

GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

Nov. 04, 2013

6:00 Revenue Review & Caucus

7:00 - Reg. Meet.

PRESENTATION: Historical Committee Oaths of Office; Mid-Ohio; Southern Cols. Crossfit

FINANCE: Mr. Bennett

Ordinance C-73-13 Authorize the City Administrator to enter into a Lease Agreement with the Southwest Public Library for the Current Library site. First reading.

Ordinance C-74-13 Authorize the City Administrator to enter into a Lease/Purchase Agreement with Southwest Public Library for the Future Library site. First reading.

Resolution CR-49-13 Approve an Amendment to the City's Investment Policy.

SAFETY: Mr. Davis

Ordinance C-71-13 Authorize the City Administrator to enter into a Multi-Year Cooperative Agreement with Franklin County. Second reading and public hearing.

LANDS: Ms. Klemack-McGraw

Ordinance C-72-13 Accept a certain Parcel of Real Estate and Dedicate such Parcel for Public Use. Second reading and public hearing.

Resolution CR-50-13 Ratify the Amended Articles of Agreement and By-Laws of the Mid-Ohio Regional Planning Commission.

Resolution CR-51-13 Approve the Development Plan for Tosoh, SMD located at 3600 Gantz Rd.

ON FILE: Minutes of Oct. 21, Regular Council Meetings

Oct. 24 Minutes of Plan. Comm.

Date: 10/28/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No. : C-73-13
1st Reading: 11/04/13
Public Notice: 11/07/13
2nd Reading: 11/18/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-73-13

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE SOUTHWEST PUBLIC LIBRARY FOR THE CURRENT LIBRARY SITE

WHEREAS, Council enacted Ordinance C-28-13 that approved a Development Agreement for the Southwest Public Library for the development of a new Library in the Town Center; and

WHEREAS, as part of the Agreement, the Southwest Public Library will transfer the current library site to the City; and

WHEREAS, the Southwest Public Library will continue to occupy the current library site, under the terms of the Lease Agreement attached hereto, while the new library is being constructed in the Town Center; and

WHEREAS, because the lease agreement term exceeds twelve (12) months, it must be approved by Ordinance.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute a multi-year Lease Agreement with the Southwest Public Library for the current library site as set forth in Exhibit "A".

SECTION 2. While the general terms of the lease agreement have been finalized, City Council recognizes that additional changes may be necessary in order to finalize the Lease Agreement with the Southwest Public Library. Accordingly, the City Administrator is hereby authorized to make necessary changes so long as they do not materially affect the terms and conditions approved herein.

SECTION 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-73-13
Exhibit "A"
LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") by and between **CITY OF GROVE CITY, OHIO**, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter ("Landlord") and **SOUTHWEST PUBLIC LIBRARY**, a school district public library organized and existing under Chapter 3375 of the Ohio Revised Code ("Tenant") is made as of the ____ day of _____, 2013. Landlord and Tenant, when referred to collectively herein, shall be the "Parties" hereto this Lease.

1. Fundamental Lease Provisions. The following is a summary of the fundamental lease provisions which are set forth in this Section 1 for reference.

1.1. Underlying Development Agreement: This Lease is entered into by the Parties pursuant to the terms of that certain Development Agreement entered into by Landlord and Tenant dated _____ ("Development Agreement"). The Parties agree that the Development Agreement, along with this Lease, shall govern the Parties' rights and responsibilities in connection with this Premises and with a new premises that, after this Lease expires, the Parties intend for Tenant's occupation, use, and eventual ownership pursuant to a separate lease/purchase agreement. The terms of the Development Agreement which relate to the lease of the Premises are hereby incorporated herein by reference, and in the event of a conflict between the terms of this Lease and the terms of the Development Agreement, the terms of the Development Agreement shall prevail

1.2. Effective Date of Lease: _____, 2013

1.3. Location and Description of Premises: 3359 Park Street, Grove City, Ohio, 43123, and more specifically described in Exhibit A attached hereto.

1.4. Address of Landlord:

1.5. Address of Tenant: 3359 Park Street, Grove City, Ohio, 43123.

1.6. Term Commencement: Upon occurrence of Finance Closing, as defined in the Development Agreement, or upon an earlier date if agreed to by Landlord and Tenant.

1.7. Term Expiration: Upon Tenant's vacation of the Premises after completion of the New Library (as defined in the Development Agreement), or upon termination as provided herein.

1.8. Base Rent: Until the City Securities (as defined in the Development Agreement) are issued, One Dollar (\$1.00) per year. From and after the date on which the City Securities are issued, annual rent equal to the lesser of: (i) fifty percent (50%) of the City's Debt Service Payment (as defined in the Development Agreement); or (ii) \$300,000.00.

1.9. Permitted Use: Any use permitted under applicable laws, rules, and regulations and in accordance with the applicable provisions of the Development Agreement.

2. Demise; Term.

2.1. Demise. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord upon and subject to the terms, covenants and conditions set forth herein, the Premises described in Section 1.3 hereof (the "Premises").

2.2. Term. The term of this Lease (the "Term") commences on the date set forth in Section 1.6 hereof (the "Commencement Date") and shall end on the date set forth in Section 1.7 hereof unless sooner terminated hereunder.

2.3. Acceptance of Premises. Tenant hereby accepts the Premises in an "AS-IS" condition, it being hereby expressly understood that Landlord has made no representations or warranties with respect thereto and that Tenant has inspected the Premises and found the same to be in satisfactory condition.

2.4. Contingencies. Notwithstanding anything in this Lease to the Contrary, Tenant shall not be required to deliver Base Rent to Landlord (though Base Rent shall accrue) until Landlord delivers to Tenant a Subordination, Non-Disturbance and Attornment Agreement from Landlord's current lender, if any, in a form reasonably acceptable to Tenant, except that in no event will Base Rent be permitted to accrue beyond _____, 20__, and all accrued Base Rent shall be due and payable on such date.

3. Rents. Tenant covenants and agrees to pay to Landlord for the use and occupancy of the Premises, at the times and in the manner hereinafter provided, without demand, deduction or set-off, the following sums of money:

3.1. Base Rent. Tenant shall pay to Landlord as "Base Rent" for the Premises during the Term the amount set forth in Section 1.8 hereof, payable in 12 monthly installments each equaling one-twelfth (1/12th) of the amount of the annual Base Rent. In the event the Commencement Date falls on any day of the month other than the first day of the month, Base Rent for that initial month shall be prorated based on a thirty (30) day month. Tenant's obligation hereunder to pay Base Rent shall cease concurrently with the commencement of Tenant's obligation to pay base rent under the Lease/Purchase Agreement (as defined in the Development Agreement) for the New Library.

3.2. Additional Rent. Tenant shall also pay, as "Additional Rent", all other sums of money or charges required to be paid by Tenant to Landlord under the terms of this Lease. Base Rent and Additional Rent are sometimes hereinafter collectively referred to as "Rents".

3.3. Manner of Payment. All payments due from Tenant to Landlord hereunder shall be made to Landlord without demand, deduction or set-off at Landlord's address set forth in Section 1.4 hereof or to such other person or such other place as Landlord may from time to time designate in writing to Tenant. All installments of Rents due for

a partial month or partial year at the beginning or end of the Term shall be prorated based on a 30-day month and a 360-day year.

4. Use.

4.1. Permitted Use. The Premises shall be used solely for the permitted use specified in Section 1.9 hereof and for no other purpose without the prior written consent of Landlord, which consent can be withheld in Landlord's sole discretion.

4.2. Conduct of Tenant. Tenant shall use the Premises in a careful, safe and proper manner, shall not commit or suffer waste on or about the Premises, and shall not make or permit any use of the Premises which would constitute a nuisance. Tenant shall comply with all laws, rules, regulations, orders and requirements of all governmental authorities which in any way affect, directly or indirectly, the Premises or Tenant's use thereof. Tenant shall comply with any and all reasonable rules and regulations promulgated by Landlord with respect to the use of the Premises.

4.3. Signs. Tenant shall comply with all applicable laws, rules, regulations, orders and requirements of governmental authorities with respect to such signs. Tenant shall maintain any signs which are located on the Premises in good condition and repair. Tenant shall have the right to install such additional signage as Tenant may elect for its operations, at Tenant's sole cost and expense and subject to applicable laws, rules, regulations, orders and requirements of governmental authorities. Upon expiration or termination of this Lease upon Landlord's request, Tenant shall, at Tenant's expense, remove all signs placed by Tenant in or on the Premises, and repair any damage caused by such removal.

5. Maintenance and Repair of Premises.

5.1. Obligations of Landlord. Intentionally deleted.

5.2. Obligations of Tenant. Tenant agrees, at its sole cost and expense, to maintain the Premises in a good and safe condition, including the fixtures, windows, doors, floors, and equipment. In addition, Tenant shall be responsible for the maintenance and good repair, at its sole cost and expense of: (i) the structure of the Premises; (ii) the roof of the Premises; (iii) the equipment and other components of the plumbing, electrical, and HVAC systems of the Premises; (iv) utility lines serving the Premises; or (v) landscaping, parking lot, sidewalks, and driveways on the Premises, all of which shall be the sole responsibility of Tenant to maintain in good condition and repair. Tenant shall also keep the Premises reasonably free from ice, snow and debris.

6. Access to Premises. Landlord and its agents, employees and contractors shall have the right to enter upon the Premises at all reasonable times, but only after at least forty eight (48) hours prior notice to Tenant (except for emergencies) for purposes of making repairs or improvements.

7. Utilities. All utilities and services to the Premises, including, without limitation, water, sewer, gas, electricity, telephone, data, security, cable TV and trash removal, shall be secured and paid for by Tenant, at its sole cost and expense.

8. Interruption of Services. No interruption or diminution of any utility or other services to the Premises shall result in any abatement of Rents, nor shall Landlord be liable for any damages or costs resulting therefrom.

9. Personal Property. All inventory, furnishings, trade fixtures, equipment and other personal property (collectively "Personal Property") of Tenant or any third party shall be stored or kept at the sole risk of Tenant, and Landlord shall not be liable for any loss or damage thereto, except to the extent caused by Landlord's acts, errors, or omissions. Tenant shall remove all Personal Property from the Premises upon the expiration or earlier termination of this Lease and Tenant shall promptly repair, at its sole cost and expense, any damage caused by such removal.

10. Alterations and Improvements.

10.1 Tenant, although not required, may make alterations or improvements to the Premises with the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. Tenant shall obtain, at its expense and prior to the commencement of any such alterations or improvements, all necessary licenses, permits and other approvals of all governmental authorities having jurisdiction over the Premises. Any alterations and improvements made by Tenant, whether or not approved by Landlord, shall, at the option of Landlord, become a part of the Premises and the property of Landlord, and Tenant shall have no right to remove any such alterations or improvements unless Landlord informs Tenant that any alteration or improvement is NOT to become the property of Landlord, and that Tenant must remove such alteration or improvement upon the expiration or earlier termination of this Lease; in which event Tenant must immediately upon the expiration or earlier termination of this Lease remove such alteration or improvement and restore the Premises to as close to its condition when delivered to Tenant as is reasonably possible and repair any and all damage caused by such removal and restoration, all at Tenant's sole cost and expense. Notwithstanding the preceding sentence to the contrary, Tenant shall not be obligated to remove such alteration or improvement unless Landlord has provided Tenant with a list of such alterations and improvements to be removed within sixty (60) days prior to the expiration of this Lease, or within a reasonable period of time prior to the earlier termination of this Lease, it being hereby agreed that providing such a list to Tenant within 15 days of delivery of a notice of termination of this Lease shall be considered to be within a reasonable period of time.

10.2 Tenant shall (i) promptly pay all contractors, laborers and material suppliers performing work or supplying materials on behalf of Tenant at the Premises, (ii) not permit any liens to be filed against the Premises and (iii) to the extent permitted by law, indemnify and defend Landlord from all losses, costs, claims and expenses (including attorneys' fees, expenses and disbursements) incurred by Landlord as a result of Tenant's breach of this Section 10. In the event that any such lien is filed against the Premises, Tenant shall discharge or bond-off the same within 30 days after the filing thereof or Landlord may, without obligation to

do so, take such action as Landlord deems appropriate, including, without limitation, paying or bonding off such lien, with all amounts expended by Landlord, including, without limitation, attorneys' fees, expenses and disbursements, shall be payable by Tenant to Landlord on demand as Additional Rent.

11. Assignment and Subletting. Neither Landlord nor Tenant shall assign this Lease, or any interest herein or portion thereof, without the prior written consent of the other party, which consent may be withheld or conditioned in either party's sole discretion. Tenant shall not sublet this lease without the prior written consent of Landlord.

12. Damage and Destruction. If the improvements on the Premises are wholly or partially damaged or destroyed by fire or other casualty, Landlord may, within ninety (90) days after such fire or other casualty, terminate this Lease upon sixty (60) days written notice to Tenant. If Landlord decides, in Landlord's sole discretion, to restore and rebuild the improvements on the Premises, Tenant shall pay over all insurance proceeds to Landlord as provided below in this Section 12, and Landlord shall restore and rebuild the same to substantially the same condition which existed on the effective date of this Lease, this Lease shall remain in full force and effect and Rents shall abate in proportion to the area of the Premises rendered untenable from the date of such casualty until the completion of Landlord's restoration and rebuilding.

13. Condemnation. If all or any material portion, as reasonably determined by Landlord, of the Premises are taken under the power of eminent domain or conveyed in lieu thereof, this Lease shall terminate effective on the date of transfer of title and all Rents shall be adjusted as of such date. All proceeds from such taking or conveyance in lieu thereof shall be the sole property of Landlord, and Tenant shall not be entitled to any portion thereof. Tenant shall be permitted to independently seek a separate claim (separate and not in conjunction with Landlord) against the appropriate condemning authority.

14. Taxes

14.1. Real Estate Taxes. If applicable to the Premises, Tenant shall be liable for any real estate taxes and assessments for the Premises which accrue during the Term (collectively, "Real Estate Taxes").

14.2. Tenant's Taxes. Tenant shall pay before delinquency (i) all taxes and assessments levied against the Personal Property, (ii) all taxes, assessments, fees and other charges levied against Tenant and (iii) all taxes, assessments, fees and other charges levied against the use of the Premises and Tenant's business operations therein.

15. Insurance.

15.1. Policies.

a. Liability. Tenant shall procure, at Tenant's expense, and maintain during the Term comprehensive general public liability insurance against claims for personal injury, death and property damage occurring on or about the Premises or resulting from

the occupancy or use of the Premises by Tenant or any officer, employee, agent, customer, licensee, invitee or sublessee of Tenant. All such insurance shall have minimum limits of liability of Two Million Dollars (\$2,000,000) per occurrence and One Million Dollars (\$1,000,000) property damage.

b. Property. Tenant shall, at Tenant's expense, maintain special form property insurance covering the building and other improvements located on the Premises, in the full replacement value thereof (with deductibles of no more than \$25,000).

c. Personal Property. Tenant, at Tenant's sole option and expense, may maintain during the Term hazard insurance with respect to all Personal Property located in, on or about the Premises, insuring the Personal Property against loss or damage resulting from fire, water damage caused by any means and other hazards customarily insured against in a "broad form" extended coverage policy in an amount not less than the full replacement cost of the Personal Property.

d. General Requirements. All insurance policies required to be maintained by Landlord pursuant to this Section shall be in form and content and issued by insurers reasonably acceptable to Tenant. Prior to the Commencement Date and not less than thirty (30) days prior to the expiration date of any policy or policies, certificates of the initial policy or renewal policies, as the case may be, or other satisfactory evidence of such insurance coverage shall be delivered by Landlord to Tenant. The liability policy required by subsection a. shall (i) name Tenant as an additional insured and/or additional loss payees, as the case may be, (ii) provide that it cannot be canceled for any reason without thirty (30) days prior written notice to Tenant, and (iii) provide that the policy of insurance shall provide primary coverage.

15.2. Waiver of Subrogation. Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, or required to be carried under this Lease, the party carrying or required to carry such insurance and suffering the loss hereby releases, on behalf of itself and its insurance carrier, the other of and from any and all claim with respect to such loss to the extent of such insurance; and further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

16. Default and Remedies.

16.1. The occurrence of any one or more of the following shall constitute a default and breach of this Lease by Tenant (each a "Tenant Default"):

(i) The failure of Tenant to make any payment of Rents or any other amount payable to Landlord under this Lease within ten (10) days after the date due;

(ii) The failure of Tenant to observe or perform any other provision of this Lease, other than those described in subparagraph "i" above, within thirty (30) days after notice by Landlord to Tenant; provided, if more than thirty (30) days is reasonably required to cure such failure, Tenant shall not be in default if Tenant commences such cure

within said thirty (30) day period and diligently prosecutes such cure to completion within thirty (30) days after such notice;

(iii) The abandonment of the Premises;

16.2. Upon a Tenant Default, Landlord may, at Landlord's option (i) terminate this Lease by written notice to Tenant and reenter the Premises and dispossess Tenant or other occupants by summary proceedings or otherwise and remove their effects and repossess the Premises with Tenant remaining liable for its obligations hereunder, or (ii) enter the Premises by written notice to Tenant and dispossess Tenant or other occupants by summary proceedings or otherwise, without terminating this Lease or Tenant's obligations hereunder. In no event shall this Lease be deemed terminated unless and until Landlord sends written notice of termination to Tenant.

16.3. If this Lease is terminated according to Section 16.2 hereof, Tenant shall be liable to Landlord for all Rents then due to Landlord from Tenant. If this Lease is terminated as provided in Section 16.2 hereof, Landlord shall use reasonable efforts to re-let the Premises and to otherwise mitigate Landlord's damages.

16.4. Landlord's failure or refusal to perform any provision of this Lease or the Development Agreement which it is obligated to perform or the breach of any representation, warranty or covenant in this Lease or the Development Agreement, and the continuation of such failure or refusal for thirty (30) days after receipt of written notice from Tenant of such failure or refusal, shall be a default by Landlord. In the event of a default by Landlord, and without waiving any other remedy or claim for damages or breach of this Lease or the Development Agreement, Tenant may elect to cure the default at Landlord's reasonable expense. If Tenant incurs any costs or expenses because of Landlord's default, the reasonable sums paid by Tenant shall be due from Landlord to Tenant upon demand, shall bear interest from the date such costs or expenses are incurred until repaid by Landlord at the rate of seven percent (7%) per annum. If Landlord fails to reimburse Tenant for costs incurred by Tenant to cure Landlord's default within thirty (30) days of invoice therefor, Tenant shall have the right to deduct the costs thereof from installments of Base Rent next falling due.

17. Indemnification. To the extent permitted by law, Tenant shall indemnify, defend and hold Landlord, its directors, officers and shareholders, harmless from and against any and all losses, liabilities, damages, claims, costs and expenses, including, without limitation, reasonable attorneys' fees, expenses and disbursements for injuries to or death of persons and damage to property sustained in, on or about the Premises or resulting from the use or occupancy of the Premises by Tenant, or any officer, employee, agent, customer, licensee, invitee or sublessee of Tenant or the failure of Tenant to perform and observe the obligations of Tenant under this Lease except to the extent resulting from the negligence or misconduct of Landlord, its employees, agents or contractors.

18. Notices. Any notice, demand, request or statement required or intended to be given or delivered under the terms of this Lease shall be in writing, and either (i) personally delivered, or (ii) sent by United States Mail, postage prepaid, registered or certified mail, return

receipt requested, or (iii) reputable overnight courier which provides written evidence of receipt, addressed to the party to be notified at the address set forth in Section 1 hereof, or such other address as either party may hereafter designate by written notice to the other party, and shall be deemed to be delivered on the earlier to occur of (i) actual receipt, (ii) one business day after deposit with an overnight courier service, or (iii) three business days after deposit with the United States Postal Service.

19. Quiet Enjoyment. Landlord covenants that, so long as Tenant pays all Rents hereunder when due and keeps and performs all of its covenants under this Lease, Tenant shall at all times during the Term peaceably and quietly have and enjoy the Premises without hindrance or molestation by Landlord, subject to the terms of this Lease and any encumbrances affecting the Premises.

20. Non-Waiver. The failure of Landlord or Tenant to enforce any of its rights under this Lease for the breach of any of the terms hereof shall not be a waiver of the rights of Landlord or Tenant to exercise any such rights as to any subsequent breaches of the same or other terms of this Lease.

21. Entire Agreement. This Lease, the Exhibits hereto, the Development Agreement and the Exhibits incorporated therein are incorporated herein and set forth the entire agreement between the Parties with respect to the Premises. Any prior conversations or writings not expressly incorporated herein are extinguished. No subsequent amendment to this Lease or document incorporated herein shall be binding upon Landlord or Tenant unless reduced to writing and signed by the party to be charged.

22. Captions. The captions appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any provision of this Lease or in any way affect the interpretation of this Lease.

23. Governing Law. This Lease shall be governed by and construed in accordance the laws of the State of Ohio.

24. Invalidity of Provisions. If any provision of this Lease or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such provision to other circumstances shall not be affected thereby.

25. Successors and Assigns. This Lease shall inure to the benefit of and be binding upon the Parties hereto and their respective permitted successors and assigns.

26. No Brokers. Except as otherwise provided herein, Landlord and Tenant each warrant and represent to the other that they did not deal with any real estate broker in connection with the negotiation, execution and delivery of this Lease. Each party agrees to indemnify, defend, and save the other harmless from and against any and all liabilities, costs, causes of action, damages and expenses, including, without limitation, attorneys' fees, with

respect to or arising out of any claims made by any real estate broker, agent or finder with respect to this lease in breach of the foregoing representation.

27. Landlord's Representations, Warranties and Covenants:

(a) Landlord is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Ohio and has full power and authority, and has obtained all necessary consents, to enter into and perform its obligations under this Lease and has taken all necessary action to authorize the execution and delivery of this Lease by the persons executing and delivering this Lease on behalf of Landlord.

(b) The execution and delivery of this Lease by Landlord will not result in a breach of the terms or provisions of, or constitute a default (or a condition which, upon notice or lapse of time, or both, would constitute a default) under its organizational documents or any agreement, instrument or obligation by which Landlord is bound, and will not constitute a violation of any Laws, applicable to Landlord.

(c) This Lease is a legal, valid and binding obligation of Landlord enforceable against Landlord in accordance with its terms.

(d) Landlord shall not, without Tenant's prior written consent, sell, lease, transfer, convey or otherwise dispose of, or cause or permit any lien to exist on the Landlord's property of which the Premises is a part.

28. No Recording of Lease. Neither Landlord nor Tenant shall file this Lease of public record. Should either party elect to record a memorandum containing salient terms of this Lease, the other party shall, upon request, execute such a memorandum in recordable form, which execution shall not be unreasonably withheld or delayed, and such memorandum shall be recorded at the sole cost of the requesting party.

29. No Solicitation. Until the date on which this Lease is terminated or the date upon which Tenant exercises the Option, whichever first occurs, Landlord shall not, nor shall it authorize or permit any financial advisor, attorney, accountant or other advisor, agent or representative retained by the Landlord to, solicit, initiate, or knowingly encourage, or take any other action which would reasonably be expected to lead to the making of or submission of any competing offer to purchase the Landlord's property of which the Premises is a part.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed to be effective as of the date first above written.

LANDLORD:

TENANT:

CITY OF GROVE CITY, OHIO, a municipal corporation

SOUTHWEST PUBLIC LIBRARY,
an Ohio school district public library

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Notary page follows]

STATE OF OHIO,
COUNTY OF FRANKLIN, ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 2013 by _____, the _____ of _____.

Notary Public

STATE OF OHIO,
COUNTY OF FRANKLIN, ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 2013 by _____, the _____ of _____.

Notary Public

FISCAL OFFICER'S CERTIFICATE

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

Dated: _____, 2013

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

EXHIBIT A

Legal Description of Premises

C-73-13

1.0 ACRES

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey Number 1383 of the Virginia Military District, and being all of Lots 5, 6, 8 and part of Arbutus Avenue as shown on the Plat of Grove City of record in Plat Book 1, Page 341, Plat Book 4, Page 55, and Plat Book 5, Page 394 and as conveyed to Grove City Public Library by deeds of record in Deed Book 1381, Page 187, Deed Book 2932, Page 226 and Deed Book 3038, Page 101, and all of Lot 7 of said Grove City Plat as conveyed to Grove City Public Library Board of Trustees by deed of record in Deed Book 3406, Page 700 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at the intersection of the southerly right-of-way line of Park Street (80 feet wide) and the easterly right-of-way line of First Street (40 feet wide) being the northwesterly corner of said Lot 5;

thence South 55°48'45" East, with the northerly line of said Lots 5, 6, 7, and 8, the southerly right-of-way line of said Park Street (80 feet wide) a distance of 211.06 feet to a point;

thence South 34°11'15" West, parallel with the west line of said Arbutus Avenue and 2.5 feet easterly therefrom a distance of 208.56 feet to a point;

thence North 55°48'45" West, with the northerly right-of-way line of Civic Place (30 feet wide) and with the southerly line of said lots 5, 6, 7, and 8 a distance of 211.06 feet to the intersection of the northerly right-of-way line of said Civic Place with the easterly right-of-way line of said First Street, being the southwest corner of said Lot 5;

thence North 34°11'15" East, with the westerly line of said Lot 5, the easterly right-of-way line of said First Street a distance of 208.56 feet to the point of beginning and containing 1.0 acre, more or less.

This description was prepared from record information only, and is NOT to be used for the transfer of real property.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

JMM:
1_0 AC. EXHIBIT 20131478.doc



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

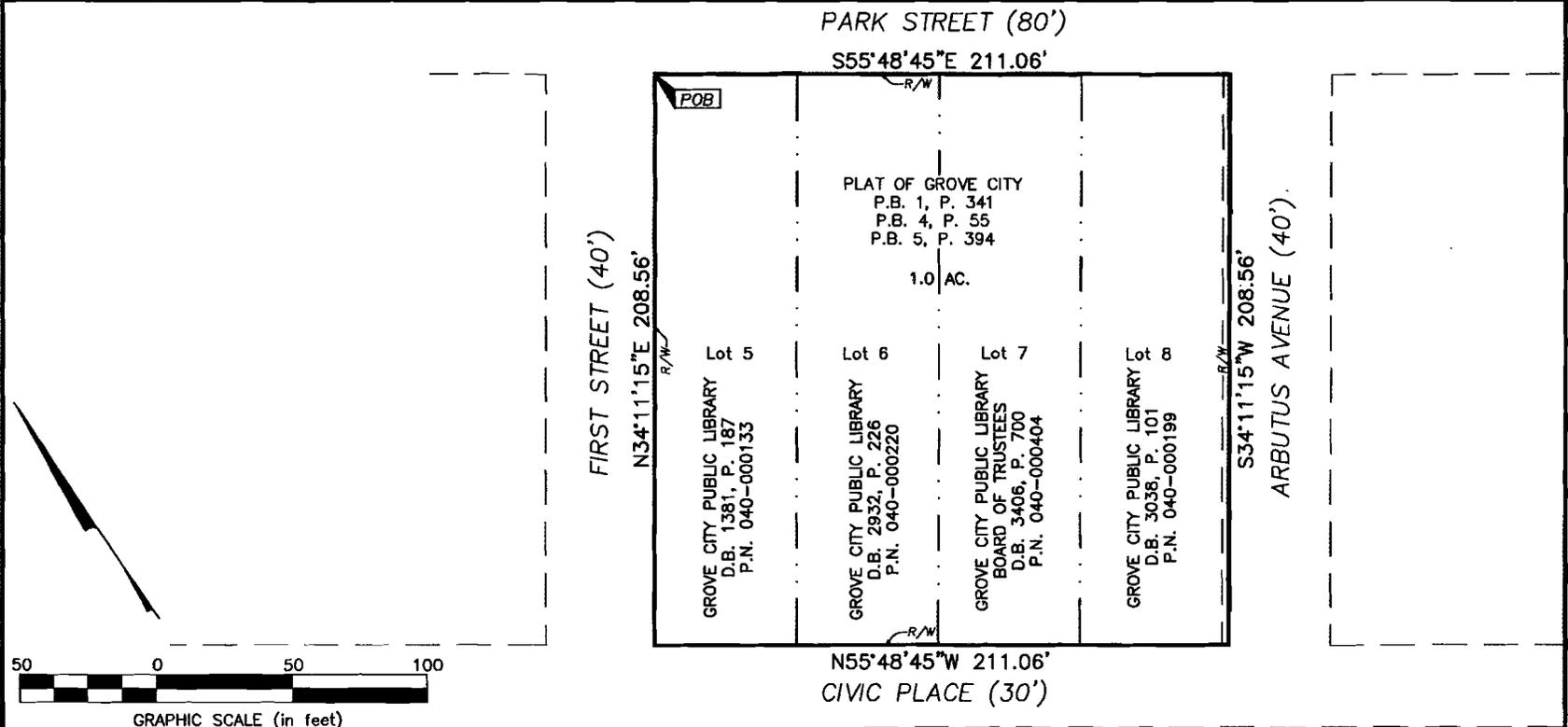
EXHIBIT

VIRGINIA MILITARY SURVEY NUMBER 1383
 VIRGINIA MILITARY SURVEY DISTRICT
 CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: October 30, 2013

Scale: 1" = 50'

Job No. 20131478



J:\20131478\DWG\04SHEETS\EXHIBITS\20131478-VS-EXBT-02-E.DWG plotted by MEYER, JOSH on 10/30/2013 11:28:49 AM last saved by JMeyer on 10/30/2013 11:28:35 AM
 Xref: 80106850.DWG

Date: 10/28/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-74-13
1st Reading: 10/04/13
Public Notice: 10/07/13
2nd Reading: 11/18/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-74-13

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A LEASE/PURCHASE AGREEMENT WITH THE SOUTHWEST PUBLIC LIBRARY FOR THE FUTURE LIBRARY SITE

WHEREAS, Council enacted Ordinance C-28-13 that approved a Development Agreement for Southwest Public Library for the development of a new library in the Town Center; and

WHEREAS, as part of the Agreement, the Southwest Public Library will be relocating to a site in the Town Center and operating the library in accordance with its own Policies and Bylaws that govern provision of library service as adopted by the Library Board of Trustees; and

WHEREAS, while the City is repaying the funds used to finance the construction of the new library, the Southwest Public Library will be leasing, under the terms of the lease/purchase agreement attached hereto, the new library building from the City; and

WHEREAS, upon repayment, the new library building will be transferred to the Southwest Public Library under the terms of the Lease/Purchase Agreement attached hereto; and

WHEREAS, because the lease agreement term exceeds twelve (12) months, it must be approved by Ordinance.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute a multi-year Lease/Purchase Agreement with the Southwest Public Library for the current library site as set forth in Exhibit "A".

SECTION 2. While the general terms of the lease agreement have been finalized, City Council recognizes that additional changes may be necessary in order to finalize the lease agreement with the Southwest Public Library. Accordingly, the City Administrator is hereby authorized to make necessary changes so long as they do not materially affect the terms and conditions approved herein.

SECTION 3. This Ordinance shall take effect at the earliest date permitted by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

C-74-13
Exhibit "A"
LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT ("LPA") by and between **CITY OF GROVE CITY, OHIO**, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter ("Landlord") and **SOUTHWEST PUBLIC LIBRARY**, a school district public library organized and existing under Chapter 3375 of the Ohio Revised Code ("Tenant") is made as of the ____ day of _____, 2013. Landlord and Tenant, when referred to collectively herein, shall be the "Parties" hereto this LPA.

1. Fundamental LPA Provisions. The following is a summary of the fundamental lease and purchase provisions which are set forth in this Section 1 for reference.

1.1. Underlying Development Agreement: This LPA is entered into by the Parties pursuant to the terms of that certain the Development Agreement entered into by Landlord and Tenant dated _____ ("Development Agreement"). The Development Agreement provides, among other things, the terms and conditions for the financing, development, design, and construction of the Premises which is the subject of this LPA and, along with this LPA, the eventual transfer of title to the Premises from Landlord to Tenant. The terms of the Development Agreement which relate to the lease/purchase of the Premises are hereby incorporated herein by reference, and in the event of a conflict between the terms of this Lease and the terms of the Development Agreement, the terms of the Development Agreement shall prevail.

1.2. Location and Description of Premises: _____, and referred to as the "New Library" in the Development Agreement and more specifically described in Exhibit A attached hereto.

1.3. Address of Landlord: 4035 Broadway, Grove City, Ohio 43123.

1.4. Address of Tenant: 3359 Park Street, Grove City, Ohio, 43123.

1.5. Term Commencement: Final completion of the New Library, as defined in the Development Agreement, and Tenant's full occupancy thereof.

1.6. Term Expiration: This LPA shall expire, and the Library shall take title to the Premises pursuant to the terms herein and the Development Agreement, upon the earlier of (i) full repayment of the City Securities, as defined in the Development Agreement, or (ii) thirty (30) years after Finance Closing and execution of the Existing Site Lease, as defined in the Development Agreement.

1.7. Base Rent: Tenant's Base Rent shall be, on an annual basis, the lesser of: (i) fifty percent (50%) of the City's Debt Service Payment, as defined in the Development Agreement; or (ii) \$265,000.00 per year.

1.9. Permitted Use: Any use permitted under applicable laws, rules, and regulations, and in accordance with the applicable provisions of the Development Agreement.

2. Demise; Term.

2.1. Demise. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord upon and subject to the terms, covenants and conditions set forth herein, the Premises described in Section 1.2 hereof (the "Premises").

2.2. Term. The term of this LPA (the "Term") commences on the date set forth in Section 1.5 hereof (the "Commencement Date") and shall end on the date set forth in Section 1.6 hereof unless sooner terminated hereunder.

2.3. Acceptance of Premises. Tenant hereby accepts the Premises in an "AS-IS" condition, it being hereby expressly understood that Landlord has made no representations or warranties with respect thereto, except as otherwise provided in the Development Agreement, and that Tenant has inspected the Premises and found the same to be in satisfactory condition.

2.5. Contingencies. Notwithstanding anything in this LPA to the Contrary, Tenant shall not be required to deliver Base Rent to Landlord (though Base Rent shall accrue) until Landlord delivers to Tenant a Subordination, Non-Disturbance and Attornment Agreement, except that in no event will Base Rent be permitted to accrue beyond _____, 20___, and all accrued Base Rent shall be due and payable on such date.

3. Rents. Tenant covenants and agrees to pay to Landlord for the use and occupancy of the Premises, at the times and in the manner hereinafter provided, without demand, deduction or set-off, the following sums of money:

3.1. Base Rent. Commencing on the Commencement Date, Tenant shall pay to Landlord as "Base Rent" for the Premises during the Term the amount set forth in Section 1.7 hereof, payable in 12 monthly installments each equaling one-twelfth (1/12th) of the amount of the annual Base Rent. In the event the Commencement Date falls on any day of the month other than the first day of the month, Base Rent for that initial month shall be prorated based on a thirty (30) day month.

3.2. Additional Rent. Tenant shall also pay, as "Additional Rent", all other sums of money or charges required to be paid by Tenant to Landlord under the terms of this LPA. Base Rent and Additional Rent are sometimes hereinafter collectively referred to as "Rents".

3.3. Manner of Payment. All payments due from Tenant to Landlord hereunder shall be made to Landlord without demand, deduction, or set-off at Landlord's address set forth in Section 1.3 hereof or to such other person or such other place as Landlord may from time to time designate in writing to Tenant. All installments of Rents due for a partial month or partial year at the beginning or end of the Term shall be prorated based on a 30-day month and a 360-day year.

4. Use.

4.1. Permitted Use. The Premises shall be used for the permitted use specified in Section 1.9 hereof and for no other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

4.2. Conduct of Tenant. Tenant shall use the Premises in a careful, safe and proper manner, shall not commit or suffer waste on or about the Premises, and shall not make or permit any use of the Premises which would constitute a nuisance. Tenant shall comply with all laws, rules, regulations, orders and requirements of all governmental authorities which in any way affect, directly or indirectly, the Premises or Tenant's use thereof. Tenant shall comply with any and all reasonable rules and regulations promulgated by Landlord with respect to the use of the Premises.

4.3. Signs. Tenant shall comply with all applicable laws, rules, regulations, orders, and requirements of governmental authorities with respect to such signs. Tenant shall maintain any signs which are located on the Premises in good condition and repair. Tenant shall have the right to install such additional signage as Tenant may elect for its operations, at Tenant's sole cost and expense and subject to applicable laws, rules, regulations, orders and requirements of governmental authorities. Upon expiration or termination of this LPA upon Landlord's request, Tenant shall, at Tenant's expense, remove all signs placed by Tenant in or on the Premises, and repair any damage caused by such removal.

5. Maintenance and Repair of Premises.

5.1. Obligations of Landlord. Landlord shall be responsible for any necessary capital improvements for the Premises including, but not limited to, improvements or alterations for compliance with all applicable laws, rules, and regulations. Landlord, however, shall have no basic, daily maintenance or minor repair responsibilities for the Premises.

5.2. Obligations of Tenant. Tenant agrees, at its sole cost and expense, to maintain the Premises in a good and safe condition, including the fixtures, windows, doors, floors, and equipment. The Library shall be solely responsible for any and all costs of operation and/or basic maintenance including, but not limited to, utilities, parking, and other expenses, but excluding any maintenance or repair obligations for the Public Areas. Tenant shall furthermore have no responsibilities for repairs to (i) the structure of the Premises; (ii) the roof; or (iii) the equipment and other components of the plumbing, electrical, and HVAC systems. Tenant shall keep the Premises reasonably free from ice, snow and debris.

6. Access to Premises. Landlord and its agents, employees, and contractors shall have the right to enter upon the Premises at all reasonable times, but only after at least forty eight (48) hours prior notice to Tenant (except for emergencies) for purposes of making repairs or improvements.

7. Utilities. All utilities and services to the Premises, including, without limitation, water, sewer, gas, electricity, telephone, data, security, cable TV and trash removal, shall be secured and paid for by Tenant, at its sole cost and expense.

8. Interruption of Services. No interruption or diminution of any utility or other services to the Premises shall result in any abatement of Rents, nor shall Landlord be liable for any damages or costs resulting therefrom.

9. Personal Property. All inventory, furnishings, trade fixtures, equipment and other personal property (collectively "Personal Property") of Tenant or any third party shall be stored or kept at the sole risk of Tenant, and Landlord shall not be liable for any loss or damage thereto, except to the extent caused by Landlord's acts, errors, or omissions. Tenant shall remove all Personal Property from the Premises upon the expiration or earlier termination of this LPA and Tenant shall promptly repair, at its sole cost and expense, any damage caused by such removal.

10. Alterations and Improvements.

10.1 Tenant, although not required, may make alterations or improvements to the Premises with the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. Tenant shall have the right to use the Construction Drawings, in accordance with the license terms therefor, as provided in the Development Agreement. Tenant shall obtain, at its expense and prior to the commencement of any such alterations or improvements, all necessary licenses, permits and other approvals of all governmental authorities having jurisdiction over the Premises. Any alterations and improvements made by Tenant, whether or not approved by Landlord, shall, at the option of Landlord, become a part of the Premises and the property of Landlord, and Tenant shall have no right to remove any such alterations or improvements unless Landlord informs Tenant that any alteration or improvement is NOT to become the property of Landlord, and that Tenant must remove such alteration or improvement upon the expiration or earlier termination of this LPA; in which event Tenant must immediately upon the expiration or earlier termination of this LPA remove such alteration or improvement and restore the Premises to as close to its condition when delivered to Tenant as is reasonably possible and repair any and all damage caused by such removal and restoration, all at Tenant's sole cost and expense. Notwithstanding the preceding sentence to the contrary, Tenant shall not be obligated to remove such alteration or improvement unless Landlord has provided Tenant with a list of such alterations and improvements to be removed within sixty (60) days prior to the expiration of this LPA, or within a reasonable period of time prior to the earlier termination of this LPA, it being hereby agreed that providing such a list to Tenant concurrent with a notice of termination of this LPA shall be considered to be within a reasonable period of time.

10.2 Tenant shall (i) promptly pay all contractors, laborers and material suppliers performing work or supplying materials on behalf of Tenant at the Premises, (ii) not permit any liens to be filed against the Premises and (iii) to the extent permitted by law, indemnify and defend Landlord from all losses, costs, claims and expenses (including attorneys' fees, expenses and disbursements) incurred by Landlord as a result of Tenant's breach of this

Section 10. In the event that any such lien is filed against the Premises, Tenant shall discharge or bond-off the same within 30 days after the filing thereof or Landlord may, without obligation to do so, take such action as Landlord deems appropriate, including, without limitation, paying or bonding off such lien, with all amounts expended by Landlord, including, without limitation, attorneys' fees, expenses and disbursements, shall be payable by Tenant to Landlord on demand as Additional Rent.

11. Assignment and Subletting. Neither Landlord nor Tenant shall assign this LPA, or any interest herein or portion thereof, without the prior written consent of the other party, which consent may be withheld or conditioned in either party's sole discretion. Tenant shall not sublet this lease without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed.

12. Damage and Destruction. If the improvements on the Premises are wholly or partially damaged or destroyed by fire or other casualty, Landlord shall restore and rebuild the same to substantially the same condition which existed on the effective date of this LPA, this LPA shall remain in full force and effect, and Rents shall abate in proportion to the area of the Premises rendered untenable from the date of such casualty until the completion of Landlord's restoration and rebuilding. Upon restoration and rebuilding, Tenant shall pay over any insurance proceeds received by Tenant arising from a fire or other casualty to Landlord, unless Tenant agrees to provide such proceeds earlier for the purposes of funding restoration and rebuilding.

13. Condemnation. If all or any material portion, as reasonably determined by Landlord, of the Premises are taken under the power of eminent domain or conveyed in lieu thereof, this LPA shall terminate effective on the date of transfer of title and all Rents shall be adjusted as of such date. All proceeds from such taking or conveyance in lieu thereof shall be the sole property of Landlord, and Tenant shall not be entitled to any portion thereof. Tenant shall be permitted to independently seek a separate claim (separate and not in conjunction with Landlord) against the appropriate condemning authority.

14. Taxes

14.1. Real Estate Taxes. If applicable to the Premises, Landlord shall be liable for any real estate taxes and assessments for the Premises which accrue during the Term (collectively, "Real Estate Taxes").

14.2. Tenant's Taxes. Tenant shall pay before delinquency (i) all taxes and assessments levied against the Personal Property, (ii) all taxes, assessments, fees and other charges levied against Tenant and (iii) all taxes, assessments, fees and other charges levied against the use of the Premises and Tenant's business operations therein.

15. Insurance.

15.1. Policies.

a. Liability. Tenant shall procure, at Tenant's expense, and maintain during the Term comprehensive general public liability insurance against claims for

personal injury, death and property damage occurring on or about the Premises or resulting from the occupancy or use of the Premises by Tenant or any officer, employee, agent, customer, licensee, invitee or sublessee of Tenant. All such insurance shall have minimum limits of liability of Two Million Dollars (\$2,000,000) per occurrence and One Million Dollars (\$1,000,000) property damage.

b. Property. Landlord shall, at Landlord's expense, maintain special form property insurance covering the building and other improvements located on the Premises, in the full replacement value thereof (with deductibles of no more than \$25,000).

c. Personal Property. Tenant, at Tenant's sole option and expense, may maintain during the Term hazard insurance with respect to all Personal Property located in, on or about the Premises, insuring the Personal Property against loss or damage resulting from fire, water damage caused by any means and other hazards customarily insured against in a "broad form" extended coverage policy in an amount not less than the full replacement cost of the Personal Property.

d. General Requirements. All insurance policies required to be maintained by Landlord pursuant to this Section shall be in form and content and issued by insurers reasonably acceptable to Tenant. Prior to the Commencement Date and not less than thirty (30) days prior to the expiration date of any policy or policies, certificates of the initial policy or renewal policies, as the case may be, or other satisfactory evidence of such insurance coverage shall be delivered by Landlord to Tenant. The liability policy required by subsection a. shall (i) name Tenant as an additional insured and/or additional loss payees, as the case may be, (ii) provide that it cannot be canceled for any reason without thirty (30) days prior written notice to Tenant, and (iii) provide that the policy of insurance shall provide primary coverage.

15.2. Waiver of Subrogation. Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, or required to be carried under this LPA, the party carrying or required to carry such insurance and suffering the loss hereby releases, on behalf of itself and its insurance carrier, the other of and from any and all claim with respect to such loss to the extent of such insurance; and further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

16. Default and Remedies.

16.1. The occurrence of any one or more of the following shall constitute a default and breach of this LPA by Tenant (each a "Tenant Default"):

(i) The failure of Tenant to make any payment of Rents or any other amount payable to Landlord under this LPA within ten (10) days after the date due;

(ii) The failure of Tenant to observe or perform any other provision of this LPA or the Development Agreement, other than those described in subparagraph "i" above, within thirty (30) days after notice by Landlord to Tenant; provided, if

more than thirty (30) days is reasonably required to cure such failure, Tenant shall not be in default if Tenant commences such cure within said thirty (30) day period and diligently prosecutes such cure to completion within thirty (30) days after such notice; or

(iii) The abandonment of the Premises.

16.2. The occurrence of any one or more of the following shall constitute a default and breach of this LPA by Landlord (each a "Landlord Default"):

(i) Landlord's misrepresentation or breach of warranty or covenant contained in Paragraph 28, subparagraph (d) of this LPA; or

(ii) The failure of Landlord to observe or perform any other provision of this LPA or the Development Agreement, other than those described in subparagraph "i" above, within thirty (30) days after notice by Tenant to Landlord; provided, if more than thirty (30) days is reasonably required to cure such failure, Landlord shall not be in default if Tenant commences such cure within said thirty (30) day period and diligently prosecutes such cure to completion within thirty (30) days after such notice.

16.2. Upon a Tenant Default, Landlord may, at Landlord's option (i) terminate this LPA by written notice to Tenant and reenter the Premises and dispossess Tenant or other occupants by summary proceedings or otherwise and remove their effects and repossess the Premises with Tenant remaining liable for its obligations hereunder, or (ii) enter the Premises by written notice to Tenant and dispossess Tenant or other occupants by summary proceedings or otherwise, without terminating this LPA or Tenant's obligations hereunder. In no event shall this LPA be deemed terminated unless and until Landlord sends written notice of termination to Tenant.

16.3. If this LPA is terminated according to Section 16.2 hereof, Tenant shall be liable to Landlord for all Rents then due to Landlord from Tenant. If this LPA is terminated as provided in Section 16.2 hereof, Landlord shall use reasonable efforts to re-let the Premises and to otherwise mitigate Landlord's damages.

16.4. Landlord's failure or refusal to perform any provision of this LPA or the Development Agreement which it is obligated to perform or the breach of any representation, warranty or covenant in this LPA or the Development Agreement, and the continuation of such failure or refusal for thirty (30) days after receipt of written notice from Tenant of such failure or refusal, shall be a default by Landlord. In the event of a default by Landlord, and without waiving any other remedy or claim for damages or breach of this LPA or the Development Agreement, Tenant may elect to cure the default at Landlord's reasonable expense. If Tenant incurs any costs or expenses because of Landlord's default, the reasonable sums paid by Tenant shall be due from Landlord to Tenant upon demand, shall bear interest from the date such costs or expenses are incurred until repaid by Landlord at the rate of seven percent (7%) per annum. If Landlord fails to reimburse Tenant for costs incurred by Tenant to cure Landlord's default within thirty (30) days of invoice therefor, Tenant shall have the right to deduct the costs thereof from installments of Base Rent next falling due.

17. Conveyance of Property.

(a) In consideration of Tenant's payment of the Base Rent, Additional Rents, and the credits, payments, and reimbursements by Tenant under the Development Agreement, Landlord shall convey full title to both (i) the Premises; and (ii) the parking areas adjacent to the New Library (collectively, the "Property"), provided, however, that the Library's title shall prohibit the Library from restricting the parking areas to the exclusive use of the Library. Such conveyance from Landlord to Tenant shall be on an "AS IS" basis on the terms and conditions set forth herein and in the Development Agreement.

(b) The closing of the transaction which is the subject of this LPA and transfer of title to the Property shall occur upon the Term Expiration of this LPA as provided in Section 1.7 herein, and at a time and location mutually agreeable to Landlord and Tenant (the "LPA Closing Date"). Landlord shall deliver to Tenant a limited warranty deed for the Property sufficient to convey title to the Property to Tenant, subject to all applicable covenants, conditions, restrictions, and easements of record; applicable real property taxes (if any); zoning and building laws, ordinances, and regulations; and legal highways, along with any other instruments reasonably required in accordance with community custom by the title company acting as closing agent to effectively convey to Tenant the title to the Property. Landlord shall pay for deed preparation and conveyance fees. Tenant shall pay all other closing costs related to the transfer of the Property free of any liens.

(c) The parties hereto acknowledge that no real estate broker or other person has been employed for compensation by either party to represent it with regard to the Option. Each party hereby represents and warrants to the other party that it has no knowledge of any agreement, understanding or fact which would entitle any real estate broker, finder or other person, to any commission, fee or other compensation as a result of the Option. Each party hereby agrees, to the extent permitted by law, to indemnify, defend and hold harmless the other parties from and against any liability, cost or expense, including attorneys' fees, as a result of any claim for a commission, fee or other compensation made by any real estate broker, finder or other person and asserted against the other parties by reason of an arrangement made or alleged to have been made by the indemnifying party. The provisions of this sub-Section shall survive the closing of the Option.

18. Indemnification. To the extent permitted by law, Tenant shall indemnify, defend and hold Landlord, its directors, officers and shareholders, harmless from and against any and all losses, liabilities, damages, claims, costs and expenses, including, without limitation, reasonable attorneys' fees, expenses and disbursements for injuries to or death of persons and damage to property sustained in, on or about the Premises or resulting from the use or occupancy of the Premises by Tenant, or any officer, employee, agent, customer, licensee, invitee or sublessee of Tenant or the failure of Tenant to perform and observe the obligations of Tenant under this LPA, except to the extent resulting from the negligence or misconduct of Landlord, its employees, agents or contractors.

19. Notices. Any notice, demand, request or statement required or intended to be given or delivered under the terms of this LPA shall be in writing, and either (i) personally

delivered, or (ii) sent by United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (iii) reputable overnight courier which provides written evidence of receipt, addressed to the party to be notified at the address set forth in Section 1 hereof, or such other address as either party may hereafter designate by written notice to the other party, and shall be deemed to be delivered on the earlier to occur of (i) actual receipt, (ii) one business day after deposit with an overnight courier service, or (iii) three business days after deposit with the United States Postal Service.

20. Quiet Enjoyment. Landlord covenants that, so long as Tenant pays all Rents hereunder when due and keeps and performs all of its covenants under this LPA, Tenant shall at all times during the Term peaceably and quietly have and enjoy the Premises without hindrance or molestation by Landlord, subject to the terms of this LPA and any encumbrances affecting the Premises.

21. Non-Waiver. The failure of Landlord or Tenant to enforce any of its rights under this LPA for the breach of any of the terms hereof shall not be a waiver of the rights of Landlord or Tenant to exercise any such rights as to any subsequent breaches of the same or other terms of this LPA.

22. Entire Agreement. This Lease, the Exhibits hereto, the Development Agreement and the Exhibits incorporated therein are incorporated herein and set forth the entire agreement between the parties with respect to the Premises. Any prior conversations or writings not expressly incorporated herein are extinguished. No subsequent amendment to this Lease or document incorporated herein shall be binding upon Landlord or Tenant unless reduced to writing and signed by the party to be charged.

23. Captions. The captions appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any provision of this LPA or in any way affect the interpretation of this LPA.

24. Governing Law. This LPA shall be governed by and construed in accordance the laws of the State of Ohio.

25. Invalidity of Provisions. If any provision of this LPA or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this LPA or the application of such provision to other circumstances shall not be affected thereby.

26. Successors and Assigns. This LPA shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

27. No Brokers. Except as otherwise provided herein, Landlord and Tenant each warrant and represent to the other that they did not deal with any real estate broker in connection with the negotiation, execution and delivery of this LPA. To the extent permitted by law, each party agrees to indemnify, defend, and save the other harmless from and against any and all liabilities, costs, causes of action, damages and expenses, including, without limitation,

attorneys' fees, with respect to or arising out of any claims made by any real estate broker, agent or finder with respect to this lease in breach of the foregoing representation.

28. Landlord's Representations, Warranties and Covenants:

(a) Landlord is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Ohio and has full power and authority, and has obtained all necessary consents, to enter into and perform its obligations under this LPA and has taken all necessary action to authorize the execution and delivery of this LPA by the persons executing and delivering this LPA on behalf of Landlord.

(b) The execution and delivery of this LPA by Landlord will not result in a breach of the terms or provisions of, or constitute a default (or a condition which, upon notice or lapse of time, or both, would constitute a default) under its organizational documents or any agreement, instrument or obligation by which Landlord is bound, and will not constitute a violation of any laws, rules, or regulations applicable to Landlord.

(c) This LPA is a legal, valid, and binding obligation of Landlord enforceable against Landlord in accordance with its terms.

(d) Landlord shall not, without Tenant's prior written consent, sell, lease, transfer, convey, or otherwise dispose of the Property, or cause or permit any lien, mortgage, or other encumbrance to exist on the Property.

29. Recording of Memorandum of Lease. Tenant shall cause a memorandum of this LPA to be filed in the real property record of the Franklin County Recorder and in accordance with Ohio Revised Code Section 5301.251.

30. No Solicitation. Until the date on which this LPA is terminated or the date upon which Tenant exercises the Option, whichever first occurs, Landlord shall not, nor shall it authorize or permit any financial advisor, attorney, accountant or other advisor, agent or representative retained by the Landlord to, solicit, initiate, or knowingly encourage, or take any other action which would reasonably be expected to lead to the making of or submission of any competing offer to purchase the Landlord's property of which the Premises is a part.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this LPA to be executed to be effective as of the date first above written.

LANDLORD:

TENANT:

CITY OF GROVE CITY, OHIO, a municipal corporation

SOUTHWEST PUBLIC LIBRARY, an Ohio school district public library

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Notary page follows]

1.4 ACRES

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey Number 1388 of the Virginia Military District, and being all of that 0.288 acre tract conveyed as Parcel I to City of Grove City by deed of record in Instrument Number 201305210084453, all of that 0.408 acre tract conveyed as Parcel II to City of Grove City by deed of record in Instrument Number 201305210084453, all of Lots 1, 2, 3, 4, and 5 of that subdivision entitled "Geo. H. Gantz Etal. Add. To Grove City" of record in Plat Book 5, Page 116 and all of that 15 foot alley between said Lots 1 and 2 as vacated by City of Grove City Ordinance 180-45, on file with the City of Grove City, and conveyed to the City of Grove City by deeds of record in Instrument Numbers 201207060096759, 201307010110094, 201304230066627 and 200009250194574 (all references are to the records of the Recorder's Office, Franklin County, Ohio, unless noted otherwise) and being more particularly described as follows:

BEGINNING at the northwesterly corner of said Lot 5;

thence South 55°51'09" East, with the northerly line of said Lots 1, 2, 3, 4 and 5, the southerly right-of-way line of Mill Street (40 feet wide) and with the northerly line of said 0.408 and 0.288 acre tracts a distance of 402.73 feet to the northeasterly corner of said 0.288 acre tract in the centerline of Harrisburg Pike (Broadway) (99 feet wide);

thence South 33°57'35" West, with the easterly line of said 0.288 acre tract, the centerline of said Harrisburg Pike, a distance of 74.90 feet to the southeasterly corner of said 0.288 acre tract;

thence North 55°51'09" West, with the southerly line of said 0.288 acre tract a distance of 49.50 feet to a northeasterly corner of said 0.408 acre tract in the westerly right-of-way line of said Harrisburg Pike;

thence South 33°57'35" West, with the easterly line of said 0.408 acre tract, the westerly right-of-way line of said Harrisburg Pike a distance of 85.83 feet to the southeasterly corner of said 0.408 acre tract;

thence North 55°46'41" West, with the southerly line of said 0.408 acre tract, the southerly line of said Lots 1, 2, 3, 4, and 5 and with the northerly right-of-way line of Grant Avenue (40 feet wide) a distance of 353.23 feet to the southwest corner of said Lot 5;

thence North 33°57'35" East, with the westerly line of said Lot 5, the easterly right-of-way line of a 15 foot wide Alley a distance of 160.27 feet to the point of beginning and containing 1.4 acres, more or less of which 0.1 acre is located within the present right-of-way occupied.

This description was prepared from record information only, and is NOT to be used for the transfer of real property.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

JMM:
1_4 AC. EXHIBIT 20131478.doc



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648

emht.com

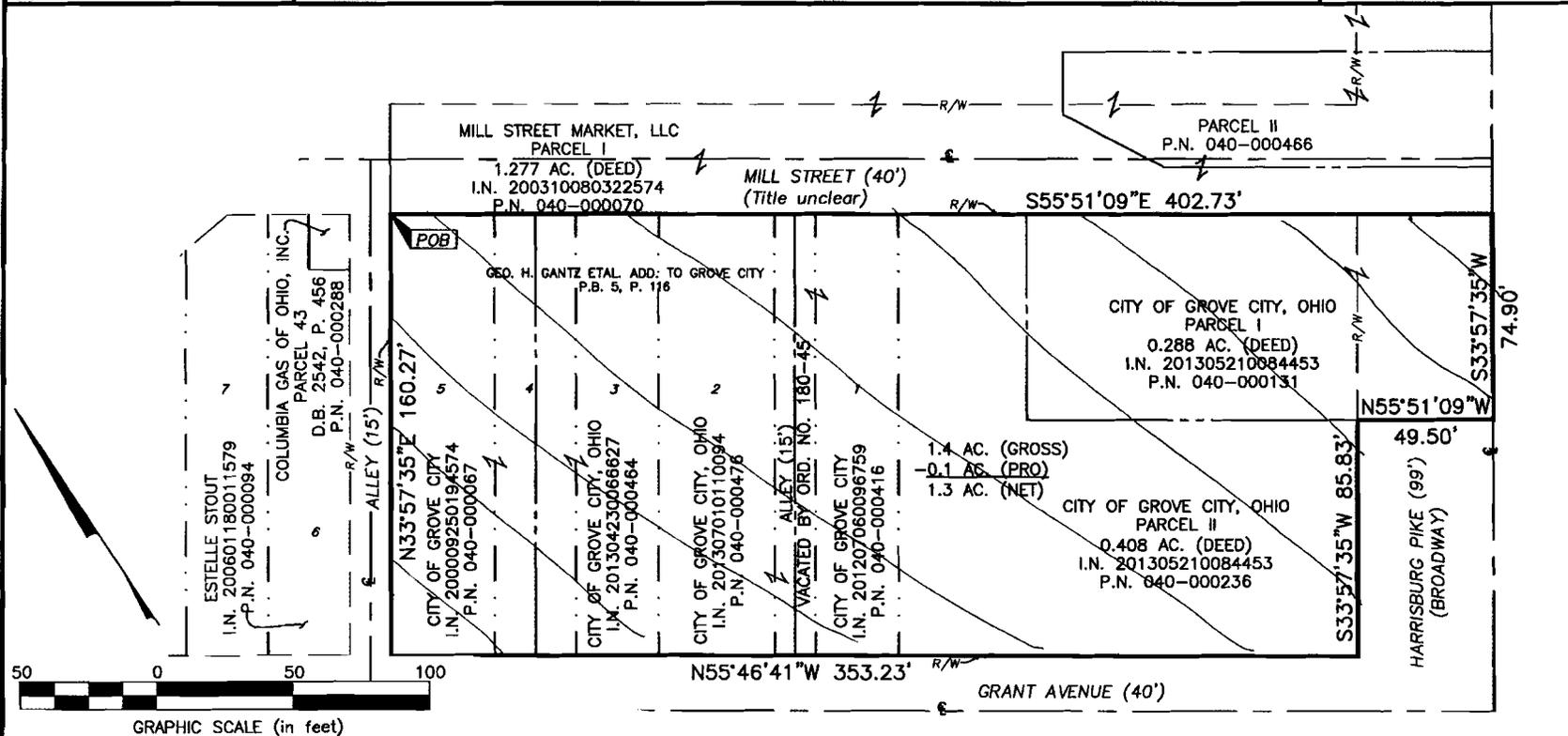
EXHIBIT

VIRGINIA MILITARY SURVEY NUMBER 1388
 VIRGINIA MILITARY SURVEY DISTRICT
 CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: October 29, 2013

Scale: 1" = 50'

Job No. 20131478



Date: 10/28/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense:

No.: CR-49-13
1st Reading: 11/04/13
Public Notice: 0 / /13
2nd Reading: 0 / /13
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION CR-49-13

A RESOLUTION APPROVING AN AMENDMENT TO THE CITY'S INVESTMENT POLICY

WHEREAS, in 2008 the City initially implemented an Investment Policy at the request of the City's Bond Rating Agency; and

WHEREAS, the policy has not been updated since it was adopted.

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

SECTION 1. Council hereby approves the amendment to the Investment Policy, attached hereto as Exhibit "A".

SECTION 2. The resolution shall take effect at the earliest opportunity afforded 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

City of Grove City, Ohio

Investment Policy

I. Investing Authority

Whenever there are moneys in the City treasury which will not be required to be used for daily transactions, such moneys may, in lieu of being deposited in a bank or banks, be invested in accordance with the provisions of the Ohio Revised Code (ORC). Investments so purchased shall be sold in accordance with the Ohio Revised Code and the interest therefrom shall be credited to the General Fund unless otherwise required by state or federal regulations.

~~139.06 Fund Investment (Ord. C6-83, Passed 2-21-83)~~

Chapter 139.02 of the Codified Ordinances of the City of Grove City directs the investment authority of the City to ~~reside with the Director of Finance~~ Director. It is the policy of the ~~Director of Finance~~ City to invest all public funds in a manner which will provide maximum safety and preservation of principal, while meeting ~~all the~~ liquidity and operating demands, at reasonable market interest rates available. All investments made ~~will~~ shall conform to all applicable laws and regulations governing the investment of public moneys, ~~as of section~~ in accordance with Chapter 135 of the Ohio Revised Code, titled Uniform Depository Act.

II. Objectives

Invest all City moneys in accordance with ~~within the guidelines of~~ ORC 135.14. ~~with primary consideration given to safety of principal; secondly to liquidity, and when those requirements are met, maximize the yield.~~ The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield.

III. Ethical Standards

The standard to be used by the Finance Director ~~of the City~~ will be the "prudent person" standard which states, "Investments shall be made with judgment and care under circumstances then prevailing which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

IV. Investment Board Advisory Committee

An Investment ~~board~~ Advisory Committee is hereby ~~will be~~ created to assist in the management of the investment portfolio ~~and approve the actions of the Finance Director.~~ ~~This Board~~ The committee will consist of the Finance Director, Mayor, City Administrator, and the Chair of the Finance Committee of City Council. ~~This Board will meet quarterly.~~ The Finance Director shall provide financial and investment information to all members of the committee quarterly. Members of the committee will meet as they deem appropriate. Meetings may be called by any member of the committee.

V. Eligible Securities

Bills, notes, and bonds issued by the United States Treasury, or any other instrument issued by the ~~U.S.~~ United States Treasury for which the full faith and credit of the United States is pledged for the payment of principal and interest thereon.

Investment grade (Moody's Aa or higher) bonds, notes, or other obligations issued by any federal government agency.

Certificates of deposit and time deposit accounts, either insured by the Federal Deposit Insurance Corporation, or collateralized by ~~U.S.~~ United States Treasury securities, in any eligible institution cited in ~~Section 135.02 of the~~ ORC 135.02.

~~Obligations of the State of Ohio, or agencies of the State, rated (Moody's Aa) or better, or obligations of the City at a fair market rate.~~

Obligations of the State of Ohio, agencies of the State of Ohio, Ohio political subdivisions, and Ohio school districts. All such debt issuances shall have a minimum credit rating of Aa, or the equivalent, by a nationally recognized rating agency.

Obligations of the City at a fair market rate.

~~STAR Ohio provided that the fund maintains the highest letter rating provided by at least one nationally recognized standard rating service.~~

The State Treasurer's investment pool (STAR Ohio), pursuant to ORC 135.45, or any other investment option offered to Ohio political subdivisions by the Treasurer of the State of Ohio.

Repurchase agreements entered into with qualified financial institutions under the terms of which, the Finance Director purchases and the seller agrees unconditionally to repurchase any of the securities listed above at a predefined price.

VI. Eligible Institutions

Any financial institution located within the State of Ohio as defined by ORC 135.03 is eligible to serve as an approved depository and/or investment provider. Only security dealers and brokers that are members of the National Association of Securities Dealers are eligible to be an investment provider. Investment advisors must be eligible financial institutions as defined by ORC 135.03, or an advisor that is registered with the Securities and Exchange Commission.

VII. Collateral

All deposits shall be collateralized pursuant to ORC 135.

VIII. Institutional Diversification

The portfolio of the City will not exceed the following diversification limits:

Aggregate investments with any one financial institution shall ~~will~~ at no time exceed 25 percent of the investment portfolio.

Funds invested in the ~~Ohio State Treasurer's Investment Pool~~ (STAR Ohio) or any financial institution in which the City is using as its primary bank for active deposits shall not exceed 40 percent of the investment portfolio.

IX. Maturity of Investments

The Finance Director will attempt to match the investments to anticipated cash flow requirements. The maximum maturity for the investment of interim funds is five years.

X. Custody and Safekeeping

~~731.59 of the ORC.~~

In accordance with ORC 731.59, all securities belonging to the treasury of any municipal corporation or to any fund thereof, other than the sinking fund, may be placed in the custody of any member of the federal reserve banking system, upon the issuance by such member of its custodian or other bailment receipt to the treasurer of the municipal corporation. Such securities, if not kept in the custody of a member of the Federal Reserve banking System, shall be in the custody of such treasurer and shall be kept by him in a safe deposit box or vault belonging to a regular depository of the municipal corporation

XI. Reporting

The Finance Director shall establish and maintain an inventory of all obligations and securities acquired by the investing authority. The inventory shall include the CUSIP identification number, a description of the security, type, cost, par value, maturity date, settlement date, coupon rate, and the yield to maturity.

The Finance Director shall produce a monthly portfolio report detailing the current inventory of all obligations and securities, and all transactions during the month, income received and investment expenses paid.

XII. Acknowledgments

Each broker/dealer with whom the City establisheds an investment relationship ~~must~~ shall acknowledge the provisions of this policy and agree to abide by its provisions.

ACKNOWLEDGEMENT

I, _____ as an authorized signatory for my firm _____ acknowledge that I have read and received a copy of the Investment Policy of the City of Grove City and will to the best of my ability adhere to the provisions of such policy.

Typed or Printed Name

Signature

Date

Date: 10/15/13
Introduced By: Mr. Davis
Committee: Safety
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No. : C-71-13
1st Reading: 10/21/13
Public Notice: 10/24/13
2nd Reading: 11/04/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-71-13

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A MULTI-YEAR COOPERATIVE AGREEMENT WITH FRANKLIN COUNTY

WHEREAS, the City has historically operated its own analog public safety radio system; and

WHEREAS, the City intends to partner with Franklin County in the construction of a new digital radio system that will enable the City to also connect to the statewide Ohio Multi-Agency Radio Communications ("MARCS") system; and

WHEREAS, access to the Franklin County and MARCS systems will enable the City to communicate with numerous State, County and local law enforcement and other public entities; and

WHEREAS, under this proposed agreement, the City would be able to purchase equipment at the County and/or MARCS negotiated pricing and the City will only be responsible for an additional monthly subscription fee of \$5.00 per radio beginning in 2015; and

WHEREAS, the agreement term exceeds twelve (12) months and must be approved by Ordinance.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute the Franklin County Radio System Cooperative Agreement as set forth in Exhibit "A".

SECTION 2. 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

C-71-13
Exhibit "A"

Franklin County Radio System Cooperative Agreement.

This agreement is between the Board of Commissioners, Franklin County, Ohio (COUNTY) 373 S High St. Columbus Ohio 43215 and the City of Grove City, Ohio, (LICENSEE) 4035 Broadway, Grove City Ohio 43123 for the cooperative joint provisioning and beneficial use of communications resources.

Section 1 Use of Communications Systems. Subject to the terms and conditions of this agreement, the COUNTY agrees to make available the countywide 700/800 MHz Radio System for routine radio communications between and among LICENSEE radio users and with other authorized users of the radio system. This agreement becomes effective upon the date of execution by the COUNTY and will remain in effect as long as the 700/800 MHz Digital Radio System is in operation or until terminated by one or both parties.

A. LICENSEE will allow the use of their five (5) FCC licensed 800 MHz frequencies by the COUNTY in the best manner and locations for operation as part of the Franklin County Digital 700/800MHz system.

B. LICENSEE will allow the COUNTY to construct an antenna system and the necessary equipment shelter, at/on the water tower located at 5320 Discovery Dr., Grove City, Ohio. All work is subject to Grove City Water Division and City of Columbus Water Division standards. Appropriate building permits and other necessary approvals will be required for all work per city ordinances.

C. All manufacturer pricing for equipment or hardware, negotiated by the COUNTY or Ohio MARCS, will be available to Grove City, including associated public agencies, as a partner.

D. At the discretion of the LICENSEE, all radios will have the capability to roam to the County and the Multi-Agency Radio Communication System (MARCS) towers identified in the County/State agreement.

E. LICENSEE radios will be subject to a subscription fee of \$5.00 per radio per month, beginning January 1, 2015. Agencies that are dispatched by Grove City shall be subject to the same access fee on January 1, 2015. Prior to January 1, 2015 all services provided hereunder shall be at no cost to LICENSEE.

Section 2 Termination. Either party may terminate this agreement upon one hundred and twenty (120) days written notification to the other party.

Section 3 County Obligations. During the term of this agreement, the COUNTY shall:

A. Provide the necessary repeaters, control equipment and sufficient talkgroups or data connectivity to allow routine communications between all users on the system.

B. Maintain the 700/800 MHz Radio System in good working order. This does not guarantee that the system will be error free or without malfunction, or that all system features will be available at all times.

C. Maintain the Federal Communications Commission licenses on COUNTY licensed frequencies that grant authority to the Public Safety and Public Service agencies to operate legally on the assigned radio channels.

D. Maintain copies of records for all radios on the system.

- E. Provide programming information for user radios as needed because of operational changes or new access to the radio system.
- F. Notify the LICENSEE when the COUNTY becomes aware that equipment under the control of the LICENSEE is not operating as specified by the manufacturer.
- G. Give the LICENSEE adequate time to affect repairs to equipment under the control of the LICENSEE.
- H. Invoice the LICENSEE monthly for payments due the COUNTY as set forth in this agreement.
- I. Subject to the terms of this agreement, the LICENSOR agrees that the COUNTY has the responsibility to control the system so as to best provide for the health and safety of the citizens of Franklin County.

SECTION 4 Licensee Obligations. During the term of this agreement, the LICENSEE shall:

- A. Use the radio system solely for public purposes and not for financial or personal gain, or any other purpose.
- B. Maintain all equipment used on the system to keep it within the manufacturer's specifications and in accordance with applicable laws and regulations.
- C. Provide the COUNTY with copies of work orders for maintenance and service on all equipment that has radio frequency transmitting capability and is programmed to operate on the county system, upon request.
- D. Maintain the Federal Communications Commission licenses on the LICENSEE'S frequencies that grant authority to the Public Safety and Public Service agencies to operate legally on the assigned radio channels
- E. Allow access for technical personnel who are trouble-shooting a system issue or problem access to equipment under the control of LICENSEE when needed, in a cooperative manner.
- F. Notify the COUNTY ahead of time when planning to add, modify or remove equipment connected to the system. Only Motorola approved equipment shall be directly connected to the system.
- G. The LICENSEE will manage their assigned radio ID's and talk groups under the direction of a System Administrator. The LICENSEE shall maintain records of their radios and make these available to the COUNTY upon request.
- H. Not transfer, give, sell, loan or otherwise convey system software, computer data, hex codes, identification number listings, programming templates, talk group assignments, or other intellectual products related to the system operation.
- I. Pay the amounts due to the COUNTY in a timely manner.
- J. Maintain Worker's Compensation Liability Insurance as required by Ohio law for any work to be performed within the State of Ohio, as it applies by law.

K. Be responsible for payment of repair charges on all radio equipment owned by Grove City, as well as the purchase or all consumable items including batteries, antennas and accessories.

L. LICENSEE is solely responsible for providing its users with user radio equipment for daily operations. (Portable or mobile radios, dispatch center equipment, and other user equipment)

Section 5 Notices. Except as specifically provided otherwise, all notices, consents and communications hereunder shall be given in writing and sent by certified mail to the respective addresses provided on the signature page of this document. The notice shall be deemed to be given upon receipt thereof, and shall be sent to the addresses provided herein.

Section 6 Amendments/Modifications. No modification of or amendment to this Agreement shall be effective or binding on either party unless mutually agreed in writing and signed by both parties.

Section 7 Governing Law. This Agreement shall be governed by the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, and performance. All actions regarding this Agreement shall be formed and venue in a court of competent subject matter jurisdiction in Franklin County, Ohio and the parties hereby consent to the jurisdiction of such courts.

IN WITNESS THEREOF, the parties to this agreement have caused this agreement to be executed on this

_____ day of _____, 2013.

LICENSEE

City of Grove City
4035 Broadway
Grove City Ohio 43123

Charles W. Boso, Jr., City Administrator

William Vedra, Jr., Safety Director

COUNTY

Board of Commissioners, Franklin County
373 S High St
Floor 26
Columbus, Ohio 43215

John O'Grady, President

Paula Brooks, Commissioner

Marilyn Brown, Commissioner

Date: 10/15/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-72-13
1st Reading: 10/21/13
Public Notice: 10/24/13
2nd Reading: 11/04/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-72-13

AN ORDINANCE TO ACCEPT A CERTAIN PARCEL OF REAL ESTATE AND DEDICATE SUCH PARCEL FOR PUBLIC USE

WHEREAS, SAI Hotels LLC is the owner of real property located at the corner of Jackpot Road and Killdeer Drive (Parcel #040-008161); and

WHEREAS, as part of Resolution CR-27-13, this Council required the dedication of 0.0031 acres of land for public use; and

WHEREAS, "Exhibit A", attached hereto, sets forth the Quit Claim Deed to accomplish said dedication.

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

SECTION 1. The City hereby accepts the parcel of real estate as set forth in "Exhibit A" and hereby dedicates said parcel of real estate for public use.

SECTION 2. 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 this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-72-13
Exhibit "A"

QUITCLAIM DEED

(Statutory Form – Ohio Revised Code Section 5302.11)

The SAI Hotels LLC, an Ohio limited liability company (the “Grantor”), having an address of 765 Russell Strausse Rd, Cookeville, TN 38501, for valuable consideration paid, hereby quitclaims, to the City of Grove City, Ohio, an Ohio municipal corporation (the “Grantee”), whose tax mailing address is 4035 Broadway, Grove City, Ohio 43123, the real property situated in the State of Ohio, County of Franklin, and being legally described on Exhibit "A", attached hereto and incorporated by this reference herein.

PRIOR INSTRUMENT REFERENCE: Instrument No. 201304180064121 in the Franklin County, Ohio Recorder’s Office.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the date set forth below.

SAI Hotels LLC (“Grantor”)

By: _____

Its: _____

Print Name: _____

State of Ohio :
 : SS
County of Franklin :

BE IT REMEMBERED, that on this _ day of _____, 2013, before me, the subscriber, a Notary Public in and for said state, personally appeared _____, the _____ of SAI Hotels LLC, the Grantor in the foregoing deed, and acknowledged the signing thereof to be his/her voluntary act and deed for and on behalf of said limited liability company.

Notary Public

SITE ENGINEERING

— Incorporated —
Civil Engineers & Surveyors

RECEIVED

7453 East Main Street
Reynoldsburg, OH 43068
phone: 614-759-9900
fax: 614-759-9902
email: siteeng@siteeng.com

SEI FILE NO. 3485
JACKPOT ROAD AND KILLDEER DRIVE
GROVE CITY, OHIO

PROPOSED RIGHT-OF-WAY DESCRIPTION

August 5, 2013

Situated in the State of Ohio, County of Franklin, City of Grove City, (formerly Jackson Township) Virginia Military Survey No. 8231, being 0.0031 acres all out of that 1.212 acre tract of land described in a deed to NANUBHAI and MANJU PATEL of record in Official Record 22973E13 (all references in this description are to the records in the Recorder's Office, Franklin County, Ohio) being part of Parcel No. 2 as same is designated and delineated on the recorded plat of "JACKPOT PARCELS" in Plat Book 39, Page 105 said 0.0031 acres being more particularly described as follows:

Beginning, for reference, at an iron pin found capped "EMH&T" (flush with grade) on the easterly line of said Parcel No. 2, at the northeasterly corner of said 1.212 acre tract, being the southeasterly corner of that 0.378 acre tract described in a deed to The City of Grove City, Ohio of record in O.R. 24361A20 for KILLDEER DRIVE 50' right-of-way, and being the southwesterly corner of that 1.531 acre tract described in a deed to The City of Grove City, Ohio of record in Instrument No. 200209060221714;

Thence South $86^{\circ} 03' 47''$ West 327.04 feet, along the northerly line of said 1.212 acre tract and the southerly line of said 0.378 acre tract (KILLDEER DRIVE 50 feet wide) to a drill hole set at the True Point of Beginning, at the northwesterly corner of said 1.212 acre tract, on the easterly right-of-way line of Jackpot Road (60 feet wide, Plat Book 39, Page 105);

Thence North $86^{\circ} 03' 47''$ East 24.99 feet, along the northerly line of said 1.212 acre tract and the southerly line of said 0.378 acre tract (KILLDEER DRIVE 50 feet wide) to an iron pin set;

Thence southwesterly along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of $89^{\circ} 58' 32''$, an arc length of 39.26 feet, the chord of which bears South $41^{\circ} 04' 31''$ West 35.35 feet, to an iron pin set on the easterly right-of-way line of Jackpot Road (60 feet wide, Plat Book 39, Page 105);

Thence North $03^{\circ} 54' 45''$ West 24.99 feet, along the westerly line of said 1.212 acre tract and said easterly right-of-way line to the Point of Beginning, containing 0.0031 acres of land, more or less, subject to any easements, restrictions or right-of-ways of previous record.

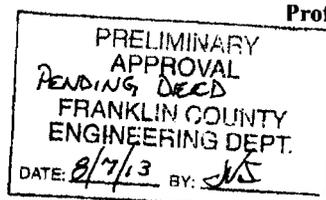
NOTE: Bearings are used for the determination of angles only. For the purpose of this description, a bearing of South $01^{\circ} 43' 10''$ West was used on the easterly line of the parent 1.212 acre tract and all other bearings were calculated from this meridian. The iron pins set are 5/8" rebars, 30" long with yellow plastic cap stamped "SITE ENG INC."

The above description was prepared from an actual field survey of the tract during January, 2009 and August 2013 by Site Engineering, Inc.

SITE ENGINEERING, INC.

By Mark A. Hazel, p.s.
Mark A. Hazel
Professional Surveyor No. 7039

8-5-13
Date



SITE ENGINEERING, INC.
 7453 EAST MAIN STREET
 REYNOLDSBURG, OHIO 43068
 PHONE: (614) 759-9900

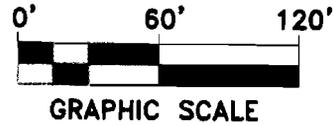
RECEIVED

AUG 16 2013

FILE # 3485
 GC PLANNING COMMISSION
 DATE: 7-5-13

Proposed R/W Data

- ① N86°03'47"E 24.99'
- ② R=25.00'
 $\Delta=89^{\circ}58'32''$
 A=39.26'
 CB=S41°04'31"W
 CH=35.35'
- ③ N03°54'45"W 24.99'



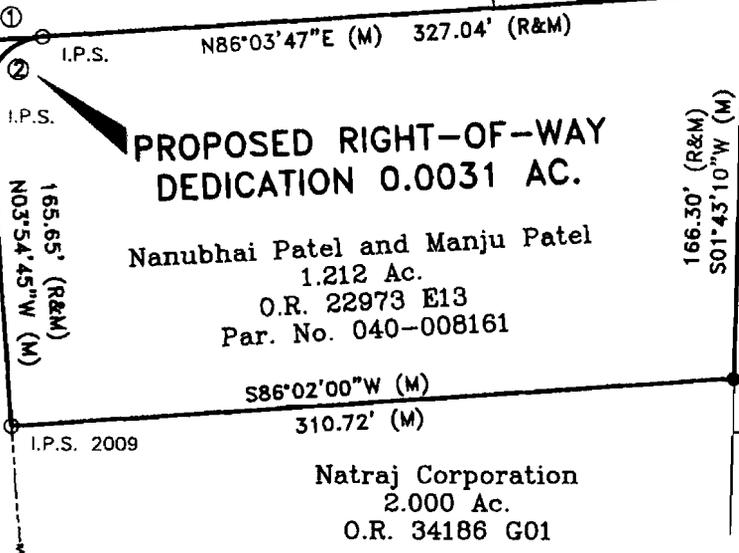
SCALE: 1"=60'

The City Of Grove City, Ohio
 1.531 Ac.
 Inst #200209060221714

The City Of Grove City, Ohio
 0.378 Ac.
 O.R. 24361 A20

KILLDEER DRIVE (50')

Mag Nail Fd.
 POINT OF BEGINNING
 DRILL HOLE SET 2009
JACKPOT ROAD (60')
 P.B. 39, PG. 105



I.P. Fd. Capped EMH&T (flush)

REFERENCE POINT OF BEGINNING

BEARING REFERENCE LINE
 Robarco, Inc.
 8.994 Ac Orig.
 D.B. 3514, PG. 362

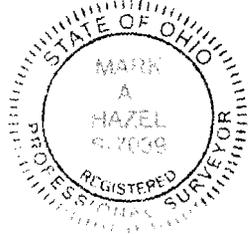
I.P. Fd. Bent
 S45°45'05"W, 0.17'

Situated in the State of Ohio, County of Franklin, City of Grove City, (formerly Jackson Township) Virginia Military Survey No. 8231, being 0.0031 acres all out of that 1.212 acre tract of land described in a deed to NANUBHAI and MANJU PATEL of record in Official Record 22973E13, being part of Parcel No. 2 as same is designated and delineated on the recorded plat of "JACKPOT PARCELS" in Plat Book 39, Page 105 of record in the Recorder's Office, Franklin County, Ohio.

This plat was prepared from an actual field survey during January 2009 and August 2013 by Site Engineering, Inc. Bearings are used for the determination of angles only. For the purpose of this survey a bearing of S01°43'10" W was used on the easterly line of the parent 1.212 acre tract and all other bearings were calculated from this meridian. Iron Pins Set (I.P.S.) are 3/8" rebars, 30" long with yellow plastic caps stamped "SITE ENG INC".

SITE ENGINEERING, INC.

By Mark A. Hazel, Jr. 8-14-13
 Professional Surveyor No. 7039



Date: 10/28/13
Introduced By: Ms. KMcGraw
Committee: Lands
Originated By: Mayor Stage
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-50-13
1st Reading: 11/04/13
Public Notice: 0 / /13
2nd Reading: 0 / /13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR-50-13

A RESOLUTION RATIFYING THE AMENDED ARTICLES OF AGREEMENT AND BY-LAWS FOR THE MID-OHIO REGIONAL PLANNING COMMISSION

WHEREAS, it is the desire of the Mid-Ohio Regional Planning Commission to make efficient and effective use of its resources while maintaining compliance with all federal, state, and local laws and regulations applicable to it; and

WHEREAS, MORPC's Articles of Agreement and Bylaws Review Committee conducted a review of MORPC's Articles of Agreement and Bylaws to determine whether any existing provisions should be updated or revised to provide more clarity, consistency, flexibility and simplicity; and

WHEREAS, the Committee presented proposed amendments to the Mid-Ohio Regional Planning Commission's Articles of Agreement and Bylaws; and

WHEREAS, on September 19, 2013, MORPC adopted the proposed amendments to the Mid-Ohio Regional Planning Commission's Articles of Agreement and Bylaws; and

WHEREAS, the MORPC governance body is comprised of representatives appointed by MORPC members; and

WHEREAS, the Commission recommends ratification of the amended Articles of Agreement per MORPC Resolution 21-13.

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

SECTION 1. Council hereby approves the Mid-Ohio Regional Planning Commission's Amended Articles of Agreement and By-Laws, attached hereto as Exhibits "A" and "B."

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
resolution is correct as to form.

Stephen J. Smith, Director of Law

CP-50-13
Exhibit A

MID-OHIO REGIONAL PLANNING COMMISSION

ARTICLES OF AGREEMENT

ARTICLE I – MISSION & REGION

The Mid-Ohio Regional Planning Commission (hereinafter referred to as the COMMISSION) shall carry out the following mission:

- Improve the ability of local governments or other entities to deal with local or regional issues.
- Assist local governments in making best use of local tax dollars and other resources through planning, capital improvements programming, shared services and collaboration, policy advocacy, and management best practices.
- Increase the amount of federal and state funds flowing into the region for use in meeting needs recognized by local governments.
- Manage federal, state and in-house rules and regulations associated with grant programs and operation of local activities.

The region (hereinafter referred to as the REGION) for which the COMMISSION is created and shall be maintained, is the Central Ohio Regional Planning Area which shall include the geographic area of Franklin County and other local units of government that are cooperating in the work of the COMMISSION.

ARTICLE II – MEMBERSHIP OF THE COMMISSION

There shall be two general classes of membership on the COMMISSION, full membership with voting rights and associate membership without voting rights.

A. ELIGIBILITY

Any municipality, board of township trustees, or board of county commissioners representing a local unit of government which is within, contiguous to or near Franklin County, is eligible for a full membership with the COMMISSION.

Other units of local government (as enabled in O.R.C. 713.21) may become associate members upon such terms as may be agreed upon by the COMMISSION.

B. CONDITIONS

*Amended October 18, 1979 by adoption of Resolution 40-79
Amended April 22, 1982 by adoption of Resolution 18-82
Amended November 16, 1989 by adoption of Resolution 33-89
Amended December 19, 1991 by adoption of Resolution 28-91
Amended September 19, 2013 by adoption of Resolution 21-13*

To acquire and retain full membership on the COMMISSION, a prospective participating organization must:

1. Formally enter into the Articles of Agreement of the COMMISSION by obtaining approval to join the COMMISSION from the prospective participating organization's legislative body including authorization to enter into the Articles of Agreement of the COMMISSION and submitting a copy of the approved authorizing legislation to the COMMISSION.
2. Pay the appropriate participation fees as set forth in Article IX of these Articles of Agreement.
3. Maintain or create, for local planning responsibilities, an appropriate planning organization such as a municipal planning commission or legislative authority where it serves as the municipal planning commission.

In the instance of a local unit of government, other than a municipality, township, or county, such conditions as may be established by the COMMISSION shall be satisfied.

C. REPRESENTATION

The COMMISSION supports diversity in all of its activities, consequently members are strongly encouraged to appoint representatives who can speak for diverse groups including disadvantaged, low income, and minority groups. Additionally, the COMMISSION can benefit from additional expertise such as housing, financial, planning, technology, energy, etc., and members are encouraged to consider appointment of representatives with such relevant expertise.

Further, in order for the COMMISSION to retain its role as a forum for central Ohio's local government leaders, each full member shall be represented by at least one elected or appointed official who has a high degree of decision-making authority.

Additional representation requirements shall be defined in the Bylaws of the COMMISSION.

D. TERM OF SERVICE

Representatives to the COMMISSION shall serve at the pleasure of their appointing authority.

E. VACANCIES

A vacancy on the COMMISSION shall be filled by the authority that appointed such representative in the first instance.

F. VOTING

Each full member representative to the COMMISSION shall be entitled to vote on all motions acted upon by the COMMISSION.

G. ACCEPTANCE OF NEW MEMBERS

A unit of local government which is eligible by virtue of the Ohio Revised Code and these Articles of Agreement for full membership and has fulfilled the conditions of Article II.B. of these Articles of Agreement, may apply for representation on the COMMISSION.

Upon acceptance by the COMMISSION as a full member, the unit of local government shall become a participating organization in cooperative association with the COMMISSION.

Units of local government eligible for associate membership shall be accepted as members in a manner as may be established by the COMMISSION.

H. WITHDRAWAL OF MEMBERSHIP

The legislative authority of any member may terminate its membership with the COMMISSION at any time by adopting a resolution to do so, delivering a certified copy thereof to the Secretary of the COMMISSION, and withdrawing its representatives from the COMMISSION. So far as active participation is concerned, such withdrawal shall be effective upon delivery, but shall not relieve the withdrawing party of its obligation to contribute its share of the cost for the year in which the withdrawal occurs. However, if any such member shall withdraw at any time within the last six months of the year in which it became a member, such withdrawing party shall contribute its share of the cost for the first six months of the year next ensuing. Any legislative authority or other unit of local government not contributing as provided by Article IX hereof may, by a determination of the COMMISSION, be deemed to have withdrawn.

If any member fails to meet the requirements set out in Article II.B., that member shall receive a notice of such failure from the COMMISSION. If after six months from the date of the notice the member continues to fail to meet the requirements set out in Article II.B., the member is deemed to be withdrawn, and a notice from the COMMISSION to that effect shall be forwarded to the former member.

ARTICLE III – POWERS AND DUTIES OF THE COMMISSION

The COMMISSION shall have all powers, duties and responsibilities pertaining to regional planning commissions, specified in Section 713.21 to 713.27 of the Ohio Revised Code and as otherwise permitted by federal, state or local law.

The COMMISSION shall provide planning and consultation services concerning local and regional problems and shall review and report its findings on state and federal grant applications when requested by members. The COMMISSION may also provide planning assistance for any member. The cost thereof shall be paid by such member in such a manner and amount as may be agreed on between the COMMISSION and the member.

Any such work so undertaken and completed by the COMMISSION shall be of an advisory or recommending nature which, may or may not be adopted by the member's planning organization. The fact that such planning organization refuses to adopt such work shall not relieve the member from the obligation to pay the amount specified under the contract.

The COMMISSION, after making a regional plan or any change, supplement or abolition thereof, shall certify a copy thereof to the planning commission of each municipality, to the township trustees, and the county commissioners of the REGION.

The planning commission of any municipality to which such a plan, change, supplement or abolition is certified may adopt the same, and it shall thereupon have the same force and effect within such municipality as is provided by law or charter for plans prepared and adopted by said planning commission. The boards of county commissioners may adopt said plan, change, supplement, or abolition so far as it related to non-municipal territory within their respective jurisdictions. When so adopted, said plan, change, supplement or abolition shall be certified to the COMMISSION and filed with the county recorder of affected counties as provided by law.

ARTICLE IV – LOCAL PLANNING RESPONSIBILITIES

Detailed planning within a single political jurisdiction is not the responsibility of the COMMISSION, but shall remain the responsibility of the planning organization or agency for that local unit of government.

If a county or only a part of a county becomes a member of the COMMISSION, a mutual agreement between the COMMISSION and the regional planning commission involved shall be required to determine how regional planning will be effectuated in that part of the county within the COMMISSION'S planning area. Regardless of the type, planning organizations of members may exercise the option of utilizing COMMISSION staff in lieu of maintaining their own permanent staff by entering into an appropriate agreement with the COMMISSION and paying the required costs agreed upon by the parties thereto.

ARTICLE V – OFFICERS OF THE COMMISSION

A. OFFICERS

1. Chair and Vice Chair

The chair and vice chair shall each be members of the COMMISSION and be elected by representatives of the COMMISSION at its annual meeting each year. Each shall hold office until the annual meeting next after his or her election and until his or her successor is elected and qualified. The duties of the chair shall include the appointment of standing, ad hoc, and other committees as authorized by Article VII of these Articles, unless other provisions for their appointment have been adopted. The chair may appoint such special committees or task forces as may be necessary from time to time in order to perform the duties set forth in the Articles of Agreement, or as the Commission may otherwise direct. The chair shall preside at all meetings of the COMMISSION. The vice chair shall serve as chair during any absence of the chair and shall assist the chair in performance of duties.

2. Secretary

The COMMISSION at its annual meeting each year shall elect a secretary. The secretary shall hold office until the annual meeting next after his or her election and until his or her successor is elected and qualified. It shall be the duty of the secretary to ensure a full record of the proceedings of the COMMISSION and of its committees is kept, and he or she shall perform such other duties as the COMMISSION may from time to time direct.

B. VACANCIES

Should the offices of chair, vice chair or secretary become vacant, the COMMISSION may at its next regular meeting receive nominations from the Nominating Committee as well as from the floor and elect a successor; however, such vacancy shall be filled within a period of five months. When a vacancy occurs, the COMMISSION shall appoint an interim officer at its next regular meeting. Such interim officer shall possess all the powers of a regular officer and shall serve until the position is filled by the COMMISSION.

ARTICLE VI – EMPLOYEES

The COMMISSION or its delegate may authorize the employment of a director, and such planners, engineers, accountants and others as may be necessary, and determine their

compensation. Personnel shall not be under civil service but shall be eligible for and covered by the Ohio Public Employees Retirement System.

ARTICLE VII – COMMITTEES OF THE COMMISSION

The Bylaws adopted by the COMMISSION shall provide for the establishment of standing, ad hoc, and other committees, at least one of which shall oversee financial, administrative and personnel matters; a county planning area committee and subcommittee for each county without a county or regional planning commission; and a transportation policy committee.

The method of selection, term, name, duties and responsibilities of committees shall be provided in the Bylaws of the COMMISSION.

ARTICLE VIII – ELECTIONS

A. NOMINATING COMMITTEE

There shall be established a Nominating Committee, the members of which shall be appointed by the chair of the COMMISSION and confirmed by the COMMISSION. Said Nominating Committee shall be composed of five (5) members of the COMMISSION, and not more than two (2) of these five shall be appointees from any one type of jurisdiction (i.e., counties, cities, villages, or townships) in order to provide for a broad perspective from among the governments represented on the COMMISSION as indicated in Article II.C. of these Articles. The Nominating Committee shall designate its chair from its members.

B. NOMINATION FOR ELECTION

At least twenty (20) days prior to the annual meeting, the chair shall appoint the Nominating Committee. Said Nominating Committee having been duly appointed and confirmed shall, at least ten (10) days prior to the annual meeting of the COMMISSION, report the names of the candidates so nominated to the secretary. The secretary shall advise each member of the COMMISSION, in writing, at least five (5) days prior to the annual meeting as to the nominees so selected. At the annual meeting, the chair of the Nominating Committee shall report the names so nominated. After this report is presented, nominations from the floor shall be invited. Such nominations must be seconded. The secretary then shall prepare ballots properly identifying the nominees, said ballots shall be distributed and tallied during the annual meeting by a temporary committee appointed for that purpose.

ARTICLE IX – FINANCIAL PROVISIONS

The cost of maintaining the COMMISSION for regional planning purposes shall be apportioned in accordance with the Bylaws. Each member shall contribute annually according to the fee schedule adopted by the COMMISSION.

ARTICLE X – AMENDMENT

These Articles of Agreement may be amended by resolution adopted by the COMMISSION at any regular or special meeting and confirmed by a majority of the full members.

ARTICLE XI – TIME OF TAKING EFFECT

These Articles of Agreement shall take effect upon the adoption of the resolution of adoption of these Articles of Agreement by the COMMISSION at any of its regular or special meetings, and the confirmation by a majority of the members within one year thereafter.

ARTICLE XII – TAX EXEMPT STATUS AND DISSOLUTION

Notwithstanding any other provision of these articles, the organization shall not carry on any other activities not permitted to be carried on, (a) by an organization exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), or (b) by an organization, contributions to which are deductible under Section 170(c) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

Upon the dissolution of the organization, the Members of the COMMISSION shall, after paying or making provision for the payment of all of the liabilities of the organization, dispose of all of the assets of the organization in such manner so that they can be used exclusively for public purposes.

CR-50-13
Exhibit B

MID-OHIO REGIONAL PLANNING COMMISSION

BYLAWS

SECTION I - COMMISSION

A. PARLIAMENTARY PROCEDURE

On matters not addressed by the Articles of Agreement or Bylaws, Robert's Rules of Order revised (current version) shall govern the meetings of MORPC and meetings of all committees included in these bylaws.

B. REPRESENTATION

Representatives to the COMMISSION must be selected as follows:

1. Representation on the COMMISSION

- a) Representation for municipalities and for the unincorporated portions of townships shall be based upon the entire population of the municipality or the unincorporated portion of the township as reported in the most recent U.S. Census or MORPC estimate.
- b) Representation for counties shall be based upon the entire population of the villages and unincorporated portions of townships within that county plus 10% of the population of the cities within that county as reported in the most recent U.S. census or MORPC estimate. In addition, the county engineer's office of counties which are entirely within the MORPC Metropolitan Planning Organization boundary shall be represented on the COMMISSION.
- c) Representation on the COMMISSION for full members shall be determined based upon Table 1 Full Member Representation.
- d) Associate members shall have such representation as may be established by the COMMISSION.

Table 1: Full Member Representation		
Representatives	Full Member Population Range	
	Minimum	Maximum
1	1	10,000
2	10,001	40,000
3	40,001	60,000
4	60,001	80,000
5	80,001	100,000
6	100,001	120,000
7	120,001	140,000
8	140,001	160,000
9	160,001	180,000
10	180,001	200,000
11	200,001	250,000
12	250,001	300,000
13	300,001	400,000
14	400,001	500,000
15	500,001	and up

Amended April 19, 2001 by adoption of Resolution 8-01

Amended November 15, 2001 by adoption of Resolution 29-01

Amended April 21, 2005 by adoption of Resolution 13-05

Amended November 10, 2011 by adoption of Resolution 46-11

Amended September 19, 2013 by adoption of Resolution 21-13

2. Appointing Authority

- a) Full member representatives shall be appointed and submitted to MORPC in writing by the mayor, chief executive officer, council president serving as mayor, or legislative body as determined by the local unit of government.
- b) Associate member representatives shall be appointed by such means as may be established by the COMMISSION.

C. FINANCIAL PROVISIONS AND APPORTIONMENT OF COSTS

Each year the COMMISSION shall adopt a fee schedule by July 31 to be used in assessing members for the upcoming calendar year. In every year evenly divisible by five, the COMMISSION shall establish a five-year fee schedule which it shall not exceed when adopting fees for each upcoming year. Each year the COMMISSION shall provide a non-binding estimate of fees for the next five (5) years for members to use in their financial planning.

Each participating municipality, participating county and member township shall contribute annually according to the fee schedule adopted by the COMMISSION. When per-capita fees are used, each member township shall contribute based on the population used to calculate its representation in Section I.B.

The contribution for the first year of membership shall be paid during the month following the execution of an agreement between the member and the COMMISSION, and shall amount to that part of the appropriate annual participation cost pro-rated on the basis of the balance of the time remaining in that calendar year.

In addition each participating full member shall contribute not more than seven (7) cents per capita of its population equal to its population used to calculate its representation in Section I.B. The funds so contributed shall be set aside in a separate fund to amortize lease payments on the building or buildings housing the COMMISSION'S offices and shall be used for no other purpose. In the event that the COMMISSION decides that further capital improvements are needed after this lease is paid out, the seven cents will continue to be committed to such purpose. If they are not needed, then these contributions shall cease.

Associate members shall contribute at the rate and in the manner as may be established at the time they become a participant, but this rate and manner may be revised by the COMMISSION from time to time.

When per-capita fees are used in assessing annual member fees, all current year population figures for municipalities, townships and counties shall be based on the latest U.S. Census when available, or an estimate thereof made by the COMMISSION.

D. QUORUM

1. A quorum shall be defined as those members present and eligible to vote at any COMMISSION meeting and/or committee meeting. An affirmative vote of a majority of the quorum is necessary for any action taken.

E. CODE OF ETHICS

All members of the COMMISSION and all committees included within these Bylaws shall be aware of and governed by the current Code of Ethics adopted by MORPC.

SECTION II – EXECUTIVE COMMITTEE

A. MEMBERSHIP

1. In 1998, one-half of the members were appointed for a one-year term and one-half of the members for a two-year term by the COMMISSION at an annual meeting. Thereafter, members are appointed for two-year terms by the COMMISSION at the annual meeting. Nominees shall be from recommendations by the Nominating Committee, with input from the officers and Executive Committee. Any member may be reappointed to an additional two terms of two years each (maximum membership of six years).
2. Additional voting members shall consist of the current officers, the most recent past chair willing to serve, selected committee chairs and working group chairs during the tenure of their groups.
3. The Nominating Committee shall attempt to encourage a diversity of membership representation on the Executive Committee by taking into consideration the following constituency groups:
 - a) Representation from Columbus, suburbs, counties, villages and townships
 - b) Members who are elected and nonelected
 - c) Members who are full-time (career) and part-time public officials
4. The vice chair of the COMMISSION shall chair the Executive Committee.

B. EXECUTIVE COMMITTEE DUTIES

1. The Executive Committee shall:
 - a) Review, study and approve operational policy and routine financial and administrative matters as necessary.
 - b) With the COMMISSION, develop and recommend public policy matters for discussion, input and approval.
 - c) Develop, monitor and recommend changes to the COMMISSION in the overall strategic direction of the organization.
 - d) Meet monthly as necessary.
 - e) Be responsible for other duties as may be delegated or assigned to it by the COMMISSION.
2. The Executive Committee shall act on behalf of the full COMMISSION with regard to personnel matters. Such authority shall include but not be limited to the following:
 - a) Establishing annual compensation limits within amounts budgeted and appropriated by the COMMISSION for salaries and benefits.
 - b) Reviewing and adopting personnel policies to be maintained in an employee guidebook.
 - c) Making final and binding decisions on discrimination grievances as required by MORPC's Affirmative Action program.
 - d) Subject to the Articles of Agreement, establishing proper level of personnel decision-making authority for the executive director and directors and monitor staff personnel activities monthly.
3. The Executive Committee shall periodically review and recommend revisions to the COMMISSION's general administrative policies and rules.

SECTION III – FINANCIAL AUTHORIZATIONS

- A. The COMMISSION shall at least annually approve an operating and capital budget and authorize appropriations.
- B. Subject to an approved budget and appropriation, the authority to make obligations or enter into agreements shall be:
 - 1. Department heads and directors for obligations up to \$2,000
 - 2. Executive director for obligations up to \$75,000
 - 3. Executive director plus an Executive Committee resolution for obligations and agreements greater than \$75,000
- C. The following approvals shall be required to authorize the expenditure of funds for goods and services and for the approval of payments:
 - 1. Finance director shall authorize all expenditures and payments.
 - 2. Chief of staff shall authorize all expenditures and payments over \$2,000.
 - 3. Executive director and COMMISSION chair (or alternate officer) shall authorize all expenditures and payments greater than \$25,000.
 - 4. Executive director shall authorize all expenditures and payments to the chief of staff or finance director, regardless of amount.
 - 5. The COMMISSION chair shall approve all expenditures and payments to the executive director or any MORPC COMMISSION member, regardless of amount. If the COMMISSION chair is unavailable, an alternate officer may approve; however, no official may authorize or sign for his/her own expenditure or payment. Furthermore, no official may be the sole approval authority for any individual transaction. Another officer shall authorize all expenditures and payments to the COMMISSION chair.
 - 6. If an emergency exists in the absence of the finance director, the assistant finance director or equivalent staff member serving as the acting finance director may approve payments. If an emergency exists in the absence of the executive director, the chief of staff or alternately designated acting executive director may authorize payments. An emergency exists when circumstances present the need to:
 - a) meet a deadline or commitment
 - b) take advantage of a discount or opportunity
 - c) avoid a penalty

SECTION IV – LAND USE PLANNING ADVISORY COMMITTEE (LUPAC)

- A. PURPOSE AND RESPONSIBILITIES OF THE LUPAC
 - 1. a) LUPAC has been delegated the responsibility to review “small” township rezoning cases in unincorporated areas of Franklin County and make recommendations as required by Section 519.12(E) of the Ohio Revised Code to the township on behalf of the MORPC COMMISSION.
 - b) The purpose of the LUPAC is to review rezoning cases in Franklin County for townships with township zoning.

- c) All "large" township rezoning cases shall be forwarded directly to the MORPC COMMISSION for review and recommendation. (See MORPC COMMISSION Review below.)
 - d) Small rezoning cases will be defined as those with less than 100 lots proposed. Large rezoning cases will be defined as those with greater than 100 lots proposed or cases using a wastewater treatment system other than conventional on-site or central sanitary sewer system.
2. LUPAC is also delegated the responsibility to review township zoning text amendments and recommend action to the MORPC COMMISSION.
 3. LUPAC shall also serve as a resource to the MORPC COMMISSION to review and recommend policies on a wide range of land use issues including, but not limited to, land use related legislative initiatives, local, county and regional land use plans and development code revisions.

B. MEETINGS

1. LUPAC shall meet as necessary to hear small township rezoning cases and township zoning text amendments.
2. Quorum will be met by a simple majority of the members being present.
3. LUPAC recommendations on small township rezoning cases shall be forwarded to the respective township on behalf of the MORPC COMMISSION as required by Section 519.12(E) of the Ohio Revised Code.
4. LUPAC recommended action on township zoning text amendments shall be forwarded to the MORPC COMMISSION for consideration.

C. MORPC COMMISSION REVIEW

1. Large township rezoning cases shall be reviewed by LUPAC. LUPAC will forward recommendations to the MORPC COMMISSION for action.
2. Only MORPC COMMISSION members from within Franklin County shall vote on recommendations on large township rezoning cases or township zoning text amendments. MORPC COMMISSION recommendations shall be forwarded to the respective township as required by Section 519.12(E) of the Ohio Revised Code.
3. The MORPC COMMISSION shall hear large township rezoning cases and make its recommendation at a regularly scheduled COMMISSION meeting. The MORPC chair shall call a special COMMISSION meeting to hear a large township rezoning case if necessary to comply with the township public hearing date as specified in the Ohio Revised Code.

D. LUPAC MEMBERS, APPOINTMENTS AND OFFICERS

1. LUPAC shall be comprised of five (5) MORPC COMMISSION members from within Franklin County as follows:
 - 1 - Franklin County Engineer
 - 1 - Franklin County at-large representative
 - 1 - Franklin County municipality
 - 2 - Franklin County townships
2. The MORPC chair, upon input from the MORPC executive director and LUPAC chair, shall appoint LUPAC members and alternates annually (no later than May).

3. LUPAC members shall elect a chair and vice chair annually (no later than July).
4. Alternates may be used when a majority will not be reached by the LUPAC members or when members will be unable to attend. Alternates should be from Franklin County and will be appointed by the chair of the COMMISSION. Alternates will have the ability to vote.

SECTION V – TRANSPORTATION POLICY COMMITTEE

A. NAME

The name of this committee shall be the Transportation Policy Committee for the Mid-Ohio Regional Planning COMMISSION.

B. ORIGIN

The Transportation Policy Committee is provided for in the federally required Prospectus to the annual Planning Work Program.

C. PURPOSE

The Transportation Policy Committee for the Mid-Ohio Regional Planning COMMISSION is designated as the "Metropolitan Planning Organization" (MPO) for the Columbus metropolitan planning area as authorized in federal transportation planning regulations and under agreement with the Ohio Department of Transportation. The Transportation Policy Committee is the forum for cooperative decision-making that will be taking the required approval actions as the MPO. The metropolitan area, per 23 United States Code §134 and 49 United States Code §5303, as amended, must have a continuing, cooperative, and comprehensive ("3C") transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals. These plans and programs shall lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods. The MPO, in cooperation with the state and with operators of publicly owned transit services, shall be responsible for carrying out the metropolitan transportation planning process.

D. QUORUM

A quorum shall be defined as those members present and eligible to vote at any meeting. An affirmative vote of a majority of the quorum is necessary for any action taken.

E. MEMBERSHIP

Representation on the Transportation Policy Committee shall consist of local elected officials or their representatives, officials of public agencies that administer or operate major modes of transportation in the transportation study area, and appropriate State transportation officials; and such other local elected officials, public transportation agencies, or appropriate State officials as determined by the Transportation Policy Committee. The transportation study area is that portion of central Ohio that has been identified and mutually agreed to be included in it by the Transportation Policy Committee and the Governor of Ohio, acting through the Ohio Department of Transportation, subject to the approval of the United States Department of Transportation.

Representation shall be determined as follows:

1. Full members of the COMMISSION that are located wholly or partially within the boundaries of the transportation study area. These members will have the same representatives on the Transportation Policy Committee as they have on the MORPC COMMISSION.

2. The Commissioners of any county which is not a member of the COMMISSION, but which has territory within the transportation planning area and which has entered into a commitment to participate in the 3C process for that territory shall be entitled to one representative on the Transportation Policy Committee.
3. Cities, villages and townships that are located wholly or partially within the boundaries of the transportation study area that are dues-paying members of the transportation program but are not full members of MORPC are entitled to one representative each on the Transportation Policy Committee, selected by the city, village or township.
4. Transportation Agencies:

In addition to the community representatives detailed above, the Transportation Policy Committee will offer representation (1 representative per entity) to the following transportation-related entities:

- a) Major authorities or agencies operating per the Ohio Revised Code, whose primary function is to provide transportation services or operate transportation facilities within the transportation study area such as, but not limited to:
 - i. Central Ohio Transit Authority
 - ii. Columbus Regional Airport Authority
 - iii. Delaware Area Transit Agency
 - iv. Licking County Transit Board
 - v. Lancaster Public Transit System
- b) The Ohio Department of Transportation
- c) The Ohio Environmental Protection Agency
- d) Others, or modifications to the above, as may be required or recommended by the U.S. Department of Transportation or the Ohio Department of Transportation
- e) Each transportation agency may designate a primary representative and an alternate representative who may be seated at such times as the primary representative is unable to participate in the Transportation Policy Committee.
- f) Other local elected officials or their representatives, public transportation agencies, or appropriate state officials as determined by the Transportation Policy Committee including officers of the COMMISSION in the event that the officer is not already a member of the Transportation Policy Committee and the current chairperson of the MORPC Community Advisory Committee.

F. OFFICERS

The officers of the Transportation Policy Committee shall be the same as those of the COMMISSION and shall serve in the same roles and for the same terms. The chair may appoint such special committees or task forces as may be necessary from time to time in order to perform the purpose of the Transportation Policy Committee, or as the Transportation Policy Committee may otherwise direct. The chair shall preside at all meetings of the Transportation Policy Committee. The vice chair shall serve as chair during any absence of the Chair and shall assist the Chair in performance of duties. It shall be the duty of the secretary to ensure that a full record of the proceedings of the Transportation Policy Committee is prepared and kept, and he or she shall perform such other duties as the Transportation Policy Committee may from time to time direct.

G. SUBCOMMITTEES

The Transportation Policy Committee is advised by three standing subcommittees:

1. The Community Advisory Committee is provided for in the Public Involvement Process (as is required under federal transportation planning regulations), which sets out participation requirements for Metropolitan Transportation Planning and Programming.
2. The Transportation Advisory Committee is to provide technical advice to the Transportation Policy Committee as defined in the biennial Agreement between the Mid-Ohio Regional Planning COMMISSION and the State of Ohio, Department of Transportation, for Urban Transportation Planning and Transportation Programs.
3. The Attributable Funds Committee is to provide advice to the Transportation Policy Committee, the Transportation Advisory Committee (TAC), and the Community Advisory Committee (CAC) on the development and execution of the processes used to allocate MORPC-attributable federal funds to projects and project sponsors.

The Transportation Policy Committee shall adopt guidelines to govern the subcommittees, the selection process for subcommittee members, and establish terms to encourage diverse involvement in subcommittee membership and leadership.

H. MEETINGS

The Transportation Policy Committee will meet monthly as necessary.

SECTION VI – REGIONAL POLICY ROUNDTABLE

A. NAME

The name of this committee shall be the Regional Policy Roundtable for the Mid-Ohio Regional Planning COMMISSION.

B. ORIGIN

The Regional Policy Roundtable is a standing committee to evaluate and advise the COMMISSION on legislative issues and public policy matters of regional importance at the local, state, and federal level.

C. PURPOSE

The Regional Policy Roundtable seeks to develop a public policy agenda that aims to reflect the objectives and ideals of both MORPC's members and the greater community. The public policy agenda will be reviewed and adopted by the COMMISSION. The COMMISSION and MORPC staff will utilize the public policy agenda to proactively advocate for policies and opportunities to enhance the quality of life in central Ohio and advance the region.

The Regional Policy Roundtable will identify new public policy areas, legislation, and issues of interest. The Roundtable will research and provide recommendations to the COMMISSION on positions on legislative and executive issues.

D. QUORUM

A quorum shall be defined as those members present and eligible to vote at any meeting. An affirmative vote of a majority of the quorum is necessary for any action taken.

E. MEMBERSHIP

Representation on the Regional Policy Roundtable shall consist of members from the COMMISSION, MORPC subcommittees and working groups, business community, non-profit organizations, education sector, and residents in the REGION.

The Regional Policy Roundtable shall adopt guidelines for membership, the selection process, and establish terms to encourage diverse involvement in subcommittee membership and leadership.

F. OFFICERS

The chair of the Regional Policy Roundtable shall be a full member representative of the COMMISSION and is selected and documented by the COMMISSION chair and executive director. He/she will serve a two-year term at the pleasure of the COMMISSION chair and executive director.

The vice chair of the Regional Policy Roundtable shall be a full member representative of the COMMISSION and is selected by the COMMISSION chair and executive director. He/she will serve a two-year term at the pleasure of the COMMISSION chair and executive director.

G. MEETINGS

The Regional Policy Roundtable will meet every other month or as necessary.

SECTION VII – TIME OF TAKING EFFECT

These Bylaws shall supersede any prior action of the COMMISSION inconsistent with such Bylaws. These Bylaws shall be effective upon the approval of the COMMISSION.

Date: 10/29/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-51-13
1st Reading: 11/04/13
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-51-13

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR TOSOH, SMD ADDITION LOCATED AT 3600 GANTZ ROAD

WHEREAS, on October 24, 2013, the Planning Commission recommended approval of the Development Plan for the Tosoh, SMD Addition, with the following stipulations:

1. The parapet wall shall be lowered to a height no taller than 35' or a height variance shall be obtained from the BZA to allow for the proposed 36' 2" building height.
2. A Landscape Plan shall be submitted for review and approval prior to final engineering approval;
3. Any utilized wall/building mounted light fixture shall be shielded to direct light up or down and match existing fixtures located on the structure

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

SECTION 1. This Council hereby accepts the Development Plan for the Tosoh SMD Addition, contingent upon the stipulations set by Planning Commission.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law