Drummond and Marie K. Drummond by deed of record in Instrument Number 199912100304385, a distance of 320.15 feet to a point in the easterly line of that 0.574 acre tract conveyed to Bank of America, N.A. by deed of record in Instrument Number 201404280051710;

Thence North 03° 00' 20" East, with said easterly line, a distance of 35.00 feet to the northeasterly corner of said tract in the centerline of said Orders Road;

Thence North 86° 59' 34" West, with the northerly line of said 0.574 acre tract, a distance of 100.00 feet to the northwesterly corner of said tract and the northeasterly corner of said 0.080 acre tract;

Thence South 03° 00' 20" West, with the westerly line of said 0.574 acre tract, said easterly line, a distance of 35.00 feet to a point in said southerly right of way line;

Thence North 86° 59' 34" West, continuing with said southerly right-of-way line, with the southerly lines of said 0.080, 0.080, 0.161, and 0.204 acre tracts, with the northerly line of the remainder of that 0.574 acre tract conveyed to Robert P. Koehler by deed of record in Instrument Number 200804090054206, the remainder of that 0.574 acre tract conveyed to Frank E. Cordray by deeds of record in Deed Book 2353, Page 96, and Official Record 1123I16, the remainder of the 0.574 acre tract conveyed as Parcel I and the 0.574 acre tract conveyed as Parcel II to Carl A. Patzer and Nancy B. Patzer by deed of record in Deed Book 2375, Page 12, and the remainder of that 0.727 acre tract conveyed to Dorothy A. Miller by deeds of record in Instrument Numbers 199806170149850 and 201303220048045, a distance of 505.79 feet to a point;

Thence South 71° 09' 42" West, continuing with said southerly right-of-way line, the southerly line of said 0.204 acre tract, the northerly line of the remainder of said 0.727 acre tract, a distance of

Thence South 02° 36' 56" West, with said easterly right-of-way line, with the easterly lines of said 0.204, 0.062, and 0.096 acre tracts, the westerly lines of said 0.727 acre tract, the remainder of that original 0.460 acre tract conveyed to Betty D. Gardner by deed of record in Official Record 26655J05 and the remainder of that original 4.422 acre tract conveyed to Rebecca L. Absten and Michael J. Absten by deed of record in Instrument Number 200406090133243, a distance of 510.32 feet to a point in the northerly line of the remainder of that original 86.388 acre tract conveyed to Joseph D. Brown and Marcia L. Brown by deed of record in Instrument Number 201209140136739

Thence North 87° 08' 37" West, with the line common to said 0.096 acre tract and the remainder of said original 86.388 acre tract, a distance of 20.00 feet to a point in the centerline of said Haughn Road, and the easterly line of said 0.896 acre tract;

Thence South 02° 36' 56" West, with said centerline, the easterly line of said 0.896 acre tract, the westerly line of the remainder of said original 86.388 acre tract, a distance of 194.94 feet to a point;

Thence North 87° 23' 04" West, with the southerly line of said 0.896 acre tract, partially with a northerly line of the remainder of said 86.388 acre tract, partially across the right-of-way of said Haughn Road, partially with the westerly right-of-way line of said Haughn Road, a distance of 50.00 feet to a point;

Thence North 02° 36' 56" East, with said westerly right-of-way line, with the line common to said 0.896 acre tract and the remainder of said 86.388 acre tract, a distance of 371.54 feet to the southerly corner of said 2.250 acre tract;

Thence with the line common to said 2.250 acre tract and the remainder of said original 86.388 acre tract, the following courses and distances:

North 09° 55' 41" West, a distance of 234.82 feet to a point;

North 26° 06' 28" West, a distance of 114.30 feet to a point;

North 86° 59' 05" West, a distance of 1165.83 feet to a point;

North 87° 05' 39" West, a distance of 445.16 feet to a point; and

North 87° 40' 21" West, a distance of 0.78 feet to the southeasterly corner of said 2.306 acre tract, being in the existing City of Grove City Corporation Line, as established by Ordinance Number C-17-96, of record in Official Record 31719E10;

Thence North 03° 30' 23" East, with the line common to said 2.250 and 2.306 acre tracts, with said Corporation Line, a distance of 30.01 feet to a point;

Thence North 87° 40' 21" West, across said 2.306 acre tract, with said Corporation Line, a distance of 946.02 feet to a point;

Thence North 01° 56' 43" East, across said 2.306 acre tract, with the westerly line of said 0.065 acre tract, the easterly line of said 0.065 acre tract, said Corporation Line, a distance of 50.00 feet to the POINT OF BEGINNING containing 7.1 acres, more or less.

This description is for annexation purposes only and is not to be used for transfer.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

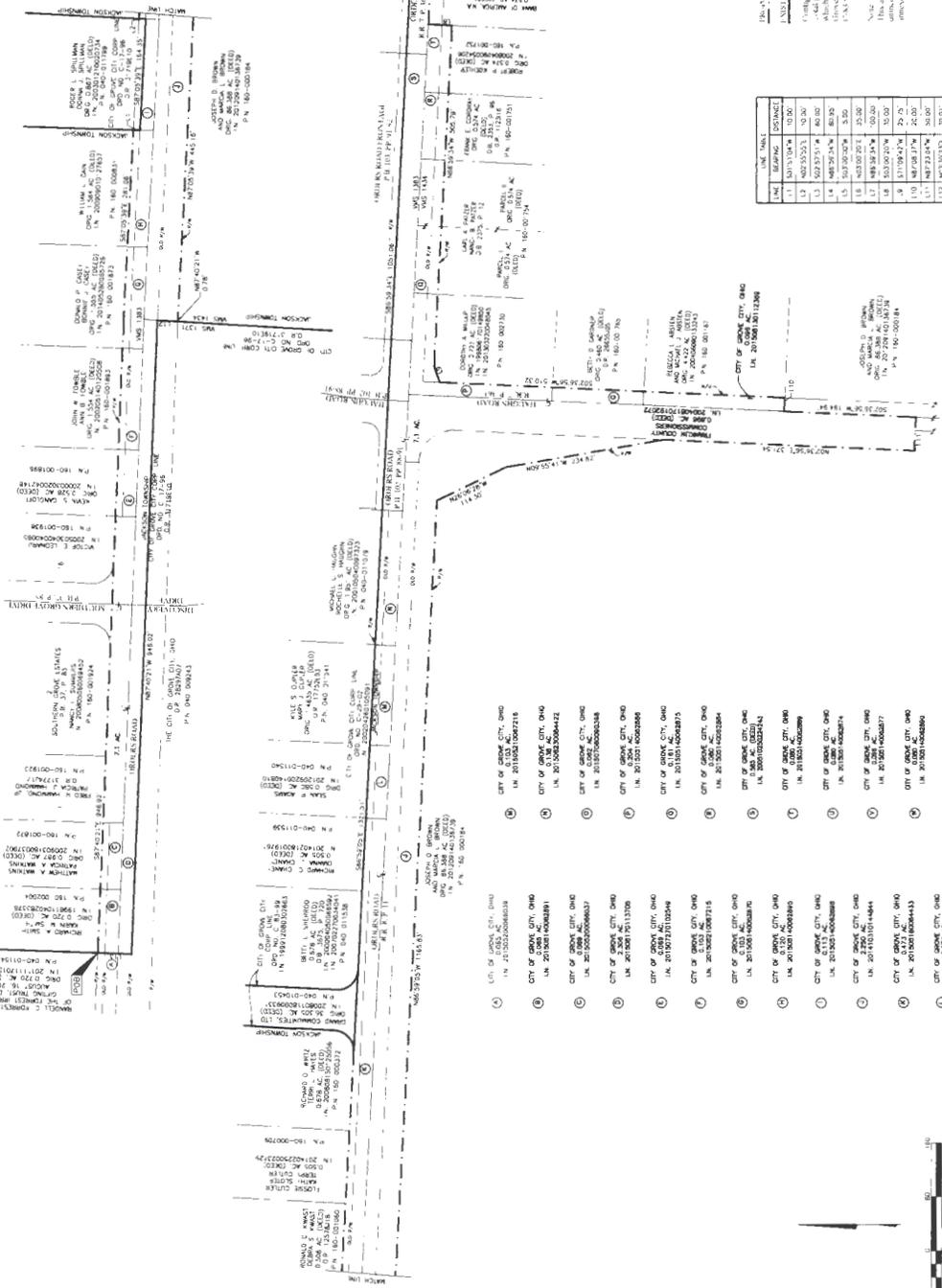
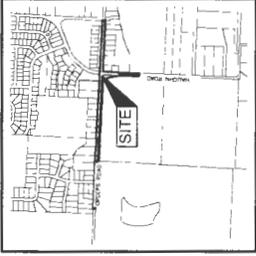
Joshua M. Meyer
Professional Surveyor No. 8485

Date

C-69-15
Exhibit 'B'

ANNEXATION OF 7.1± ACRES

VIRGINIA MILITARY SURVEY NOS. 1371, 1383, & 1434
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO



EMHT
Engineering, Mapping & Surveying, Inc.
1000 New Albany Road, Columbus, OH 43260
614.291.1231
www.emht.com

August 28, 2012
2013-1231

| LINE | LENGTH | DISTANCE |
|------|----------|----------|
| 1 | 1.011700 | 10.00 |
| 2 | 1.022333 | 10.20 |
| 3 | 1.032967 | 10.40 |
| 4 | 1.043600 | 10.60 |
| 5 | 1.054233 | 10.80 |
| 6 | 1.064867 | 11.00 |
| 7 | 1.075500 | 11.20 |
| 8 | 1.086133 | 11.40 |
| 9 | 1.096767 | 11.60 |
| 10 | 1.107400 | 11.80 |
| 11 | 1.118033 | 12.00 |
| 12 | 1.128667 | 12.20 |
| 13 | 1.139300 | 12.40 |



Date: 09/02/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-70-15
1st Reading: 09/08/15
Public Notice: 09/10/15
2nd Reading: 09/21/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-70-15

AN ORDINANCE TO VACATE THE PUBLIC ALLEY LOCATED BETWEEN PARK STREET AND GROVE CITY ROAD

WHEREAS, on July 20, 2015 Council enacted Resolution CR-44-15 which approved the Development Plan for the Broadway and Park Apartments; and

WHEREAS, the vacation of the public alley located between Park Street and Grove City Road is necessary for the Project; and

WHEREAS, when a road is vacated under Ohio law, the roadway (alley) is split and attaches to the adjoining properties and, in this case, all of the adjoining properties are owned and controlled by the City. The entire property, including the vacated portion, will be conveyed to the Developer of the Project as authorized in Ordinance C-41-15; and

WHEREAS, Council is satisfied that there is good cause for the vacation of said portion of the public alley located between Park Street and Grove City Road and that it will not be detrimental to the general interest of the public.

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

SECTION 1. The public alley located between Park Street and Grove City Road depicted in Exhibit "A" and as more fully described in Exhibit "B" is hereby vacated.

SECTION 2. This Ordinance shall take effect at 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-70-15

Exhibit 'A'

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was referenced to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. A portion of the centerline of Grove City Road, having a bearing of South 87° 25' 43" East between Broadway and Front Street, is designated as the "basis of bearing" for this survey.

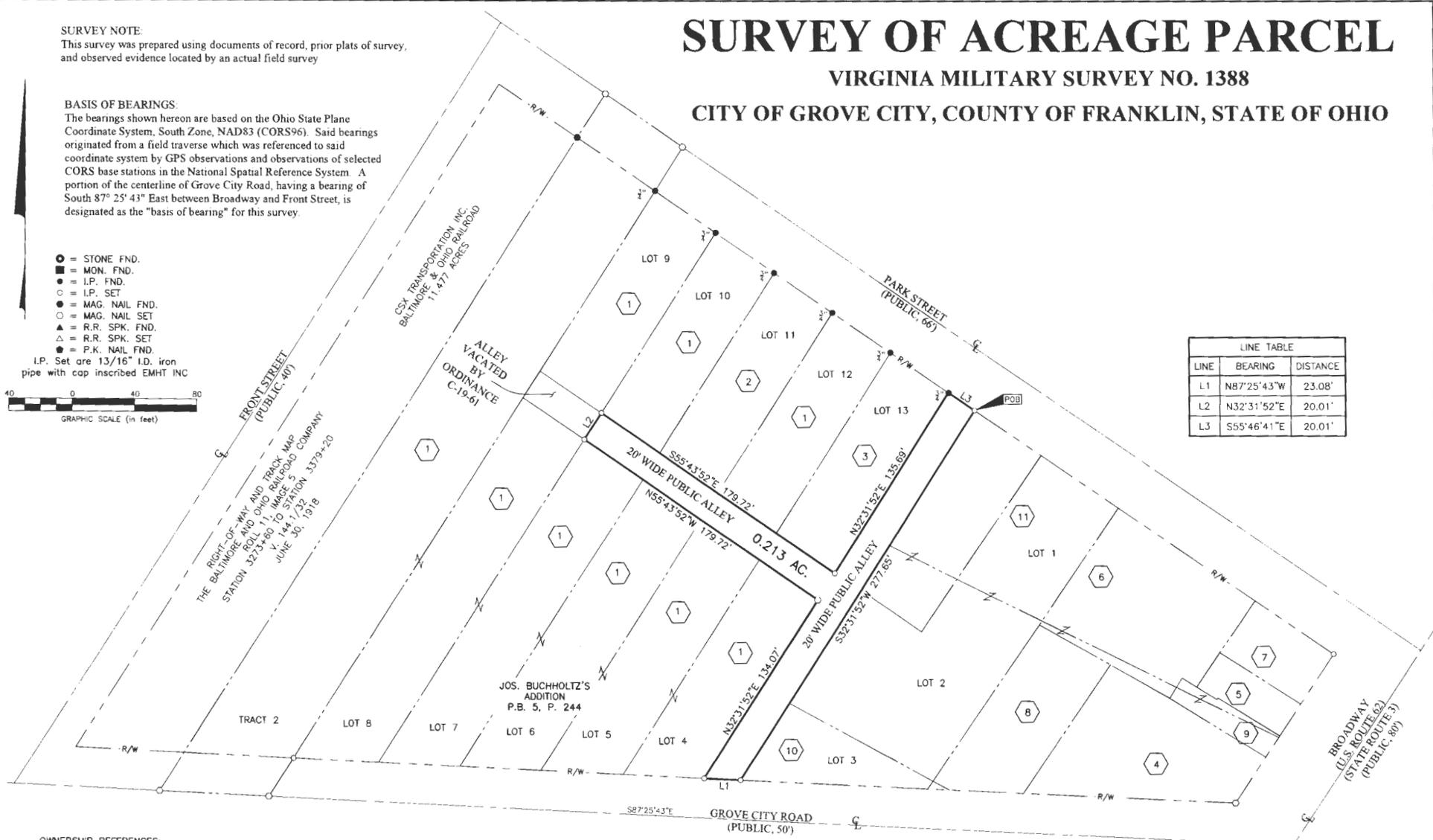
- = STONE FND.
 - = MON. FND.
 - = I.P. FND.
 - = I.P. SET
 - = MAG. NAIL FND.
 - = MAG. NAIL SET
 - △ = R.R. SPK. FND.
 - △ = R.R. SPK. SET
 - = P.K. NAIL FND.
- I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC



SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY SURVEY NO. 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO



| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | N87°25'43"W | 23.08' |
| L2 | N32°31'52"E | 20.01' |
| L3 | S55°46'41"E | 20.01' |

OWNERSHIP REFERENCES:

- | | | |
|---|--|--|
| ① THE CITY OF GROVE CITY, OHIO I.N. 200108130186B16 P.N. 040-000102 | ⑤ THE CITY OF GROVE CITY, OHIO O.R. 12666A20 P.N. 040-000045 | ⑨ THE CITY OF GROVE CITY, OHIO O.R. 12270B16 P.N. 040-000045 |
| ② THE CITY OF GROVE CITY I.N. 200302100041687 P.N. 040-000102 | ⑥ THE CITY OF GROVE CITY, OHIO O.R. 11454G16 P.N. 040-000045 | ⑩ THE CITY OF GROVE CITY O.R. 13786F16 & O.R. 13786F17 P.N. 040-000045 |
| ③ THE CITY OF GROVE CITY, OHIO O.R. 34083G17 P.N. 040-000102 | ⑦ THE CITY OF GROVE CITY, OHIO O.R. 12098G08 P.N. 040-000045 | ⑪ THE CITY OF GROVE CITY O.R. 12371D16 P.N. 040-000045 |
| ④ THE CITY OF GROVE CITY O.R. 11964H18 P.N. 040-000045 | ⑧ THE CITY OF GROVE CITY, OHIO O.R. 11545J04 P.N. 040-000045 | |

By _____ Date _____
 John C. Dodgion
 Professional Surveyor No 8069

| <p>Evans, Meacham, Hambleton & Thron, Inc. Engineers • Surveyors • Planners • Scientists 3000 New Albany Road, Columbus, OH 43264 Phone: 614.775.4500 • Toll Free: 888.775.3448 emht.com</p> | Date: August 28, 2015 | | | | | | | | | | | | | | | |
|--|-----------------------|-------------|------|-------------|--|--|--|--|--|--|--|--|--|--|--|--|
| | Scale: 1" = 40' | | | | | | | | | | | | | | | |
| | Job No: 2015-0898 | | | | | | | | | | | | | | | |
| | Sheet: 1 of 1 | | | | | | | | | | | | | | | |
| <p>REVISIONS</p> <table border="1"> <thead> <tr> <th>MARK</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | | MARK | DATE | DESCRIPTION | | | | | | | | | | | | |
| MARK | DATE | DESCRIPTION | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |

C-70-15 Exhibit "B"
0.213 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey Number 1388 and being the remainder of the 20 foot wide alleys dedicated to public use by the subdivision entitled "Jos. Buchholtz's Addition" of record in Plat Book 5, Page 244, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning at an iron pin set at the northwesterly corner of Lot 1 of said "Jos. Buchholtz's Addition" and the intersection of the southerly right-of-way line of Park Street (66 feet wide) with the easterly line of the said 20 foot alley;

thence South 32° 31' 52" West, with said easterly right-of-way line and the westerly line of Lots 1, 2, and 3 of said "Jos. Buchholtz's Addition", a distance of 277.65 feet to an iron pin set at the southwest corner of said Lot 3 and the intersection of said easterly right-of-way line with the northerly right-of-way line of Grove City Road (50 feet wide);

thence North 87° 25' 43" West, with the southerly terminus said 20 foot alley and said northerly right-of-way line extended, a distance of 23.08 feet to an iron pin set at the intersection of said northerly right-of-way line with the westerly right-of-way line of said 20 foot alley and the southeasterly corner of Lot 4 of said "Jos. Buchholtz's Addition";

thence North 32° 31' 52" East, with said westerly right-of-way line and the easterly line of said Lot 4, a distance of 134.07 feet to a magnetic nail set at a northeasterly corner of said Lot 4 and the intersection of said westerly right-of-way line with the southerly right-of-way line of a 20 foot alley;

thence North 55° 43' 52" West, with said southerly right-of-way line and the northerly line of said Lot 4 and Lots 5, 6, and 7 of said "Jos. Buchholtz's Addition", a distance of 179.72 feet to an iron pin set at the corner common to said Lot 7 and Lot 8 of "Jos. Buchholtz's Addition", the westerly terminus of said southerly right-of-way line, and the southeasterly corner of the portion of said 20 foot alley vacated by City of Grove City Ordinance C-19-61;

thence North 32° 31' 52" East, with the westerly terminus of said 20 foot alley and the easterly line of said vacated 20 foot alley, a distance of 20.01 feet to an iron pin set at a common corner thereof and the corner common to Lots 9 and 10 of "Jos. Buchholtz's Addition";

thence South 55° 43' 52" East, with the northerly right-of-way line of said 20 foot alley and the southerly line of said Lot 10 and Lots 11, 12, and 13 of "Jos. Buchholtz's Addition", a distance of 179.72 feet to an iron pin set at a southeasterly corner of said Lot 13 and the intersection of said northerly right-of-way line with the westerly right-of-way line of said 20 foot alley;

thence North 32° 31' 52" East, with the easterly line of said Lot 13 and said westerly right-of-way line, a distance of 135.69 feet to a ¾" iron pin found at a northeasterly corner of said Lot 13 and the intersection of said westerly right-of-way line with the southerly right-of-way of Park Street;

thence South 55° 46' 41" East, with the northerly terminus of said 20 foot alley and said southerly right-of-way line extended, a distance of 20.01 feet, to the *Point of Beginning*.

Containing 0.213 acre, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

C-70-15 Exhibit "B"
0.213 ACRE
Continued

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was referenced to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. A portion of the centerline of Grove City Road, having a bearing of South 87° 25' 43" East between Broadway and Front Street, is designated as the "basis of bearing" for this survey.

This description was prepared using documents of record, prior plats of survey and observed evidence from an actual field survey.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

John C. Dodgion
Professional Surveyor No. 8069

Date

Date: 09-15-15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-75-15
1st Reading: 09/21/15
Public Notice: 09/24/15
2nd Reading: 10/05/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-75-15

AN ORDINANCE TO VACATE A PORTION OF A SEWER EASEMENT BEHIND 5965 HOOVER ROAD

WHEREAS, the Kroger Company is expanding its store located in the Buckeye Grove Shopping Center on Hoover Road; and

WHEREAS, in conjunction with the expansion, it is necessary to move the existing sewer line and easement; and

WHEREAS, the Kroger Company has executed the new sewer easement, so the existing sewer easement may be vacated.

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

SECTION 1. The existing sewer easement depicted in Exhibit A and described in Exhibit B is hereby vacated.

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

C-75-15
EXHIBIT B

August 12, 2015

**DESCRIPTION OF A PORTION OF AN EXISTING EASEMENT, TO BE VACATED
BEHIND 5965 HOOVER ROAD,
CITY OF GROVE CITY, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of Grove City, in Virginia Military Survey No. 1434, and being a portion of an existing sanitary sewer easement running through Lot No. 3, both shown upon the plat entitled Buckeye Grove Shopping Center Plat, of record in Plat Book 90, Pages 36 and 37, all references to the Recorder's Office, Franklin County, Ohio, said portion of said easement to be vacated bounded and described as follows:

Beginning at a point within said Lot No. 3 and at a corner of said existing easement, said point being S 56° 40' 16" E a distance of 31.14 feet from a point at the south corner of a 1.794 acre tract of land conveyed, partially out of Lot No. 4 as shown upon said plat entitled Buckeye Grove Shopping Center Plat, to The Kroger Co., by deed of record in Instrument No. 201310280181223;

thence crossing said Lot No. 3 the following nine courses:

1. N 02° 43' 14" E and along a west line of said existing easement a distance of 388.79 feet to a point;
2. N 33° 44' 41" E and along a northwesterly line of said existing easement a distance of 296.85 feet to a point;
3. N 78° 44' 41" E and along a portion of a northerly line of said existing easement a distance of 137.65 feet to a point;
4. S 56° 14' 57" E and crossing said existing easement a distance of 28.28 feet to a point in a southerly line of said existing easement;
5. S 78° 44' 41" W and along a portion of southerly line of said existing easement a distance of 149.36 feet to a point;
6. S 33° 44' 41" W and along a southerly line of said existing easement a distance of 283.02 feet to a point;
7. S 02° 43' 14" W and along an east line of said existing easement a distance of 367.93 feet to a point;
8. S 33° 44' 41" W and crossing said existing easement a distance of 20.00 feet to a point in a southwesterly line of said existing easement;
9. N 56° 15' 19" W and along a portion of a southwesterly line of said existing easement a distance of 11.31 feet to the place of beginning;

containing 16,309 square feet (= 0.374 acre) of land, more or less.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey of said Lot No. 3 in January, 2012. Basis of bearings are based on the plat entitled Buckeye Grove Shopping Center Plat, of record in Plat Book 90, Pages 36 & 37, but rotated to State Plane Coordinates, derived from VRS observations referencing monument PID designation COLB, Ohio South Zone, NAD 83 (2011 Adjustment).

Kevin L. Baxter 8/12/15
Kevin L. Baxter,
Ohio Surveyor #7697



Exhibit A

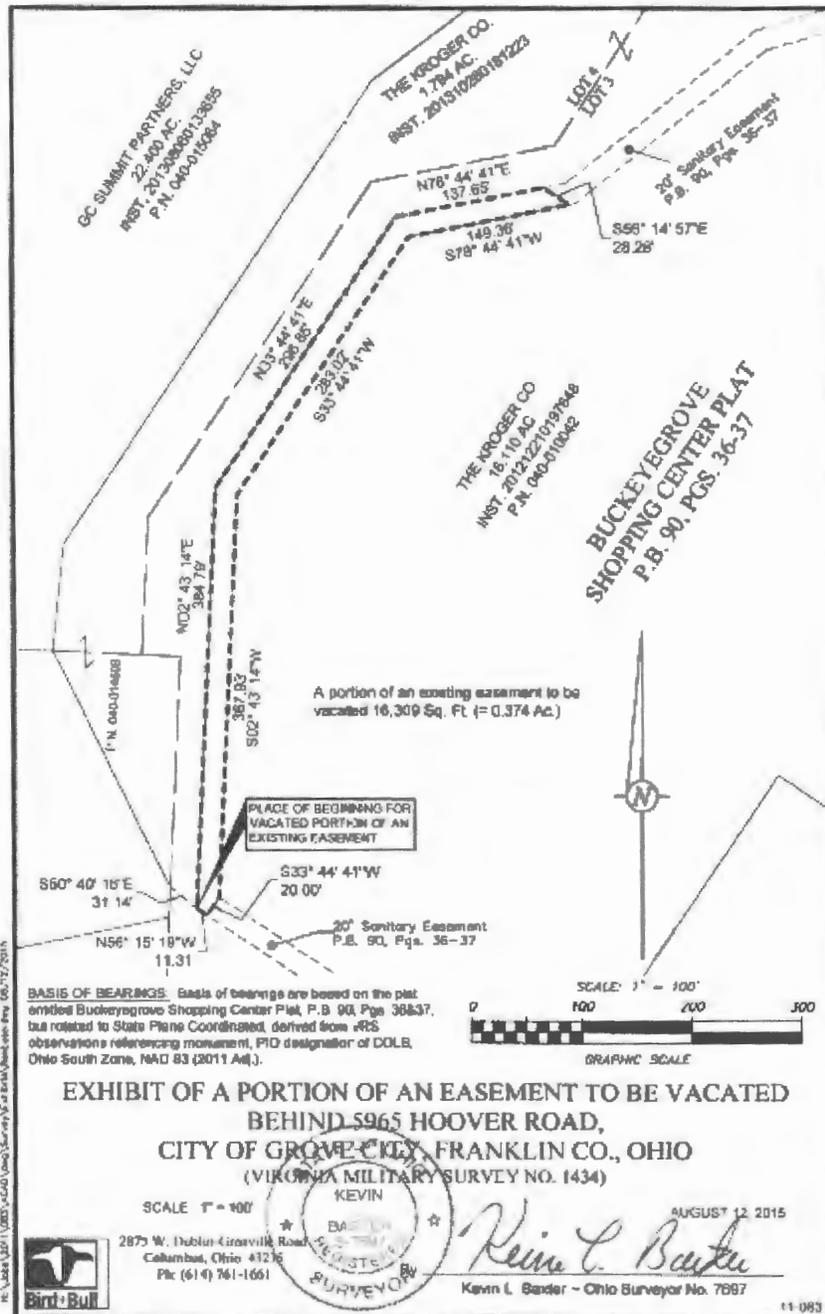


EXHIBIT B

August 12, 2015

DESCRIPTION OF A PORTION OF AN EXISTING EASEMENT, TO BE VACATED BEHIND 5945 HOOVER ROAD, CITY OF GROVE CITY, FRANKLIN CO., OHIO

Situated in the State of Ohio, County of Franklin, City of Grove City, in Virginia Military Survey No. 1434, and being a portion of an existing sanitary sewer easement running through Lot No. 3, both shown upon the plat entitled Buckeye Grove Shopping Center Plat, of record in Plat Book 90, Pages 36 and 37, all references to the Recorder's Office, Franklin County, Ohio, said portion of said easement to be vacated bounded and described as follows:

Beginning at a point within said Lot No. 3 and at a corner of said existing easement, said point being S 50° 40' 16" E a distance of 31.14 feet from a point at the south corner of a 1.794 acre tract of land conveyed, partially out of Lot No. 4 as shown upon said plat entitled Buckeye Grove Shopping Center Plat, to The Kroger Co., by deed of record in Instrument No. 201310280181223;

thence crossing said Lot No. 3 the following nine courses:

1. N 02° 43' 14" E and along a west line of said existing easement a distance of 384.79 feet to a point;
2. N 33° 44' 41" E and along a northwesterly line of said existing easement a distance of 296.85 feet to a point;
3. N 78° 44' 41" E and along a portion of a northerly line of said existing easement a distance of 137.65 feet to a point;
4. S 36° 14' 57" E and crossing said existing easement a distance of 28.28 feet to a point in a southerly line of said existing easement;
5. S 78° 44' 41" W and along a portion of southerly line of said existing easement a distance of 149.36 feet to a point;
6. S 33° 44' 41" W and along a southerly line of said existing easement a distance of 283.02 feet to a point;
7. S 02° 43' 14" W and along an east line of said existing easement a distance of 367.93 feet to a point;
8. S 33° 44' 41" W and crossing said existing easement a distance of 20.00 feet to a point in a southwesterly line of said existing easement;
9. N 56° 15' 19" W and along a portion of a southwesterly line of said existing easement a distance of 11.31 feet to the place of beginning;

containing 16,309 square feet (= 0.374 acre) of land, more or less.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey of said Lot No. 3 in January, 2012. Basis of bearings are based on the plat entitled Buckeye Grove Shopping Center Plat, of record in Plat Book 90, Pages 36 & 37, but related to State Plane Coordinates, derived from VRS observations referencing monument PID designation COLB, Ohio South Zone, NAD 83 (2011 Adjustment).

Kevin L. Baxter 8/12/15
Kevin L. Baxter,
Ohio Surveyor #7697



Date: 09/15/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-76-15
1st Reading: 09/21/15
Public Notice: 9/24/15
2nd Reading: 10/05/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-76-15

AN ORDINANCE TO ACCEPT THE PLAT OF PINNACLE CLUB, SECTION 2, PHASE 9

WHEREAS, Pinnacle Club, Section 2, Phase 9, a subdivision containing lots 979 to 1033 inclusive, and areas designated as Reserves "CCC", "DDD", "EEE", "FFF", and "GGG", has been submitted to Council for their consideration.

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

SECTION 1. The Plat of Pinnacle Club, Section 2, Phase 9, 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 13.714 acres of land, more or less. Said 13.714 acres being part of those tracts of land conveyed to M/I Homes of Central Ohio, LLC, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

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

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

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: 09/15/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-77-15
1st Reading: 09/21/15
Public Notice: 09/24/15
2nd Reading: 10/05/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-77-15

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 16.45+ ACRES LOCATED AT 3655 ORDERS ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 16.45+ acres, more or less, in Jackson Township was duly filed by Joseph D. & Marcia L. Brown; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on June 30, 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 July 14, 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 Joseph D. & Marcia L. Brown being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on May 26, 2015 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on June 30, 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. 1383 and 1434. 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 PUD-R, as approved by Ord. C-47-15, and shall be placed in Ward 1. 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

C-77-15

RECEIVED

MAY 26 2015

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

RECEIVED
MAY 26 2015
ANN-EXP 15-15
Franklin County Planning Department
Franklin County, Ohio
LEGAL DESCRIPTION

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
DEAN C. RINGLE, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By BB Date 5/26/15

FOR ANNEXATION TO THE CITY OF GROVE CITY
16.451 ACRES
Exhibit A

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Survey Numbers 1383 and 1434 of the Virginia Military District and being more fully 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 the southeasterly corner of the 0.896 acre tract and a northeasterly corner of the 15.974 acre tract conveyed to Joseph D. Brown and Marcia L. Brown by deed of record in Instrument Number 201504220051137 and being the **PRINCIPAL PLACE OF BEGINNING**;

thence, continuing South 02° 36' 56" West, 254.58 feet, along the centerline of Haughn Road and the easterly line of the Brown 15.974 acre tract, to the southeasterly corner of the latter;

thence, North 82° 23' 04" West, 810.50 feet, along the southerly line of the Brown 15.974 acre tract, to the southwesterly corner of same;

thence, North 02° 36' 56" East, 889.58 feet, along the westerly line of the Brown 15.974 acre tract, to the northwesterly corner of same and being also in the southerly line of the 2.250 acre tract (South right of way line of Orders Road) conveyed to the City of Grove City, Ohio by deed of record in Instrument Number 201410310144844;

thence, South 86° 59' 05" East, 172.94 feet, along the southerly line of the 2.250 acre tract (South right of way line of Orders Road) and the northerly line of the Brown 15.974 acre tract, to the intersection of same with the southerly projected west line of the 0.580 acre tract conveyed to Sean P. Adams by deed of record in Instrument Number 201209200140810;

thence, North 03° 00' 55" East, 80.00 feet, along the southerly projected west line of the 0.580 acre tract, to the intersection of same with the northerly right of way line of Orders Road

and the Corporation Line of the City of Grove City by Ordinance C-29-02 recorded in Instrument Number 200204260105091;

thence, South 86° 59' 05" East, 259.96 feet, along the northerly right of way line of Orders Road and the Corporation Line of the City of Grove City, to the intersection of same with the easterly line of the 1.4635 acre tract conveyed to Kyle S. Dupler and Mary J. Dupler by deed of record in Instrument Number 199111001015232, crossing at 109.96 feet, the east line of the Adams 0.580 acre tract and the west line of the Dupler 1.4635 acre tract;

thence, South 02° 56' 45" West, 80.00 feet, along the southerly projected east line of the Dupler 1.4635 acre tract, to the intersection of same with the southerly line of City 2.250 acre tract (South right of way line of Orders Road), and the northerly line of the Brown 15.974 acre tract;

thence, South 86° 59' 05" East, 218.50 feet, along the southerly line of the 2.250 acre tract (South right of way line of Orders Road) and the northerly line of the Brown 15.974 acre tract, to a point;

thence, South 26° 06' 28" East, 114.30 feet, along a southwesterly line of the 2.250 acre tract (Westerly right of way line of Haughn Road) and a northeasterly line of the Brown 15.974 acre tract, to a point ;

thence, South 09° 55' 41" East, 234.82 feet, along a southwesterly line of the 2.250 acre tract (Westerly right of way line of Haughn Road) and a northeasterly line of the Brown tract, to the intersection of same with 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 (Westerly right of way line of Haughn Road) and an easterly line of the Brown tract, to 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.

Containing 16.451 acres more or less being annexed to the City of Grove City, 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 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 annexation plat and description 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

Steven E. Bowersox

Steven E. Bowersox

5/22/2015

Date

Professional Surveyor No 7059



ANNEXATION OF 16.451 ACRES
FROM JACKSON TOWNSHIP TO CITY OF GROVE CITY
 BEING SITUATE IN VIRGINIA MILITARY
 SURVEYS 1383 AND 1434,
 TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN,
 STATE OF OHIO

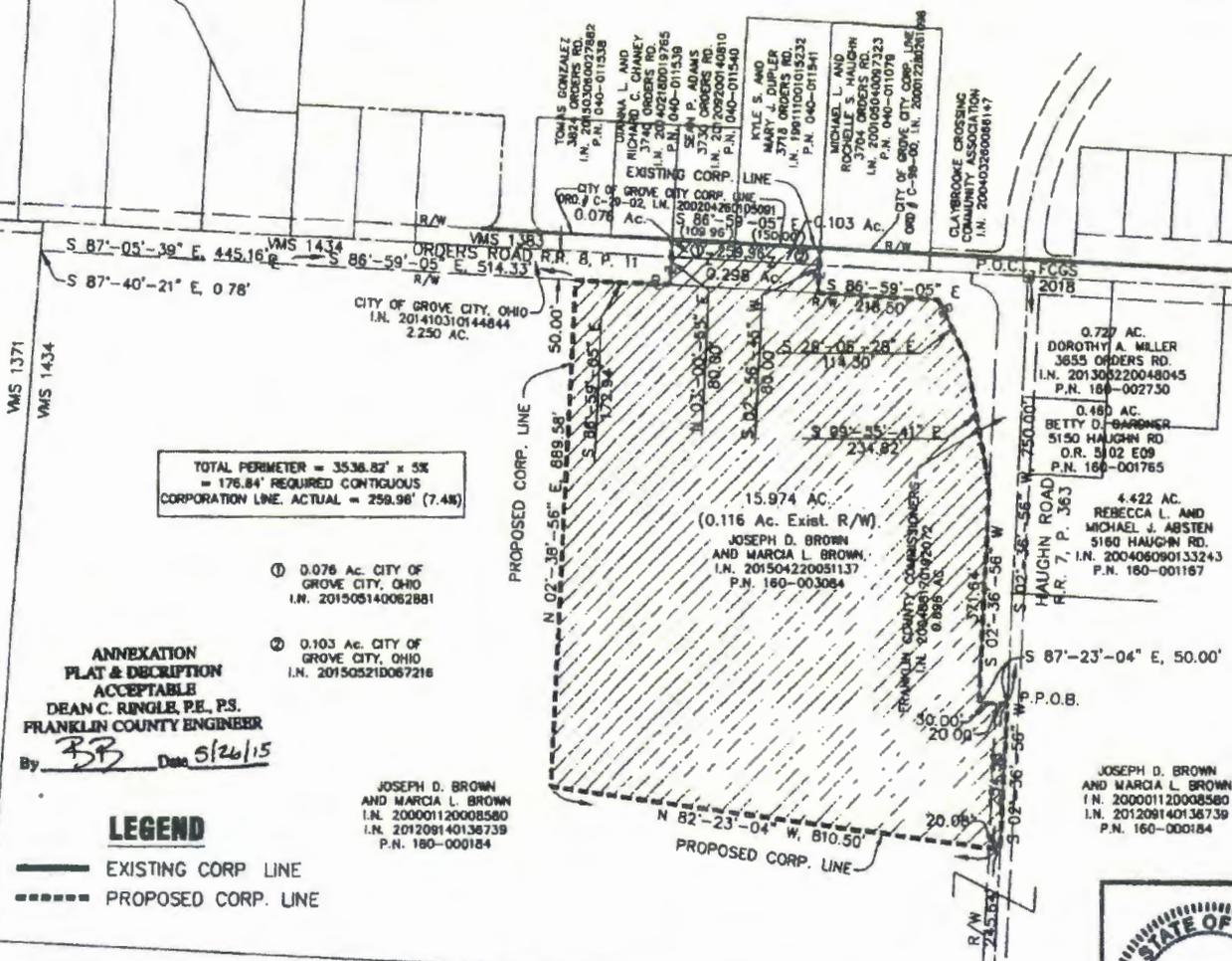
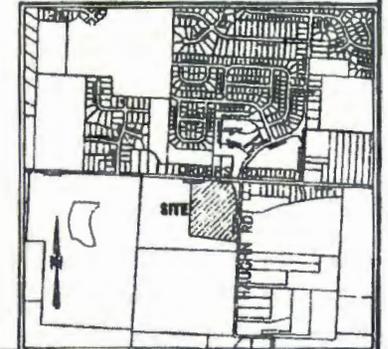
RECEIVED

MAY 28 2015

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

The bearings shown on this plat 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 plat.

SCALE: 1"=200'



TOTAL PERIMETER = 3536.82' x 5%
 = 176.84' REQUIRED CONTIGUOUS
 CORPORATION LINE. ACTUAL = 259.96' (7.4%)

① 0.076 Ac. CITY OF GROVE CITY, OHIO
 I.N. 201505140062881

② 0.103 Ac. CITY OF GROVE CITY, OHIO
 I.N. 20150521D067216

ANNEXATION PLAT & DESCRIPTION ACCEPTABLE
 DEAN C. RINGLE, P.E., P.S.
 FRANKLIN COUNTY ENGINEER
 By DR Date 5/26/15

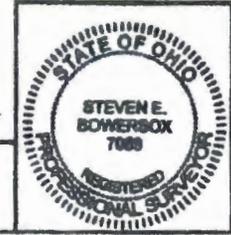
LEGEND

- EXISTING CORP. LINE
- - - - - PROPOSED CORP. LINE

NOTE:
 THIS ANNEXATION DOES NOT CREATE ISLANDS OF UNINCORPORATED AREA WITHIN THE LIMITS OF THE AREA TO BE ANNEXED.

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

5/22/2015
 DATE



CHOICE ONE ENGINEERING
 440 E. HOEWISHER ROAD SEDNEY, OHIO 45345 (937) 497-0200
 203 W. LOVELAND AVENUE LOVELAND, OHIO 45140 (513) 239-8554
 www.choiceoneengineering.com

| | |
|---------------|--------------|
| DATE: | 05-22-2015 |
| DRAWN BY: | seb |
| JOB NUMBER: | FRA-GCI-1403 |
| SHEET NUMBER: | 1 OF 1 |

CR-32-15

C-77-15

Date: 09/15/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-55-15
1st Reading: 09/21/15
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-55-15

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR STORY POINT LOCATED AT 3655 ORDERS ROAD

WHEREAS, on September 08, 2015, the Planning Commission recommended approval of the Development Plan for Story Point, with the following deviations and stipulations:

1. Deviations to the Zoning Text for the site shall be granted to permit the southern building setback to be reduced by 8' and the southern parking setback to be reduced by 1';
2. A Bike Path shall be installed along Haughn Road to connect to the Orders Road bike path
3. The 0.505 acres at the southeast corner of the site shall be dedicated to the City for right-of-way prior to site improvement plan approval;
4. Lighting fixture type CL4 shall be removed from the photometric plan (sheet ES01);
5. The Orders Road exit shall be right-turn only.

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 Story Point, 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: 09-15-15
Introduced By: Ms. KMcGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-56-15
1st Reading: 09/21/15
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-56-15

A RESOLUTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS FOR THE CONSTRUCTION OF O'REILLY AUTO PARTS LOCATED SOUTH OF SOUTHWEST BLVD. AND WEST OF BROADWAY IN THE HISTORICAL PRESERVATION AREA

WHEREAS, Section 1138.05 (a) of the Codified Ordinances states that a Certificate of Appropriateness is required from the Planning Commission prior to any new construction, remodeling, reconstruction or demolition, unless otherwise provided in subsection (c) hereof; and

WHEREAS, on September 04, 20157 the Planning Commission recommended approval of the Certificate of Appropriateness request for the construction of a new building located south of Southwest Blvd. and west of Broadway for O'Reilly Auto Parts.

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 construction of a new building located south of Southwest Blvd. and west of Broadway for O'Reilly Auto Parts.

SECTION 2. 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: 09/15/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days
Current Expense: _____

No. : CR-57-15
1st Reading: 09/21/15
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-57-15

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR O'REILLY AUTO PARTS LOCATED ORDERS ROAD

WHEREAS, on September 08, 2015, the Planning Commission recommended approval of the Development Plan for O'Reilly Auto Parts, with the following deviations and stipulations:

1. The proposed drive approach on Southwest Blvd. shall be removed from all plan sheets;
2. A **deviation** of the front parking lot shall be permitted to encroach into the front building setback by 5';
3. The dry pond shall be converted to a wet pond (in compliance with the City's Pond Design Standards) or stormwater shall be stored underground;
4. A Special Flood Hazard Development Permit shall be obtained from the Building Division for all applicable improvements located within the floodplain to ensure compliance with Chapter 1329;
5. The applicant shall work with the Urban Forester to select and install additional landscaping within the Stream Corridor Protection Zone;
6. Landscaping shall be installed on the south side of the building. The applicant shall work with the Urban Forester to determine appropriate plantings for this area to break up the visual mass of the building.

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 O'Reilly Auto Parts, 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

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: 09/15/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-58-15
1st Reading: 09/21/15
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-58-15

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR CANAAN LAND CHURCH EXPANSION LOCATED AT 2777 GANTZ ROAD

WHEREAS, on September 08, 2015, the Planning Commission recommended approval of the Development Plan for Canaan Land Church Expansion, with the following deviations and stipulations:

1. The proposed pond areas shall be addressed in the site improvement plan;
2. 18" curbing shall be installed in the proposed parking lot expansion;
3. A fire hydrant shall be installed, as requested by the Fire Department;
4. Screening shall be installed along the western property boundary where the new parking lot is proposed. Screening shall be in the form of a mound or fence with supplemental landscaping. The applicant shall work with the Urban Forester to select appropriate landscaping for the area.
5. A photometric plan shall be submitted showing all vehicular and pedestrian areas meet the 0.5 foot candle minimum.

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

SECTION 1. This Council hereby approves the Development Plan for Canaan Land Church Expansion, located at 2777 Gantz Road, contingent upon the deviations and stipulations set by Planning Commission.

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

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

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: 09/15/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-59-15
1st Reading: 09/21/15
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-59-15

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR A MULTI TENANT BUILDING LOCATED AT 4145 BUCKEYE PARKWAY

WHEREAS, on September 08, 2015, the Planning Commission recommended approval of the Development Plan for a Multi-tenant Building at 4145 Buckeye Parkway, with the following stipulations:

1. A photometric plan shall be submitted, showing that all vehicular and pedestrian areas meet the required 0.5 foot candle minimum;
2. Wall signs shall be comprised if individually mounted channel letters with no exposed neon or raceway;
3. Wall signs shall not exceed a combined maximum of 120 square feet;
4. A development plan amendment will be required for any monument sign on the site;
5. The location of site details shown on Sheet A3 shall be shown on the site plan (Sheet 2/6).

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 a Multi-Tenant Building located at 4145 Buckeye Pkwy., 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.