

GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

Dec. 02, 2013

6:00 Cap. Improve. & Caucus

7:00 - Reg. Meet.

PRESENTATION:

FINANCE: Mr. Bennett

- Ordinance C-78-13 Authorize the City Administrator to enter into a DS1 Service Agreement with AT&T and declare an emergency.
- Ordinance C-79-13 Appropriate \$25,000.00 from the Workers Compensation Fund for the Current Expense of Workers Compensation Claims. First reading.
- Ordinance C-80-13 Reduce the Appropriation Amount for Various Funds. First reading.
- Ordinance C-81-13 Appropriate \$5,400.00 from the Senior Nutrition Fund for Current Expenses. First reading.
- Ordinance C-82-13 Authorizing the Acquisition of Real Property Interest and Appropriate \$500,000.00 from the Pinnacle Tax Increment Equivalent Fund for the Current Expense of Real Property Acquisition for Park Land and related expenses and Authorizing Special Revenue Obligation Notes of the City to Finance the Acquisition of such Real Property Interests, and other documents related thereto. First reading.
-

LANDS: Ms. Klemack-McGraw

- Ordinance C-76-13 Approve the Plat for Meadow Grove Estates, Section 3, Part 1. Second reading and public hearing.
- Ordinance C-77-13 Approve the Plat for Meadow Grove Estates, Section 4, Phase A. Second reading and public hearing.
- Ordinance C-83-13 Consent to the Detachment of Territory in the City of Grove City to the Township of Jackson. First reading.
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ON FILE: Minutes of Nov. 18, Regular Council Meetings

Nov. 25 Minutes of BZA

Date: 11/25/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: X 30 Days:
Current Expense:

No. : C-78-13
1st Reading: 12/02/13
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-78-13

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A DS1 SERVICE AGREEMENT WITH AT&T AND DECLARE AN EMERGENCY

WHEREAS, the City currently utilizes AT&T for a DS1 Local Distribution Channel under a month to month pricing schedule; and

WHEREAS, the current month to month pricing is subject to change; and

WHEREAS, to obtain the best pricing, the City needs to enter into a contract with a term of twenty four (24) months; and

WHEREAS, it is estimated that a twenty-four (24) month contract will save the City approximately Four Thousand Dollars (\$4,000) a year; and

WHEREAS, an emergency exists for the health safety and general welfare of the community due to the expiration of the existing Agreement and the immediate need for Safety Division Communication Services.

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 Agreement with AT&T more fully described in Exhibit A, attached hereto.

SECTION 2. This ordinance is hereby declared an emergency measure for the reasons stated in the preamble and shall therefore go into immediate effect.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law



C-78-13
 Exhibit A

**AT&T INTRASTATE PRIVATE LINE DS1 SERVICE
 METRO BLITZ OFFER**

ILEC Service Agreement Provided Pursuant To Custom Rates and Terms

Customer	AT&T
City of Grove City Street Address: 3360 Park Street City: Grove City State/Province: OH Zip Code: 44309 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Mike Turner Title: I.T. Street Address: 3360 Park Street City: Grove City State/Province: OH Zip Code: 44309 Country: USA Telephone: 614-277-3000 Fax: Email: mturner@grovecityohio.gov Customer Account Number or Master Account Number: 614 R02-0173 671	Name: Robbie Ernst Street Address: 3120 Wall Street, Suite 200 City: Lexington State/Province: KY Zip Code: 40513 Country: USA Telephone: 859-229-9740 Fax: 314-242-1232 Email: re215e@att.com Sales/Branch Manager: Mike Frendt SCVP Name: Debra Harrison Sales Strata: NGEM Sales Region: Midwest <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

This Service Agreement ("Agreement") includes the attached Pricing Schedule and General Terms ("Pricing Schedule"), and incorporates the rates, terms and conditions in applicable Tariffs and/or Guidebooks (each a "Service Publication") identified in Section 1 of the Pricing Schedule.

Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Except when Service is used solely as transport for AT&T switched local or access service(s), Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes ten percent (10%) or less of the total traffic on any Service.

The Effective Date of this Service Agreement is the date signed by the last party, unless a later date is required by law or regulation.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

**AT&T INTRASTATE PRIVATE LINE DS1 SERVICE
METRO BLITZ OFFER
ILEC Service Agreement Provided Pursuant To Custom Rates and Terms**

Pricing Schedule and General Terms

1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION

Service	AT&T DS1 Service
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Service Provider (Select one option, only.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Illinois	AT&T Illinois Tariffs, including Tariff No. 19, Part 15, Section 3	http://cpr.att.com/illinois.htm
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/in/index.html
<input type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/mu/index.html
<input checked="" type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/oh/index.html
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, Part 15, Section 3	http://cpr.att.com/guidebook/wg/index.html

2. PRICING SCHEDULE TERM and EFFECTIVE DATES

Pricing Schedule Term ("Term")	(Select one) <input checked="" type="checkbox"/> 24 Months <input type="checkbox"/> 36 Months Months (min. 24, max. 36 mos.)
Pricing Schedule Term Start Date	on the Effective Date
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Fee Applicable to Calculation of Early Termination Charges	Minimum Payment Period# per Service Component
All Service Components	50%	Until the end of the Pricing Schedule Term

the minimum period for which Customer is required to pay recurring charges for the applicable Service component and is subject to early termination liability

**AT&T INTRASTATE PRIVATE LINE DS1 SERVICE
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For EXISTING SERVICE, complete the table below.

Complete a line for each existing Circuit ID.

Existing Circuit ID	Existing Billing Account	Existing Circuit ID	Existing Billing Account
DHZA.268344..OB	614 R02-0173 671		

(If additional circuits apply, please attach on a separate page.)

5. GENERAL TERMS

- a. Service Publications: AT&T may revise Tariffs and Guidebooks (collectively "Service Publications") at any time and may redirect the websites listed above. The order of priority of the documents is: this Service Agreement, then the applicable Service Publication; except Tariffs will be first wherever contract terms may not take precedence over inconsistent Tariff terms. This Agreement continues after the Pricing Schedule Term until Services no longer are provided, at which point the Agreement is terminated.
- b. Services: AT&T will provide or arrange to have its affiliate provide Services to Customer, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement and is responsible for their use of any Service.
- c. Access: Customer will allow AT&T timely access or will at Customer's expense obtain timely access to property (other than public property) and to equipment reasonably required for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items reasonably required for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).
- d. Safe Environment: Customer will ensure that the location where AT&T installs, maintains or provides Services ("Site") is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. If AT&T encounters hazardous materials, AT&T may terminate any affected component of a Service ("Service Component") or suspend performance.
- e. AT&T Equipment: Services may be provided using AT&T-owned equipment located at the Site ("AT&T Equipment"). Title to AT&T Equipment remains with AT&T. Customer must provide electric power for and keep all AT&T Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage (other than ordinary wear and tear) to all AT&T Equipment.
- f. Pricing Schedule Term: Except as stated in the Pricing Schedule, the prices listed in this Service Agreement are stabilized for the Pricing Schedule Term and apply in lieu of the corresponding prices set forth in the applicable Service Publication, and no promotion, credit, discount or waiver set forth in a Service Publication applies. After the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month service arrangement.
- g. Taxes: Prices are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services.
- h. Billing, Payments, Deposits and MARC: Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer ("Cutover"). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Service Publication) and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge late payment fees at the lowest of 1.5% per month (18% per annum), the rate specified in the Service Publication or the maximum rate allowed by law. If the Pricing Schedule includes a Minimum Annual Revenue Commitment ("MARC") and Customer's MARC-Eligible recurring and usage charges (after deducting discounts and credits) in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

**AT&T INTRASTATE PRIVATE LINE DS1 SERVICE
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i. Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend an affected Service or Service Component and, if the activity implicates the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service Component for material breach by AT&T if such breach is not cured within 30 days of notice. AT&T may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.

j. Termination Charges: If prior to Cutover Customer terminates a Service Component other than for cause or AT&T terminates a Service Component for cause, Customer will reimburse AT&T for time and materials, including any third-party charges, incurred prior to the effective date of termination. Thereafter, if Customer terminates a Service Component for Customer's convenience or AT&T terminates a Service Component for cause, Customer must pay: (i) 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service Component multiplied by the months remaining in an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, and (ii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. If the Pricing Schedule includes a MARC and Customer terminates other than for cause or AT&T terminates for cause, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term. In addition, Customer may terminate an affected Service Component without incurring termination charges if (i) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (ii) Customer gives 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (iii) AT&T does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of or changes to recovery fees, surcharges or taxes.

k. Limitations of liability and Disclaimers:

(1) AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. AT&T ALSO MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS). AT&T MAKES NO WARRANTY REGARDING: NETWORK SECURITY; ENCRYPTION EMPLOYED BY ANY SERVICE; INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED; THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION; OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T IS NOT LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

(2) AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

(3) These disclaimers and limitations will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

l. Infringement: AT&T agrees at its expense to defend and either to settle any claim against Customer, its corporate affiliates and its and their employees and directors or to pay all damages finally awarded against such parties if the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, except if the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties or combinations of the Service with any non-AT&T services or products; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T at its option may either procure the right for Customer to continue using the Service or may replace or modify the Service so that it is non-infringing or may terminate the Service without liability to Customer. Customer agrees at its expense to defend and either to settle any claim against AT&T, its affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties if: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions under (i)-(iv) of the preceding paragraph; or (ii) the claim alleges a breach by Customer, its affiliates or Users of a software license agreement governing software provided with the Services.

**AT&T INTRASTATE PRIVATE LINE DS1 SERVICE
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m. **ARBITRATION:** ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS VOID.

n. **General Provisions:** This Agreement and any pricing or other proposals are confidential to AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Services to be provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all previous agreements, whether written or oral. This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

6. NOTICE OF WITHDRAWAL

Service and Service Component Withdrawals during Service Agreement Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

For AT&T internal use only	
Billing Telephone Number for Existing service, if applicable:	614 R02-0173 671
SDA Code:	<input checked="" type="checkbox"/> MB24 <input type="checkbox"/> MB36

End of Document

Date: 11/25/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No.: C-79-13
1st Reading: 12/2/13
Public Notice: 12/5/13
2nd Reading: 12/16/13
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-79-13

AN ORDINANCE TO APPROPRIATE \$25,000.00 FROM THE WORKER'S COMPENSATION FUND FOR THE CURRENT EXPENSE OF WORKER'S COMPENSATION CLAIMS

WHEREAS, the Ohio Bureau of Worker's Compensation has granted the City of Grove City the privilege of self-insurance effective October 1, 2012; and

WHEREAS, the self-insurance program is funded by allocating costs to the user departments; and

WHEREAS, additional Worker's Compensation premiums need to be appropriated in order to be encumbered for 2013 claims.

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

SECTION 1. There is hereby appropriated \$25,000.00 from the unappropriated monies of the Worker's Compensation Fund to account #401000.546100 for the Current Expense of 2013 claims.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 121/25/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: X 30 Days: _____
Current Expense: _____

No. : C-80-13
1st Reading: 12/02/13
Public Notice: 12/05/13
2nd Reading: 12/16/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-80-13

AN ORDINANCE TO REDUCE THE APPROPRIATION AMOUNT FOR VARIOUS FUNDS AND DECLARE AN EMERGENCY

WHEREAS, various funds contain appropriations in excess of the 2013 Certificate of Resources; and

WHEREAS, the Certificate of Resources available for appropriation were calculated based on current information and best estimates immediately prior to the adoption of the 2013 Tax Budget in July, 2012; and

WHEREAS, the actual sources of revenue is expected to be less than anticipated in various funds; and

WHEREAS, it is necessary to reduce the appropriation amount in various funds in order to maintain a balance at or below the total estimated resources; and

WHEREAS, an emergency exists for the health, safety and general welfare of the community in that these amounts must be reduced before the end of the fiscal year so the various funds will balance correctly.

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

SECTION 1. There is hereby a reduction in appropriations for the following accounts:

<u>Amount</u>	<u>Fund</u>	<u>Account</u>
\$ 42,000.00	Big Splash	125700-514200
\$ 79,000.00	Big Splash	125700-545000
\$ 15,000.00	Section 125 Cafeteria Plan	607000-522000

SECTION 2. As stated in the preamble, this ordinance is hereby declared an emergency measure and shall therefore go into immediate effect.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 12/25/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No.: C-81-13
1st Reading: 12/02/13
Public Notice: 12/05/13
2nd Reading: 12/16/13
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-81-13

AN ORDINANCE TO APPROPRIATE \$5,400.00 FROM THE SENIOR NUTRITION FUND FOR CURRENT EXPENSES

WHEREAS, the Senior Nutrition Fund was established to account for the receipt and expenditure of donations for senior nutrition programs of the City; and

WHEREAS, appropriation authority is necessary to expend these monies; and

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

SECTION 1. There is hereby appropriated \$5,400.00 from the unappropriated monies of the Senior Nutrition Fund (108000-559000) for Current Expenses.

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

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael Turner, Director of Finance

Date: 12/26/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: XX

No.: C-82-13
1st Reading: 12/02/13
Public Notice: 12/05/13
2nd Reading: 12/16/13
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-82-13

AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS, AND APPROPRIATE \$500,000.00 FROM THE PINNACLE TAX INCREMENT EQUIVALENT FUND FOR THE CURRENT EXPENSE OF REAL PROPERTY ACQUISITION FOR PARKLAND, AND RELATED EXPENSES AND AUTHORIZING SPECIAL REVENUE OBLIGATION NOTES OF THE CITY TO FINANCE THE ACQUISITION OF SUCH REAL PROPERTY INTERESTS; AND OTHER DOCUMENTS RELATING THERETO

WHEREAS, the City of Grove City, Ohio, a municipal corporation and political subdivision of Ohio, M/I Homes of Central Ohio, LLC, an Ohio limited liability company, and the Pinnacle Development Company of Grove City, Ltd., an Ohio limited liability company, entered into a Pre-Annexation and Development Agreement, dated as of December 15, 2003, which Pre-Annexation Agreement provided for, among other items, the City's obligation to construct certain public infrastructure improvements;

WHEREAS, on July 19, 2004, the City Council adopted Ordinance No. CR-52-04, approving the Pinnacle Club Economic Development Plan for certain public infrastructure improvements in the City, which plan is on file in the Office of the Department of Development;

WHEREAS, in furtherance of the Economic Development Plan, and pursuant to Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 and Ordinance No. C-86-04, adopted by Council on September 20, 2004, (the "TIF Ordinance"), the City created three incentive districts and provided for the making of service payments in lieu of taxes by the owners thereof (the "TIF Revenue");

WHEREAS, pursuant to the TIF Ordinance, Council is authorized to use the TIF Revenue to acquire real property;

WHEREAS, the City previously had an option to purchase approximately 10.06 acres of parkland in the Pinnacle area which it declined in order to pursue the acquisition of a larger parcel to be used for parkland;

WHEREAS, M/I Homes owns certain real property, consisting of approximately 33.955 acres of land located in the City of Grove City, County of Franklin and State of Ohio;

WHEREAS, the Council, for and on behalf of the City, desires to acquire the M/I Homes Property for the purpose of improving such properties for use as parkland, and which improvements are consistent with the Development Plan;

WHEREAS, the Council desires to enter into a contract with M/I Homes for the acquisition and purchase of the M/I Homes Property, with the purchase price for the M/I Homes Property payable solely from TIF Revenues as secured by a special revenue obligation promissory note of the City;

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

SECTION 1. Council hereby determines that the acquisition of real property for parkland described herein is a public infrastructure improvement located in the Pinnacle Tax Increment Financing Development Area and this project will directly benefit the parcels located in the Pinnacle TIF Development Area.

SECTION 2. The City Council hereby authorizes the City Administrator to execute a purchase agreement with M/I Homes as set forth in Exhibit A.

SECTION 3. It is hereby determined necessary and in the best interest of the inhabitants of the City to purchase the M/I Homes Property from M/I Homes for the purchase price of \$2,000,000 for the purpose of improving the M/I Homes Property for use as parkland.

SECTION 4. The purchase and conveyance of the M/I Homes Property shall occur on a date agreed upon by the City and M/I Homes, provided that the parties shall use best efforts to accomplish such closing on or before December 31, 2013.

SECTION 5. On the M/I Homes Closing Date, the City shall pay \$500,000 of the M/I Homes Purchase Price to M/I Homes, and shall deliver a special revenue obligation promissory note for the balance of the M/I Homes Purchase Price in the principal sum of \$1,500,000 (the "M/I Homes Note"). The M/I Homes Note shall not accrue interest and shall provide for payments of principal, with installments payable on March 1, 2015, August 1, 2015 and March 1, 2016; provided that if such installment payment is not made, the M/I Homes Note shall accrue interest on the unpaid balance then due at a default to be agreed upon by M/I Homes and the City. The M/I Homes Note shall not include a prepayment penalty.

SECTION 6. The Council hereby authorizes and approves the payment of the M/I Homes Purchase Price, including the payment of principal of and interest, if any such interest is due on an unpaid balance, on the M/I Homes Note, solely from TIF Revenues, and covenants that such payments of the M/I Home Purchase Price out of the TIF Revenues will be made on a first priority basis in advance of any other obligations of the City. The obligation of the City to make payments pursuant to M/I Homes Purchase Agreement is a special obligation of the City and does not represent or constitute a debt or pledge of the full faith and credit of the City or any other political subdivision.

SECTION 7. The City Administrator and the Finance Director of the City, or either of them individually, are hereby authorized and directed to execute on behalf of the City the M/I Homes Purchase Agreement in connection with the purchase and conveyance of the M/I Homes Property. The M/I Homes Purchase Agreement shall be in such form acceptable to such officials, and not substantially inconsistent with the terms of this Ordinance. The M/I Homes Purchase Agreement shall provide, among other things, that (a) the M/I Homes Property will be used as parkland, and (b) the City will assume all community development charges applicable to the M/I Homes Property beginning in calendar year 2014. The approval of the M/I Homes Purchase Agreement, and that such agreement is not substantially inconsistent with this Ordinance, shall be evidenced conclusively by the execution of that document by those officials.

SECTION 8. The City shall enter into a separate three-party agreement with M/I Homes and the Pinnacle Community Infrastructure Financing Authority (the "Charge Covenant Agreement") evidencing the City's covenant to pay Community Development Charges with respect to the M/I Homes Property as if the M/I Homes Property continued to constitute "Chargeable Property" under the Declaration of Covenants and Restriction recorded on August 9, 2004 as Instrument No. 200408090185097 with the Franklin County

Recorder with respect to all property constituting the Pinnacle Community Infrastructure Financing District, including the M/I Homes Property. The Charge Covenant Agreement shall be recorded with respect to the M/I Homes Property and shall be a covenant running with the land for the term of the Pinnacle Community Infrastructure Financing Authority.

SECTION 9. The City Administrator and the Finance Director of the City, or either of them individually, are hereby further authorized and directed on behalf of the City to execute any certifications, financing statements, assignments, agreements, instruments, deeds and other documents, and to take such further actions as are necessary or appropriate to effect the transactions contemplated in the M/I Homes Purchase Agreement and the M/I Homes Note and to consummate the transactions contemplated in this Ordinance and to undertake, complete and finance the acquisition of the M/I Homes Property in accordance therewith, so long as such actions are not inconsistent with this Ordinance and not materially adverse to the City and shall be approved by the officers executing the documents. The determination that such actions and any documents executed pursuant to those actions are not materially adverse to the City shall be evidenced conclusively by the taking of those actions or execution of those documents by the officials. All actions heretofore taken by the officers and officials of the City and of the Council in connection with the acquisition of the M/I Homes Property and the financing thereof are hereby ratified and approved.

SECTION 10. There is hereby appropriated \$500,000 from the unappropriated monies of the Pinnacle Tax Increment Equivalent Fund to account number 203000.571000 for the current expenses of funding public infrastructure improvements including the acquisition of real property to be used for parkland.

SECTION 11. All formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 12. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-82-13
Exhibit A

REAL ESTATE PURCHASE CONTRACT

The undersigned buyer, the **CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO**, a municipal corporation and political subdivision of the State of Ohio (herein "Buyer") hereby agrees to purchase from **M/I HOMES OF CENTRAL OHIO, LLC**, an Ohio limited liability company (herein "Seller"), and Seller hereby agrees to sell to Buyer, certain real property, together with all appurtenances thereunto belonging, located in the City of Grove City, County of Franklin, and State of Ohio, as described hereinafter, upon the terms and conditions set forth below. This purchase and sale agreement is referred to hereinafter as the "Contract."

1. **PROPERTY:** The real property that is the subject of this Contract consists of approximately 34 acres in the City of Grove City, Franklin County, Ohio, being Tax Parcel Nos. _____, _____ and _____, together with all improvements and fixtures presently located thereon, and all rights, tenements, hereditaments and appurtenances thereto, as more particularly depicted on the drawing attached hereto as Exhibit A (collectively, the "Property").

2. **PURCHASE PRICE:** The purchase price for the Property (the "Purchase Price") shall be Two Million Dollars (\$2,000,000.00). At Closing (as defined hereinbelow), Buyer shall deliver to Seller a special revenue obligation promissory Note (the "Note") in the principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00), and the balance of the Purchase Price, subject to credits, adjustments, or prorations described in this Contract, shall be payable to Seller at Closing in cash or by cashier's check or bank wire. The Purchase Price, including the payment of principal of and interest on the Note, shall be payable solely from TIF Revenues (as defined in Ordinance No. __-__-13) established by the Buyer pursuant to Ordinance No. C-86-04 adopted by City Council of the Buyer on September 20, 2004. The Buyer covenants that the payment of the Purchase Price out of the TIF Revenues shall be made on a first priority basis over any other use of the TIF Revenues. The obligation of the Buyer to make payments pursuant to this Contract is a special obligation of the Buyer and does not represent or constitute a debt or pledge of the full faith and credit of the Buyer or any other political subdivision.

3. **OTHER TERMS OF NOTE AND MORTGAGE:** In addition to delivering the Note at Closing, Buyer shall execute and deliver at Closing a recordable mortgage instrument, in form and substance mutually agreeable to the parties, in favor of Seller, for purposes of securing Buyer's obligations under the Note. The Note shall not accrue interest and shall provide for payments of principal with installments payable on March 1, 2015, August 1, 2015 and March 1, 2016; provided that if such installment payment is not made, the Note shall accrue interest on the unpaid balance then due at an interest rate of 4%. The Note shall not include a prepayment penalty.

4. **CONTINGENCIES:** Buyer's obligations under this Contract are expressly contingent upon:

- (i) Buyer obtaining the appropriate approvals and authorizations from its Council;
- (ii) Seller obtaining lot spilt approval;
- (iii) The Property and/or structures are completely unoccupied.

The Buyer has ninety (90) days to satisfy or waive the forgoing contingencies (the "Contingency Satisfaction Date"). Any costs associated with Buyer's efforts to satisfy the contingencies shall be paid by Buyer. If any of the contingencies under this Section are not satisfied (and Buyer does not wish to

waive the same), on or before the Contingency Satisfaction Date, Buyer may terminate this Contract (subject to the provisions of this Contract, if any, that survive termination) by written notice given to the Seller on or before the Contingency Satisfaction Date, in which event the Deposit shall be returned to Buyer. If Buyer fails to give notice of termination to Seller in writing on or before the Contingency Satisfaction Date, then all contingencies under this Section will be deemed to have been satisfied or waived by Buyer.

5. EVIDENCE OF TITLE: Seller obtained, at its own expense, a current title insurance commitment for the Property in favor of Buyer (the "Commitment"), which is to be updated three (3) days prior to Closing, and Seller will obtain, at its own expense, an owner's policy of title insurance for the Property in favor of Buyer in the amount of the Purchase Price and consistent with the final, updated Commitment (the "Owner's Policy") upon Closing, all as issued by _____ (the "Title Company"). Said Commitment and its update shall show in Seller and agree to insure in Buyer marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created or assumed by Buyer; (b) rights-of-way, zoning ordinances, and legal highways; (c) general real estate taxes and special assessments which are a lien but not yet payable or delinquent as of Closing; and (d) covenants, restrictions, conditions, and easements of record which, in Buyer's opinion, do not affect the suitability of the Property for Buyer's proposed use thereof. Said Policy shall not contain an exception for unfiled mechanics' liens (collectively, "Permitted Exceptions"). If Buyer gives written notice to Seller within fifteen (15) days after its receipt of the Commitment (but no later than the Contingency Satisfaction Date) that the Commitment indicates that Seller does not have a good and marketable title to the Property and/or shows any exceptions to title other than Permitted Exceptions, and if the Seller is unable or unwilling to remedy or remove such defects or exceptions within ten (10) days after receiving notice thereof from Buyer, then Buyer may take one of the following actions: (a) waive and assume (as Permitted Exceptions) such defects or exceptions and proceed with the transaction contemplated under this Contract; (b) by written notice to Seller, give additional time to remedy or remove such defects, exceptions, and encroachments; or (c) terminate this Contract by giving written notice thereof to Seller. If Buyer does not timely state any title objections, then all easements, restrictions, covenants, conditions, and other matters of record to which Buyer has not objected shall be deemed Permitted Exceptions. Upon Closing, Seller shall execute and deliver to Buyer and the Title Company an IRS 1099 reporting form as may be required by the Title Company as the "reporting person" for this transaction, and an affidavit with respect to off-record title matters, including mechanics liens, in accordance with the community custom, all as necessary to delete standard exceptions from the Owner's Policy.

6. DEED: Upon Closing, Seller shall convey to Buyer a good and marketable title in fee simple to the Property by transferable and recordable limited warranty deed signed by all parties necessary, including all parties required by the aforementioned Commitment, free and clear of all dower, defects, mortgages, easements, restrictions, reservations, conditions, agreements, liens and encumbrances, except those excepted pursuant to Paragraph 6 hereof.

7. CLOSING AND POSSESSION: The purchase and the conveyance of the Property as provided in this Contract (the "Closing") shall occur either in escrow or at the offices of the Title Company within thirty (30) days after all of the contingencies contained in Paragraph 5 hereof are satisfied or waived by Buyer (or deemed satisfied or waived by Buyer as of the Contingency Satisfaction Date), on such date and at such time and place as Buyer and Seller shall mutually agree. Sole possession shall transfer upon Closing. The balance of the Purchase Price shall be delivered by Buyer to Seller, along with the Note, the mortgage instrument and all other documents described in this Contract that are to be delivered by Buyer at Closing, and Seller shall deliver to Buyer the limited warranty deed described

in Paragraph 7 hereof, along with all other documents described in this Contract that are to be delivered by Seller at Closing.

Possession shall transfer on the date of Closing, and possession shall be tendered to Buyer free and clear of all parties previously in possession of the Property other than the Crop Lease Tenant (whose rights arise out of an existing farm lease for the 2013 crop season). From and after the date of Closing through December 31, 2013, Buyer shall permit the Crop Lease Tenant to access the Property for the purposes of maintaining and harvesting all crops planted on the Property. The terms of this Paragraph shall survive the Closing of the transaction contemplated in this Contract.

8. TAXES AND ASSESSMENTS: Seller shall pay any and all delinquent real estate taxes for years prior to Closing, including penalties and interest, and shall pay or credit on the Purchase Price all special assessments now a lien, both current and reassessed, due and payable. Seller shall pay or credit on the Purchase Price all real estate taxes and special assessments for years prior to the Closing, and a portion of such taxes and special assessments for the year of Closing, prorated through the date of Closing. Proration of undetermined taxes shall be based on a 365-day year and on the most recent available tax rate and valuation giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not officially certified to the appropriate County Officials as of that date.

9. SELLER'S REPRESENTATIONS AND WARRANTIES: In addition to all other representations and warranties made herein, Seller makes the following representations and warranties for the purpose of inducing Buyer to enter into this Contract:

- (a) Seller has not been notified within the period of three years immediately preceding the Effective Date of contemplated improvements to the Property by any public authority, any part of the cost of which would or might be assessed against any part of the Property in the future.
- (b) No improvements or services (site or area) have been installed or furnished by any public authorities, the cost of which is to be assessed against any part of the Property in the future.
- (c) Seller has paid all sewer charges and other utility expenses for the Property and for all real property owned by Seller adjacent to the Property.
- (d) No unpaid improvements have been made to the Property or materials delivered to the Property that may form the basis of a mechanics' lien on the Property.
- (e) Seller has no knowledge of any encroachments on or from the Property except for the encroachment of a building now situated on the 0.643 acre parcel located adjacent to the Property, as more particularly depicted on the drawing attached hereto as Exhibit B.
- (f) There are no actions, suits, or proceedings pending or threatened against Seller with relation to the Property or affecting any of Seller's rights with relation to the Property, at law or in equity or before any federal, state, municipal, or other governmental agency or instrumentality, nor is Seller aware of any facts which to its knowledge would be likely to result in any such action, suit, or proceedings.
- (g) No portion of the Property is or has been a part of the Ohio CAUV program.

All representations and warranties of Seller contained in this Contract, whether in this Paragraph or elsewhere, shall be true at the date of Closing as though such representations and warranties were made at such time and shall survive the Closing and passing of title, and Seller shall execute and deliver to Buyer an affidavit upon closing certifying that all of the representations and warranties made in this Contract are true and accurate as of that date and confirming the provisions of this Contract, which shall survive the Closing for a period of one (1) year from the date of Closing.

10. ENVIRONMENTAL: To the best of Seller's knowledge, Seller has not constructed, deposited, stored, disposed, placed or located on or under the Property any storage tanks or Hazardous Materials in an amount that would exceed any applicable law, rule or regulation. As used herein, "Hazardous Materials" means (i) any material, constituent or substance that is defined or listed as a hazardous, toxic or dangerous substance, as solid waste, or as a pollutant or contaminant under any existing applicable federal, state or local law or regulation, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended, and the Toxic Substances Control Act, as amended, and (ii) petroleum.

11. CONVEYANCE FEE AND OTHER EXPENSES: On the date of Closing, Buyer shall pay all local or state transfer taxes and conveyance fees, if any, required for the transfer of the Property by Seller to Buyer. However, the parties anticipate that no conveyance fee will be payable based on Buyer's status as a political subdivision. Buyer shall pay the cost of recording the deed and mortgage and other recordable documents (with Seller paying the cost of recording any lien releases), and Buyer and Seller shall equally share any closing costs or escrow fees imposed by the Title Company in connection with the Closing.

12. ACCESS TO AND TESTING OF REAL ESTATE: Seller grants to Buyer and persons designated by Buyer the right and permission at any time prior to Closing, and from time to time, to enter upon the Property to inspect, appraise and survey the same and to make soil borings and conduct other tests and inspections to determine the suitability of the Property for Buyer's intended use. Buyer shall repair any damage to the Property resulting from the entry of Buyer or its agents and shall restore the Property to substantially its original condition, reasonable wear and tear excepted.

13. SURVEY: Seller procured a survey and legal description for the Property prepared by a reputable and competent licensed surveyor, describing the Property. The legal description of the Property prepared in conjunction with such survey shall be used in the deed conveying the Property described in Paragraph 7 hereof and in the Commitment and Policy.

14. CASUALTY: Risk of loss to the Property from environmental hazard or other casualty shall be borne by Seller until Closing, provided that if said Property is damaged or destroyed by fire, environmental hazard, or other casualty prior to the Closing, Buyer may: (a) elect to proceed with the transaction, in which event the Buyer shall be entitled to all insurance proceeds, if any, payable to Seller under any and all policies of insurance covering the Property so damaged or destroyed, and Buyer shall receive a credit for any deductible amount applicable under Seller's insurance policies; or (b) elect to rescind this Contract, in which event all parties hereto shall be released from all liability hereunder, and the full amount of any earnest money deposit shall be returned to Buyer. If Buyer elects to rescind this Contract, it shall so notify Seller in writing within thirty (30) days after Buyer receives written notice from Seller of such damage or destruction and the amount of insurance proceeds that will be available for restoration. Failure by Buyer to timely notify Seller shall constitute an election not to rescind.

15. NOTICES: Whenever in this Contract it shall be required or permitted that notice be given or served by either party hereto on the other, such notice shall be in writing and shall be deemed served when either delivered in person by the serving party or by courier to the following designated agents for that purpose, or deposited in the United States Mail, by certified or registered mail, postage prepaid, addressed to the party to be notified, with return receipt requested. Any notice to be served on Seller shall be addressed as follows:

M/I Homes of Central Ohio, LLC
3 Easton Oval, Suite 300
Columbus, Ohio 43219
Attention: Timothy C. Hall, Jr., Area President

M/I Homes of Central Ohio, LLC
3 Easton Oval, Suite 500
Columbus, Ohio 43219
Attention: Molly I. Leibowitz, Assistant General Counsel

or such other address in Ohio as Seller may hereafter designate by written notice to Buyer. Any notice to be served on Buyer shall be addressed as follows:

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

Stephen J. Smith, Law Director
Frost Brown Todd LLC
One Columbus, Suite 2300
10 West Broad Street
Columbus, Ohio 43215-3484

or such other address in Ohio as Buyer may hereafter designate by written notice to Seller.

16. COMMUNITY DEVELOPMENT CHARGES. The Buyer agrees that the Property shall continue to be subject to the Community Development Charge as "Chargeable Property," notwithstanding the City's ownership and use of the Property, in accordance with the Declaration of Covenants and Restrictions for the Pinnacle Community Infrastructure Financing Authority (the "Authority"), recorded as instrument number 200408090185097 in the real property records of Franklin County, Ohio (the "Declaration") and that the City hereby assumes the obligation of the Seller to pay Community Development Charges with respect to the Property. Such covenants shall be evidenced by an agreement among Buyer, Seller and the Authority, which shall be recorded as a covenant running with the Property.

17. SELLER'S AUTHORIZED OFFICER APPROVAL: This Contract and any amendments hereto will not be effective against Seller unless executed and delivered by at least one of the following officers on behalf of Seller (each an "Authorized Officer"): Robert H. Schottenstein, its Chief Executive Officer and President; Phillip G. Creek, its Executive Vice President and Chief Financial Officer; J. Thomas Mason, its Executive Vice President and Chief Legal Officer; Donald R. Westfall, its Senior Vice President and General Counsel; or Molly I. Leibowitz, its Assistant General Counsel. Execution and delivery by anyone in addition to an Authorized Officer may be for Seller's convenience

but is not effective as against Seller unless, as noted above, at least one Authorized Officer also executes and delivers this Contract and any amendments hereto. Once this Contract has been executed by an Authorized Officer, Timothy C. Hall, Jr., Area President, is authorized and empowered to execute and deliver in the name and on behalf of Seller any and all documents that may be required to effectuate the Closing of the sale in accordance with this Contract. The foregoing will not limit Seller's right through a duly adopted resolution of Seller, to add, to reduce or substitute any Authorized Officer or the Area President for any purpose.

18. REAL ESTATE COMMISSION: Each party represents and warrants to the other party that it has not engaged any real estate broker, realtor, or similar agent in connection with this sale and purchase transaction who is or would be entitled to be paid any brokerage commission or similar fee as a result of this transaction.

19. NO MERGER: All warranties, representations and covenants contained herein shall survive the Closing of the purchase and sale of the Property for a period of one (1) year from the date of Closing, and shall not be deemed to have merged with the deed of conveyance in this transaction.

20. SUCCESSORS AND ASSIGNS: The terms of this Contract shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

21. CONSTRUCTION OF CONTRACT: This Contract shall be construed and enforced in accordance with the laws of the State of Ohio, being the State where the Property is located and where this Contract has been drawn, executed and is to be performed. Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate. Time is of the essence in all provisions of this Contract. Captions contained herein are inserted only for the purpose of convenient reference, and in no way define, limit or describe the scope of this Contract or any part hereof.

22. ENTIRE AGREEMENT: This Contract embodies the entire agreement between Seller and Buyer and shall not be modified, changed or altered in any respect, except in writing, executed in the same manner as this Contract by Buyer and Seller.

23. DUPLICATE ORIGINALS: This Contract may be executed in duplicate counterparts, each of which shall be deemed a duplicate original and all of them shall constitute one and the same Contract; provided, that, it shall only be necessary to produce one duplicate of such Contract for proof.

24. EFFECTIVE DATE: The "Effective Date" shall be the later of the two dates of when Buyer and Seller execute this Contract.

(Signature Page to Follow)

IN WITNESS WHEREOF, Seller has caused this Contract to be executed effective the _____ day of _____, 2013.

SELLER:

M/I HOMES OF CENTRAL OHIO, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

Approved By: _____

Name: Timothy C. Hall, Jr.

Title: Area President

Date: _____

The undersigned Buyer hereby agrees to the foregoing Contract and accepts the foregoing Contract offer. Signed this ___ day of _____, 2013.

BUYER:

CITY OF GROVE CITY, OHIO

By: _____

Charles W. Boso, Jr., City Administrator

Approved as to form:

Stephen J. Smith, Law Director

**SECTION 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS**

The undersigned, fiscal officer of the City of Grove City, Ohio (the "City"), hereby certifies in connection with the Real Estate Purchase Contract dated _____, 2013, between the City and M/I Homes of Central Ohio, LLC, that:

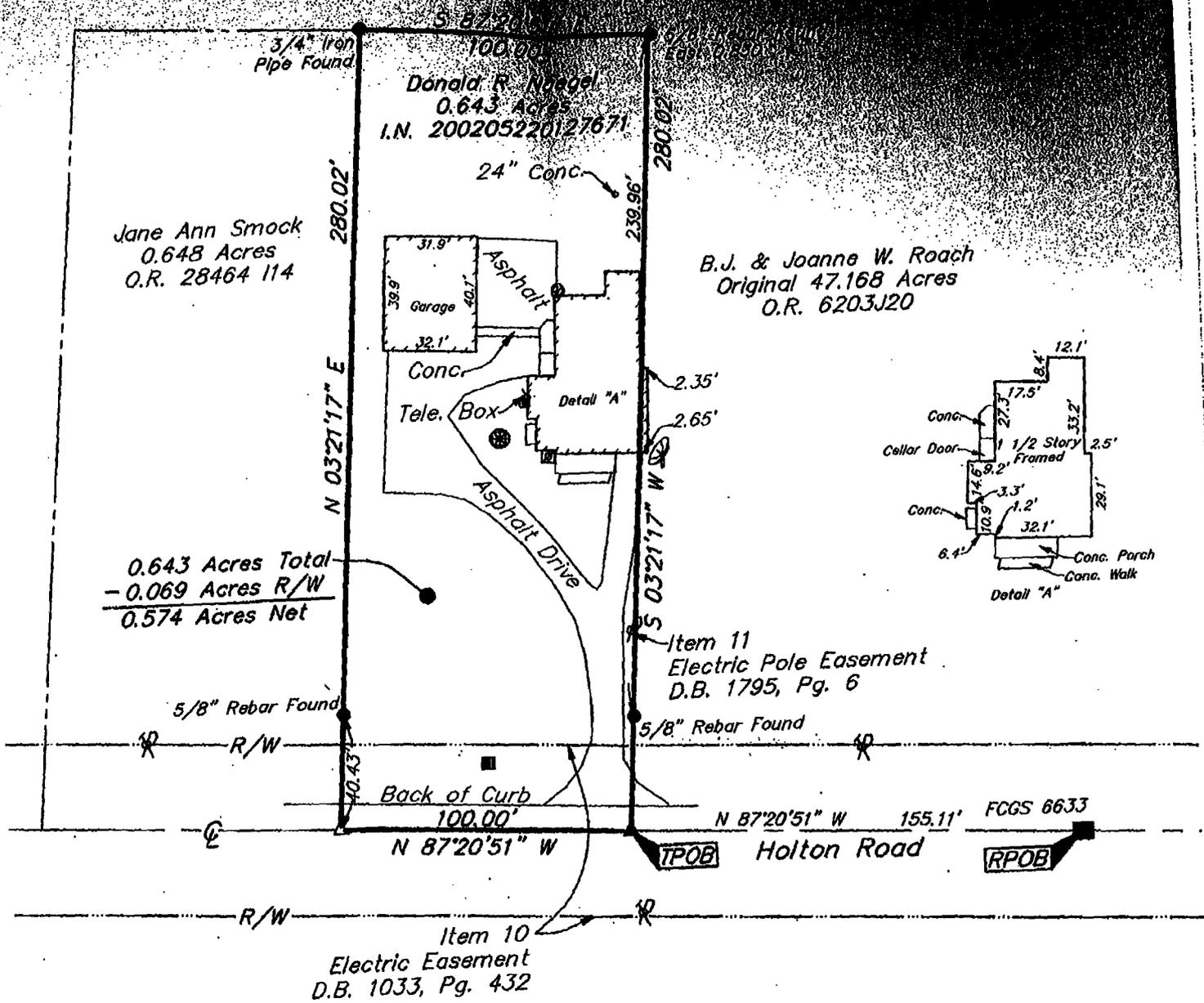
The amount required to meet the contract, obligation, or expenditure for the attached, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of the general fund, free from any outstanding obligation or encumbrance.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2013.

CITY OF GROVE CITY, OHIO

Finance Director

Exhibit B



Locations have been located from field and existing drawings. The surveyor that the utilities shown comprise all area, either in service or abandoned. does not warrant that the utilities exact location indicated although he does locate as accurately as possible from

According to the Federal Emergency Management Agency's Flood Insurance Map (dated August 2, 1995), the subject parcel shown hereon lies within Zone X (areas determined to be outside 500-year flood plain), Community Panel No. 39049C0331 G.

CERTIFICATION: Commitment No. 220050019

To: Donald R. Naegel, M/I Homes of central Ohio, LLC, an Ohio company and Stewart Title Guaranty Company

Date: 11/12/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-76-13
1st Reading: 11/18/13
Public Notice: 11/21/13
2nd Reading: 12/02/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-76-13

AN ORDINANCE TO ACCEPT THE PLAT OF MEADOW GROVE ESTATES SECTION 3, PART 1

WHEREAS, Meadow Grove Estates, Section 3, Part 1, a subdivision containing lots 62 to 79 inclusive, has been submitted to Council for their consideration.

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

SECTION 1. The Plat of Meadow Grove Estates, Section 3, Part 1 situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 6840, containing 6.40 acres of land, more or less. Said 6.40 acres being part of those tracts of land conveyed to Rockford Homes, Inc, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

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

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

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/12/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-77-13
1st Reading: 11/18/13
Public Notice: 11/21/13
2nd Reading: 12/02/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-77-13

AN ORDINANCE TO ACCEPT THE PLAT OF MEADOW GROVE ESTATES SECTION 4, PHASE A

WHEREAS, Meadow Grove Estates, Section 4, Phase A, a subdivision containing lots 80 to 89 inclusive, has been submitted to Council for their consideration.

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

SECTION 1. The Plat of Meadow Grove Estates, Section 4, Phase A situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 6840, containing 3.753 acres of land, more or less. Said 3.753 acres being part of those tracts of land conveyed to Rockford Homes, Inc, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

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

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

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 12/26/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Ms. Albright
Approved: _____
Emergency: X 30 Days: _____
Current Expense: _____

No. : C-83-13
1st Reading: 12/02/13
Public Notice: 12/05/13
2nd Reading: 12/16/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-83-13

AN ORDINANCE TO CONSENT TO THE DETACHMENT OF TERRITORY IN THE CITY OF GROVE CITY TO THE TOWNSHIP OF JACKSON

WHEREAS, Thomas J. Bloomer has petitioned the City of Grove City to pass an ordinance that would permit a detachment of a certain parcel of real estate owned by Thomas J. Bloomer as described in Exhibit "A", attached hereto, from the City of Grove City to the Township of Jackson; and

WHEREAS, the transfer of the territory described in Exhibit "A" from Grove City to Jackson Township is outlined in Section 709.38, Ohio Revised Code.

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

SECTION 1. This Council hereby consents to the transfer of the territory described in Exhibit "A" from the City of Grove City to the Township of Jackson.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
Ordinance is correct as to form.

Stephen J. Smith, Director of Law

Exhibit A
COPY

C-83-13

PARCEL 1-WD

FRA 104-1.10

In the Name and for the use of the Ohio Department of Transportation

Situated in the State of Ohio, County of Franklin, City of Grove City and Township of Jackson, being located in V.M.S No. 1108 and being more particularly described as follows:

Being a parcel of land lying on the left and right side of the centerline of a survey, made by the Department of Transportation, and being part of 5.046 acre tract as conveyed to Thomas J. Bloomer as described in Instrument No. 200009070180971 in the Franklin County Recorder's Office and described as follows:

Commencing at a mag nail (set) at the intersection of S.R. 104 (Jackson Pike) and S.R. 665 (London Groveport Road), said mag nail being at centerline Station 200+00.00 S.R. 104 (Jackson Pike) and centerline Station 50+00.00 S.R. 665 (London Groveport Road);

Thence S 02° 31' 40" W, a distance of 941.62 feet along the centerline of S.R. 104 (Jackson Pike) to a point, said point being at centerline Station 190+58.38 on the grantor's north property line;

Thence N 86° 10' 11" E, a distance of 15.09 feet along the grantor's north property line and along the southerly line of that 5.022 acres of tract as conveyed to James E. and Karen L. Montgomery by deed of record in Official Record 7645 Page D12 to a point, said point being the northeast corner of the grantor's property, said point also being 15.00 feet right of centerline Station 190+60.06 and the Place of Beginning;

Thence S 02° 31' 40" W, along the grantor's east property line and along the westerly line of that 2.558 acres tract as conveyed to James T. and Patricia G. Hicks by deed of record in Official Record 16622 Page I06, a distance of 60.06 feet to a point, said point being 15.00 feet right of centerline Station 190+00.00;

Thence N 87° 28' 20" W, a distance of 65.00 feet to an iron pin (set), passing centerline Station 190+00.00 at 15.00 feet, the existing west right of way line and East Grove City Corporation Line at 45.00 feet, said iron pin (set), being 50.00 feet left of centerline Station 190+00.00;

Thence N 02° 31' 40" E, a distance of 52.82 feet to an iron pin (set), on the grantor's north property line, said iron pin (set), being 50.00 feet left of centerline Station 190+52.81;

Thence N 86° 10' 11" E, a distance of 65.40 feet along the grantor's north property line and also being the south property line of James E. and Karen L. Montgomery's 5.022 acre tract as recorded in O.R. 7645, Pg. D-12 in the Franklin County Recorder's Office, passing the existing west right of way line of S.R. 104 (Jackson Pike) and the Grove City Corporation Line at 20.12, to the Place of Beginning, containing 0.084 acres more or less, inclusive of present road occupancy of 0.059 acres more or less.

COPY

The Net Take for this parcel is 0.025 acres more or less.

The above described area is to be deleted from Auditor's Parcel No.040-006739, 0.0636 acre and 0.0204 acre from Auditors Parcel No. 160-002735 on the County Tax Duplicate. This is presently carried as 5.046 acres more or less in the tax map department, and this deletion will result in a revised area of 4.962 acres, more or less, for these Auditor's Parcels.

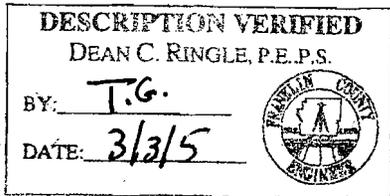
Grantors convey all of the property above, except he reserves the right of ingress and egress to and from State Route 104 for him self and his heirs, executors, administrators and assigns.

Grantor claims title by instrument(s) of record in Instrument No. 200009070180971 in the Franklin County Recorder's Office.

This instrument prepared by James R. Hill, Registered Surveyor #6919 for the State of Ohio, Department of Transportation.

Bearings are based on the Ohio State Plane Coordinate System as per NAD 83. Control for bearings was from coordinates of monuments number S043 and S051 established by Franklin County Engineering Department using Global Positioning System procedures and equipment. The bearing between monuments being South 87° 30' 11" East,

All iron pins set are 3/4 inch x 30 inch rebar with a 2 inch aluminum cap inscribed O.D.O.T., Dynotec, Inc. PS 6919



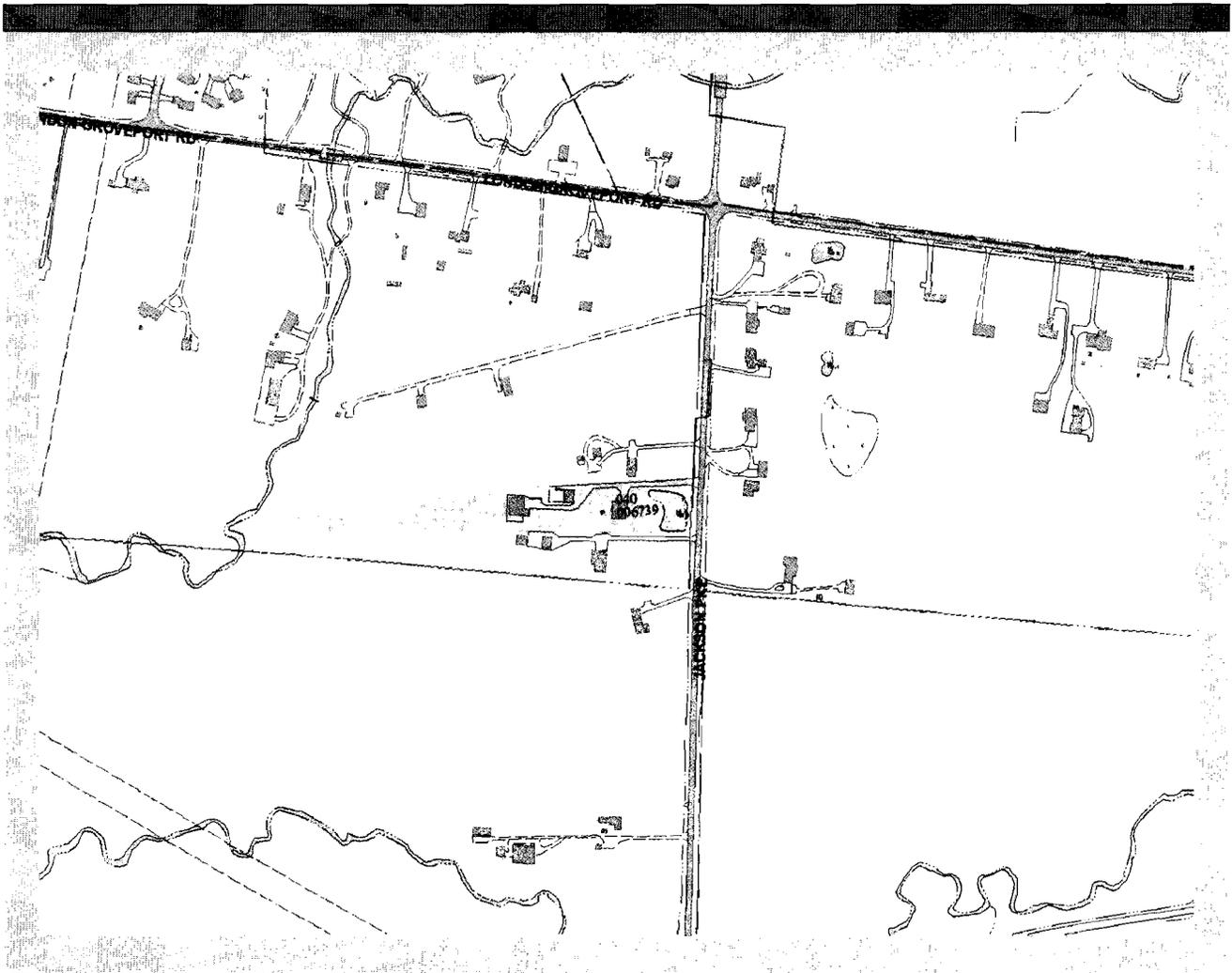
0-36-E
SPLIT 0.0636 ACRES
OUT OF (040) 6739
.
SPLIT 0.0204 ACRES
OUT OF (160) 2735

James R. Hill
James R. Hill, P.S.
Reg. Surveyor No. 6919

March 3, 2005
Date

Property Report

Parcel ID Map Routing No Card No Location
040-006739-00 040-0036E -058-06 1 6851 JACKSON PI



This drawing is prepared for the real property inventory within this county. It is compiled from recorded deeds, survey plats, and other public records and data. Users of this drawing are notified that the public primary information source should be consulted for verification of the information contained on this drawing. The county and the mapping companies assume no legal responsibilities for the information contained on this drawing. Please notify the Franklin County GIS Division of any discrepancies.

The information on this web site is prepared for the real property inventory within this county. Users of this data are notified that the public primary information source should be consulted for verification of the information contained on this site. The county and vendors assume no legal responsibilities for the information contained on this site. Please notify the Franklin County Auditor's Real Estate Division of any discrepancies.

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