GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

December 18, 2017 ***6:30 - Caucus*** ***7:00 – Reg. Meet.***

Presentations: Randy Holt – Higher Education Scholarship Program

FINANCE: Mr. Davis

Ordinance C-58-17	Providing for the Issuance and Sale of Notes in the Maximum Principal Amount of $6,000,000.00 in the anticipation of the Issuance of Bonds, for the purpose of Paying the Costs of Improving and Extending Columbus Street between Certain Termini by constructing certain roadway improvements, including widening, opening, improving, excavating, grading, draining, paving, extending, or changing the line of roads, streets, sidewalks, alleys or curbs and gutters and landscaping, any related public utility improvements, street lighting, traffic signalization, electrical lines, and signage and Acquiring necessary Real Estate and Interests therefore, together with all necessary and related appurtenances thereto. Second reading and public hearing.
Ordinance C-62-17	Appropriate $6,000.00 from the Senior Nutrition Fund for Current Expenses. Second reading and public hearing.
Ordinance C-63-17	Authorize the City Administrator to Convey Excess Personal Property to the Village of Zaleski, Ohio. Second reading and public hearing.
Ordinance C-64-17	Amend Section 194.06 of the Codified Ordinances titled Credit for Tax Paid to Other Municipalities. Second reading and public hearing.
Ordinance C-66-17	Reduce the Appropriation Amount for Various Funds and to declare an emergency.
Ordinance C-67-17	Make Appropriations for Current Expenses and Other Expenditures for which the City of Grove City must provide during the Twelve Months ending December 31, 2018. Reading and Public Hearing.
Ordinance C-68-17	Authorize the Purchase of Part of the Property Located at 4861 Grove City Road and Appropriate $93,000.00 from the General Fund for Said Purchase and Related Expenses. First reading.

LANDS: Mr. Bennett

Ordinance C-69-17	Vacate a Utility Easement located South of Columbus St. and West of Gladman Ave. First reading.
Ordinance C-70-17	Accept the Plat of Holton Run, Section 6. First reading.
Resolution CR-50-17	Approve the Development Plan for Comfort Inn Addition located at 4197 Marlane Drive.
Resolution CR-51-17	Approve the Development Plan for McDonalds Remodel located at 1989 Stringtown Road.

ON FILE: Minutes of: 12/04 & 12/11 - Council Meetings; 12/05 – Planning Commission

Date:	11/14/17	No.:	C-58-17
Introduced By:	Mr. Davis	1st Reading:	11/20/17
Committee:	Finance	Public Notice:	11/23/17
Originated By:	Legal	2nd Reading:	12/04/17 Postponed to 12/18/17
Approved:	Mr. Boso	Passed: ____ Rejected:	
Emergency: ____ 30 Days:	X	Codified: ____ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE NO. C-58-17

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF $6,000,000, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING AND EXTENDING COLUMBUS STREET BETWEEN CERTAIN TERMINI BY CONSTRUCTING CERTAIN ROADWAY IMPROVEMENTS, INCLUDING WIDENING, OPENING, IMPROVING, EXCAVATING, GRADING, DRAINING, PAVING, EXTENDING, OR CHANGING THE LINE OF ROADS, STREETS, SIDEWALKS, ALLEYS, OR CURBS AND GUTTERS, AND LANDSCAPING, ANY RELATED PUBLIC UTILITY IMPROVEMENTS, STREET LIGHTING, TRAFFIC SIGNALIZATION, ELECTRICAL LINES AND SIGNAGE, AND ACQUIRING NECESSARY REAL ESTATE AND INTERESTS THEREFOR, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES THERETO

WHEREAS, this Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 1 and the estimated maximum maturity of the Bonds described in Section 1; and

WHEREAS, the Director of Finance has certified to this Council that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is at least twenty (20) years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is two hundred forty (240) months;

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

SECTION 1. It is necessary to issue bonds of this City in the maximum principal amount of $6,000,000 (the "*Bonds*") for the purpose of paying the costs of improving and extending Columbus Street between certain termini by constructing certain roadway improvements, including widening, opening, improving, excavating, grading, draining, paving, extending, or changing the line of roads, streets, sidewalks, alleys, or curbs and gutters, and landscaping, any related public utility improvements, street lighting, traffic signalization, electrical lines and signage, and acquiring necessary real estate and interests therefor, together with all necessary and related appurtenances thereto (the "*Improvement*").

SECTION 2. The Bonds shall be dated approximately January 1, 2019, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in twenty (20) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds, in any fiscal year in which principal is payable, shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2019.

SECTION 3. It is necessary to issue and this Council determines that notes in the maximum principal amount of $6,000,000 (the "*Notes*") shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 1 and to pay the costs of the Improvement and any financing costs. The principal amount of Notes to be issued (not to exceed the stated maximum amount) shall be determined by the Director of Finance in the certificate awarding the Notes in accordance with Section 6 of this Ordinance (the "*Certificate of*

Award") as the amount which, along with other available funds of the City, is necessary to pay the costs of the Improvement and any financing costs. The Notes shall be dated the date of issuance and shall mature not more than one year following the date of issuance; *provided* that the Director of Finance shall establish the maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award in accordance with Section 6 of this Ordinance.

SECTION 4. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose or at the office of the Director of Finance if agreed to by the Director of Finance and the original purchaser (the "*Paying Agent*"). The Director of Finance is authorized, to the extent necessary or appropriate, to enter into an agreement with the Paying Agent in connection with the services to be provided by the Paying Agent after determining that the signing thereof will not endanger the funds or securities of the City.

SECTION 5. The Notes shall be signed by the Mayor and Director of Finance in the name of the City and in their official capacities, *provided* that one of those signatures may be a facsimile. The Notes shall be issued in minimum denominations of $100,000 (and may be issued in denominations in such amounts in excess thereof as requested by the original purchaser and approved by the Director of Finance) and with numbers as requested by the original purchaser and approved by the Director of Finance. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Ohio Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

"*Book entry form*" or "*book entry system*" means a form or system under which (a) the ownership of beneficial interests in the Notes and the principal of and interest on the Notes may be transferred only through a book entry, and (b) a single physical Note certificate in fully registered form is issued by the City and payable only to a Depository or its nominee as registered owner, with the certificate deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

"*Depository*" means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of and interest on the Notes, and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"*Participant*" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (a) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (b) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (c) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (d) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

SECTION 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the Director of Finance in accordance with law and the provisions of this Ordinance. The Director of Finance shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Mayor, the City Administrator, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Ohio Revised Code.

SECTION 7. The proceeds from the sale of the Notes received by the City (or withheld by the original purchaser or deposited with the Paying Agent, in each case on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. The Certificate of Award may authorize the original purchaser to (a) withhold certain proceeds from the sale of the Notes or (b) remit certain proceeds from the sale of the Notes to the Paying Agent, in each case to provide for the payment of certain financing costs on behalf of the City. If proceeds are remitted to the Paying Agent in accordance with this Section 7, the Paying Agent shall be authorized to create a fund in accordance with the Certificate of Award for that purpose. Any portion of those proceeds received by the City (after payment of those financing costs) representing premium or accrued interest shall be paid into the Bond Retirement Fund.

SECTION 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

SECTION 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the four-mill limitation imposed by the Charter of the City, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Notes or the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Notes or the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and the laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Notes and the Bonds.

SECTION 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the "*Code*") or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Notes, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Notes, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes. The Director of Finance or any other officer of the City having responsibility for issuance of the Notes is specifically authorized to designate the Notes as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

SECTION 11. The Director of Finance is authorized to request a rating for the Notes from Moody's Investors Service, Inc. or S&P Global Ratings, or both, as the Director of Finance determines is in the best interest of the City. The expenditure of the amounts necessary to secure any such ratings as well as to pay the other financing costs (as defined in Section 133.01 of the Ohio Revised Code) in connection with the Notes is hereby authorized and approved and the amounts necessary to pay those costs are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

SECTION 12. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Notes and securities issued in renewal of the Notes and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

SECTION 13. The services of H.J. Umbaugh & Associates, Certified Public Accountants, LLP, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of pocket expenses it incurs in rendering those municipal advisory services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

SECTION 14. The Clerk of Council is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance to the County Auditor of Franklin County, Ohio.

SECTION 15. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no charter, statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

SECTION 16. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 17. This Ordinance shall be in full force and effect on the earliest date permitted by law.

____
Roby Schottke, President of Council

Passed: ____________, 2017

____
Richard L. Stage, Mayor

Effective:____________, 2017

Attest:

____
Tami K. Kelly, MMC, Clerk of Council

I certify that this Ordinance is correct as to form.

____
Stephen J. Smith, Director of Law

FISCAL OFFICER'S CERTIFICATE

To the Council of the City of Grove City, Ohio:

As fiscal officer of the City of Grove City, Ohio, I certify in connection with your proposed issuance of notes in the maximum principal amount of $6,000,000 (the "*Notes*"), to be issued in anticipation of the issuance of bonds (the "*Bonds*") for the purpose of paying the costs of improving and extending Columbus Street between certain termini by constructing certain roadway improvements, including widening, opening, improving, excavating, grading, draining, paving, extending, or changing the line of roads, streets, sidewalks, alleys, or curbs and gutters, and landscaping, any related public utility improvements, street lighting, traffic signalization, electrical lines and signage, and acquiring necessary real estate and interests therefor, together with all necessary and related appurtenances thereto (the "*Improvement*").

1. The estimated life or period of usefulness of the Improvement is at least five years.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is at least twenty (20) years. If and to the extent a portion of the proceeds of the Bonds may be determined to be allocated to a class or classes having a maximum maturity of less than twenty (20) years but in excess of five years, then the maximum maturity of the Bonds would still be at least twenty (20) years by reason of a sufficient portion of the proceeds of the Bonds allocated to a class or classes having a maximum maturity or an estimated period of usefulness in excess of twenty (20) years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.

3. The maximum maturity of the Notes is two hundred forty (240) months.

Dated: November 15, 2017

Michael A. Turner

Director of Finance
City of Grove City, Ohio

Date: 11/27/17	No.: C-62-17
Introduced By: Mr. Davis	1st Reading: 12/04/17
Committee: Finance	Public Notice: 12/07/17
Originated By: Mr. Turner	2nd Reading: 12/18/17
Approved: Mr. Boso	Passed: ____ Rejected:
Emergency: ___ 30 Days: ____	Codified: ___ Code No:
Current Expense: __________	Passage Publication:

ORDINANCE C-62-17

AN ORDINANCE TO APPROPRIATE $6,000.00 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, LifeCare Alliance administers Meals on Wheels and a senior dining site at the Evans Center to provide hot nutritional meals for homebound residents and adults aged 55+ in Grove City and Jackson Township; and

WHEREAS, approximately 300 people per month are served on a daily basis through these programs in Grove City and Jackson Township; and

WHEREAS, the annual Mayors Cup Golf outing raised approximately $8,000 above and beyond program expenses; and

WHEREAS, combining a supplemental appropriation of $6,000 with current available appropriations of $2,000 will allow for a donation of $8,000 to LifeCare Alliance.

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

SECTION 1. There is hereby appropriated $6,000.00 from the unappropriated monies of the Senior Nutrition Fund to account number 108000.559000.

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

____
Roby Schottke, 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: 11/28/17	No.: C-63-17
Introduced By: Mr. Davis	1st Reading: 12/04/17
Committee: Finance	Public Notice: 12/07/17
Originated By: Mayor	2nd Reading: 12/18/17
Approved:	Passed: Rejected:
Emergency: 30 Days: X	Codified: Code No:
Current Expense:	Passage Publication:

ORDINANCE C-63-17

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO CONVEY EXCESS PERSONAL PROPERTY TO THE VILLAGE OF ZALESKI, OHIO

WHEREAS, the City has a 2004 Chevrolet Impala (VIN# 2G1WF55K949352658) that is no longer needed for City business; and

WHEREAS, the vehicle will be used for public purposes by the Village of Zaleski, Ohio.

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

SECTION 1. Pursuant to Section 133.05(b), Council approves the donation of the 2004 Chevrolet Impala (VIN# 2G1WF55K949352658) to the Village of Zaleski, Ohio.

SECTION 2. The City Council hereby authorizes the City Administrator to take all necessary actions to convey, at no cost, the vehicle described above.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date:	11/28/17	No.:	C-64-17
Introduced By:	Mr. Davis	1st Reading:	12/04/17
Committee:	Finance	Public Notice:	12/07/17
Originated By:	Mr. Turner	2nd Reading:	12/18/17
Approved:	Mr. Boso	Passed: ___ Rejected: ___	
Emergency: ___	30 Days: XX	Codified: ___ Code No: ___	
Current Expense:		Passage Publication: ___	

ORDINANCE C-64-17

AN ORDINANCE TO AMEND SECTION 194.06 OF THE CODIFIED ORDINANCES OF THE CITY OF GROVE CITY TITLED CREDIT FOR TAX PAID TO OTHER MUNICIPALITIES

WHEREAS, the State of Ohio, 130th General Assembly, House Bill 5 effective 3/23/2015 and applicable to taxable years beginning on or after 1/1/2016, required municipalities to adopt new Income Tax regulations; and

WHEREAS, Council adopted a new Chapter 194 by passing Ord. C85-15 on 11/16/2015 to adhere to such requirements; and

WHEREAS, it is necessary to provide clarification to Section 194.06, as permitted by State Law.

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

SECTION 1. Section 194.06 is hereby amended, in part, as follows:

194.06 CREDIT FOR TAX PAID ~~TO OTHER MUNICIPALITIES~~.

(a) Every individual taxpayer domiciled in Grove City who is required to and does pay, or has acknowledged liability for, a municipal tax to another municipality on or measured by the same income, qualifying wages, commissions, net profits **of the resident** or other compensation taxable under this chapter may claim a nonrefundable credit upon satisfactory evidence of the tax paid to the other municipality. Subject to subsection (c), the credit shall not exceed the tax due Grove City under this chapter **on the resident's income earned in the other municipality.**

(c) If the amount of tax withheld or paid to the other municipality is less than the amount of tax required to be withheld or paid to the other municipality, then for purposes of subsection (a), "the income, qualifying wages, commissions, net profits **of the resident** or other compensation" subject to tax in the other municipality shall be limited to the amount computed by dividing the tax withheld or paid to the other municipality by the tax rate for that municipality.

(d) Every individual taxpayer domiciled in Grove City whose income subject to the tax imposed by this Chapter includes the resident's distributive share of the net profit of pass-through entities owned directly or indirectly by the resident, may claim a non-refundable credit upon satisfactory evidence of municipal tax paid by the pass-through entities to that municipality. The credit shall not exceed the lesser of:

(1) The tax due Grove City under this chapter on the aggregate distributive share of net profit of pass-through entities subject to tax in that municipality

reduced by any net operating loss attributable to the resident's ownership interest in a pass-through entity and generated in or allowed as a deduction against net profits generated in that municipality and further reduced by the aggregate net operating loss of the resident, if any, generated in or allowed as a deduction against net profits generated in that municipality.

(2) The resident's distributive share of the tax paid to that municipality by pass-through entities.

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

____
Roby Schottke, 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: 12/13/17	No.: C-66-17
Introduced By: Mr. Davis	1stReading: 12-18-17
Committee: Finance	Public Notice:
Originated By: Mr. Turner	2ndReading: 12-18-17
Approved: Mr. Boso	Passed: ___ Rejected:
Emergency: X 30 Days: ___	Codified: ___ Code No:
Current Expense: ___	Passage Publication:

ORDINANCE C-66-17

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

WHEREAS, various funds contain appropriations in excess of the 2017 certificate of resources; and

WHEREAS, the certificate of resources available for appropriation was calculated based on current information and best estimates immediately prior to the adoption of the 2017 tax budget in July, 2016, and

WHEREAS, the actual sources of revenue are 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.

Amount	Fund	Account
$ 10,000.00	Street Maintenance	101400.531400
$ 1,000,000.00	Capital Improvement	305000.603146
$ 10,000.00	Recreation Development	306000.572000

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

Roby Schottke, 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.

Date:	12/13/17
Introduced By:	Mr. Davis
Committee:	Finance
Originated By:	Mayor Stage
Approved:	
Emergency:	30 Days:
Current Expense:	XX

No.:	C-67-17
1st Reading:	12/18/17
Public Notice:	12/14/17
2nd Reading:	
Passed:	Rejected:
Codified:	Code No:
Passage Publication:	

ORDINANCE C-67-17

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR WHICH THE CITY OF GROVE CITY MUST PROVIDE DURING THE TWELVE MONTHS ENDING DECEMBER 31, 2018

WHEREAS, appropriations are required effective January 1, 2018 to provide for the current expenses and other expenditures associated with the operations of the City for the fiscal year ending December 31, 2018.

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

SECTION 1. The following appropriations are hereby made in the General Fund (100):

Department	#	Personal Services	All Other	2018 Budget Request
CITY COUNCIL	100010	260,625	23,450	284,075
ADMINISTRATION	100030	519,538	55,452	574,990
FINANCE	100040	412,280	557,775	970,055
LAW	100050	0	577,000	577,000
POLICE	100070	9,149,256	1,315,800	10,465,056
COMMUNICATIONS	100071	1,583,380	59,700	1,643,080
CLERK OF COURTS	100072	289,518	136,850	426,368
BUILDING	100080	1,120,555	96,350	1,216,905
LANDS & BUILDINGS	100090	1,374,591	2,684,150	4,058,741
PARKS & REC.	100100	829,397	569,850	1,399,247
FLEET MAINTENANCE	100110	107,679	161,125	268,804
GENERAL GOV.	100120	554,350	3,501,090	4,055,440
HEALTH	100160	0	408,333	408,333
INFORMATION TECH	100250	922,855	1,286,820	2,209,675
COMMUNITY RELS	100260	140,588	153,750	294,338
HUMAN RESOURCE	100270	100,224	71,000	171,224
DEVELOPMENT	100310	579,062	438,070	1,017,132
GENERAL FUND		17,943,898	12,096,565	30,040,463

SECTION 2. The following appropriations are hereby made in the following funds:

Department	#	Personal Services	All Other	2018 Budget Request
STREET	101400	1,371,668	539,175	1,910,843
STATE HIGHWAY	102000	0	345,000	345,000
POLICE PENSION	103000	1,405,661	25,000	1,430,661
GENERAL RECREATION	104000	977,518	462,700	1,440,218
CITY PERMISSIVE MVL	105000	0	130,000	130,000
COUNTY PERMISSIVE MVL	106000	0	110,000	110,000
SENIOR NUTRITION	108000	0	15,000	15,000
DRUG LAW ENF	109000	0	22,000	22,000
DARE	110000	0	0	0
COMMUNITY DEV.	112600	150,289	377,000	527,289
COMM. ENVIRONMENT	113000	0	136,700	136,700
LAW ENFORCE. ASSIST	114000	0	10,000	10,000
ENFORCEMENT & ED	115000	0	10,000	10,000
COURT COMPUTER	120000	0	30,600	30,600
BIG SPLASH	125700	202,162	101,163	303,325
BOND RETIREMENT	201000	0	1,507,392	1,507,392
BUCKEYE TIF	202000	0	2,987,573	2,987,573
PINNACLE TIF	203000	0	2,296,870	2,296,870
ROCKFORD TIF	136000	0	335,360	335,360
SR665 TIF	204000	0	903,900	903,900
LUMBERYARD TIF	205000	0	304,005	304,005
CAPITAL IMPROVEMENTS	305000	0	2,228,120	2,228,120
RECREATION DEVELOP.	306000	0	309,000	309,000
WORKERS COMP.	401000	0	272,000	272,000
WATER	501000	0	2,192,685	2,192,685
SEWER	502800	555,040	765,020	1,320,060
DEPOSIT TRUST	601000	0	1,500,000	1,500,000
SECTION 125	607000	0	0	0
CONVENTION BUREAU	609000	0	385,000	385,000
SCIOTO TOWNSHIP JEDD	620000	0	1,204,000	1,204,000
TOTALS		4,662,338	19,505,263	24,167,601

SECTION 3. The Director of Finance is hereby authorized to issue his check against the appropriate city account for the amount appropriated and for the purpose stated in this ordinance upon receiving the proper certificate and vouchers therefore approved by an officer authorized by law to approve same or authorized by an ordinance of Council to make expenditures.

SECTION 4. The salary for the Administrative Assistant shall be $147,000.00 annually for the period January 1, 2018 to December 31, 2018, and the salary for the Clerk of Council shall be $86,657.00 for the period January 1, 2018 to December 31, 2018. They shall receive the same benefits outlined in Chapters 159 and 161 of the Codified Ordinances.

SECTION 5. This ordinance shall go into effect at the earliest opportunity allowed by law, with appropriation amounts being effective January 1, 2018.

Roby Schottke, President of Council

Passed:
Effective

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

Date: 12/13/17	No.: C-68-17
Introduced By: Mr. Davis	1st Reading: 12/18/17
Committee: Finance	Public Notice: 12/21/17
Originated By: Mr. Smith	2nd Reading: 01/02/18
Approved: Mr. Boso	Passed:____ Rejected:
Emergency:___ 30 Days: X	Codified:___ Code No:
Current Expense:__________	Passage Publication:

ORDINANCE C-68-17

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF PART OF THE PROPERTY LOCATED AT 4861 GROVE CITY ROAD AND APPROPRIATE $93,000.00 FROM THE GENERAL FUND FOR SAID PURCHASE AND RELATED EXPENSES

WHEREAS, the City is looking at expanding its road network and currently has the ability to purchase right-of-way for future use; and

WHEREAS, the City would purchase approximately 3.85 acres of right-of-way that would be used for a future extension of Holt Road.

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

SECTION 1. Council hereby authorizes the purchase of part of the property located at 4861 Grove City Road as set forth in Exhibit "A" for public right-of-way.

SECTION 2. The City Administrator is hereby authorized to take any actions necessary to satisfy the terms and conditions of the purchase contract set forth in Exhibit "B."

SECTION 3. There is hereby appropriated $93,000.00 from the unappropriated monies of the General Fund to account number 100120.571000 for the Current Expense of said purchase and related expenses.

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

____
Roby Schottke, President of Council

Passed:

____
Richard L. Stage, Mayor

Effective:

Attest:

____
Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

____
Stephen J. Smith, Director of Law

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

____
Michael A. Turner, Director of Finance

C-68-17
Exhibit A

ACCESS EASEMENT
4.969 ACRES

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey Number 1448, being part of one quarter of Lot 9 of the Resurvey and Subdivision of VMS 1448 as platted in Deed Book 42, Page 16 and portioned off, as said one quarter, by Deed Book 86, Page 402, being on, over and across that 25 acre tract conveyed to Catherine F. Baumgartner of record in Instrument Number 201012070166604 (all references are to the records of the recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the centerline intersection of Holt Road (Road Record 8, Page 315 of the Franklin County Engineer's Records) with Grove City Road (Road Record 7, Page 391 and Road Record 8, Page 263 of the Franklin County Engineer's Records), the same being a common corner to Lots 4 and 9 of said Resurvey and Subdivision of VMS 1448, the northeasterly corner of said 25 acre tract, the northwesterly corner of that 10 acre tract conveyed to Michael Garcia and Anne M. Garcia of record in Instrument Number 201010080134511 and the westerly common corner to Virginia Military Survey Numbers 1383 and 1388, in the easterly line of said Virginia Military Survey Number;

thence South 03° 48' 00" West, along the common line to said Survey Numbers 1383 and 1448, the same being the easterly line of said Lot 9, the easterly line of said 25 acre tract and the westerly line of said 10 acre tract, a distance of 40.02 feet to the *True Point of Beginning;*

thence South 03° 48' 00" West, continuing with said common line of Survey Numbers 1383 and 1448, the easterly line of Lot 9 and 25 acre tract and westerly lines of said 10 acre tract and that 102.11 acre tract conveyed as Parcel II, Tract I to Olga M. Hesch by deed of record in Instrument Number 201310300182841, a distance of 2648.17 feet to the easterly common corner of said 25 acre tract and that 86 acre tract conveyed to Paul F. Offenburger, Trustee and Andrea L. Offenburger by deed of record in Instrument Number 201501150006279, being the easterly common corner of said Lot 9 and Lot 10 as shown in Deed Book 42, Page 16;

thence North 86° 33' 38" West, with the line common to said 25 and 86 acre tracts, being the line common to said Lots 9 and 10, a distance of 85.00 feet to a point;

thence across said 25 acre tract, the following courses and distances:

North 03° 48' 00" East, a distance of 2225.30 feet to a point of curvature;

with the arc of a curve to the right, having a central angle of 15° 44' 43", a radius of 579.82 feet, an arc length of 159.34, a chord bearing of North 13° 28' 12" East and chord distance of 158.84 feet to a point;

North 03° 48' 00" East, a distance of 265.00 feet to a point; and

South 87° 59' 13" East, a distance of 58.35 feet to the *True Point of Beginning,* containing 4.969 acres of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

John C. Dodgion
Professional Surveyor No. 8069

Date

JCD:mm
4_969 ac 20161489-VS-ESMT-ACCS-02.doc

C-68-17

EMHT
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

ACCESS EASEMENT

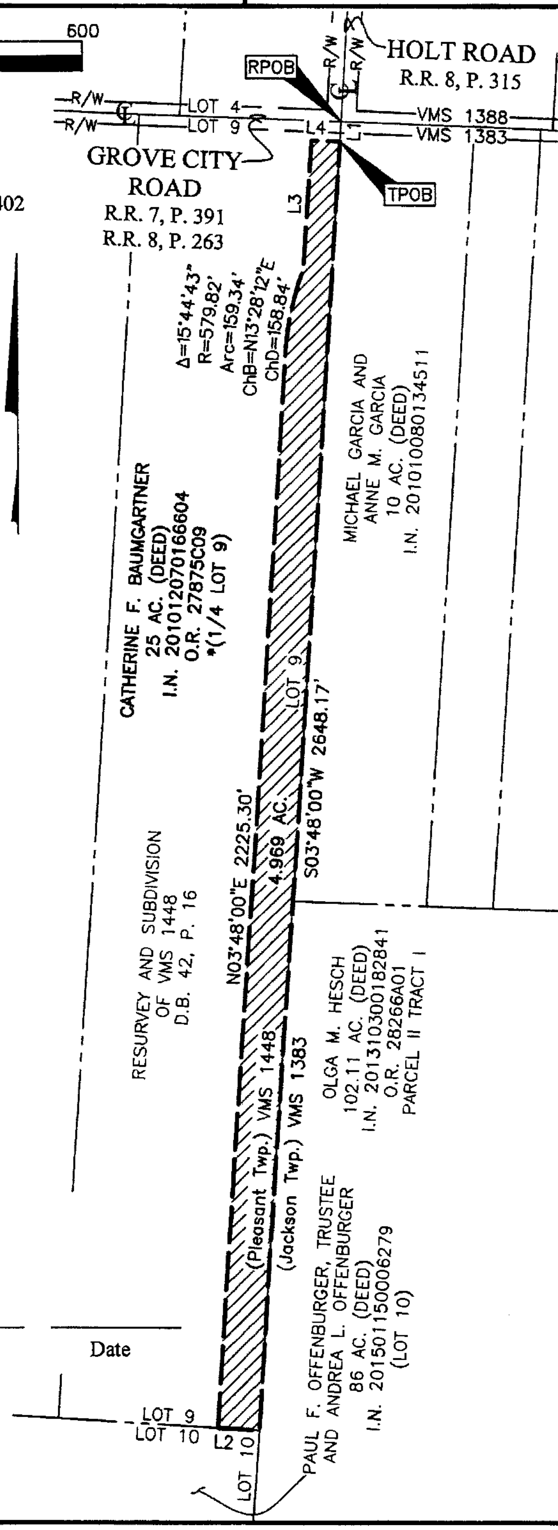
VIRGINIA MILITARY SURVEY NUMBER 1448
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: August 31, 2017 | Job No: 2016–1489 | Scale: 1" = 300'

300 0 300 600
GRAPHIC SCALE (in feet)

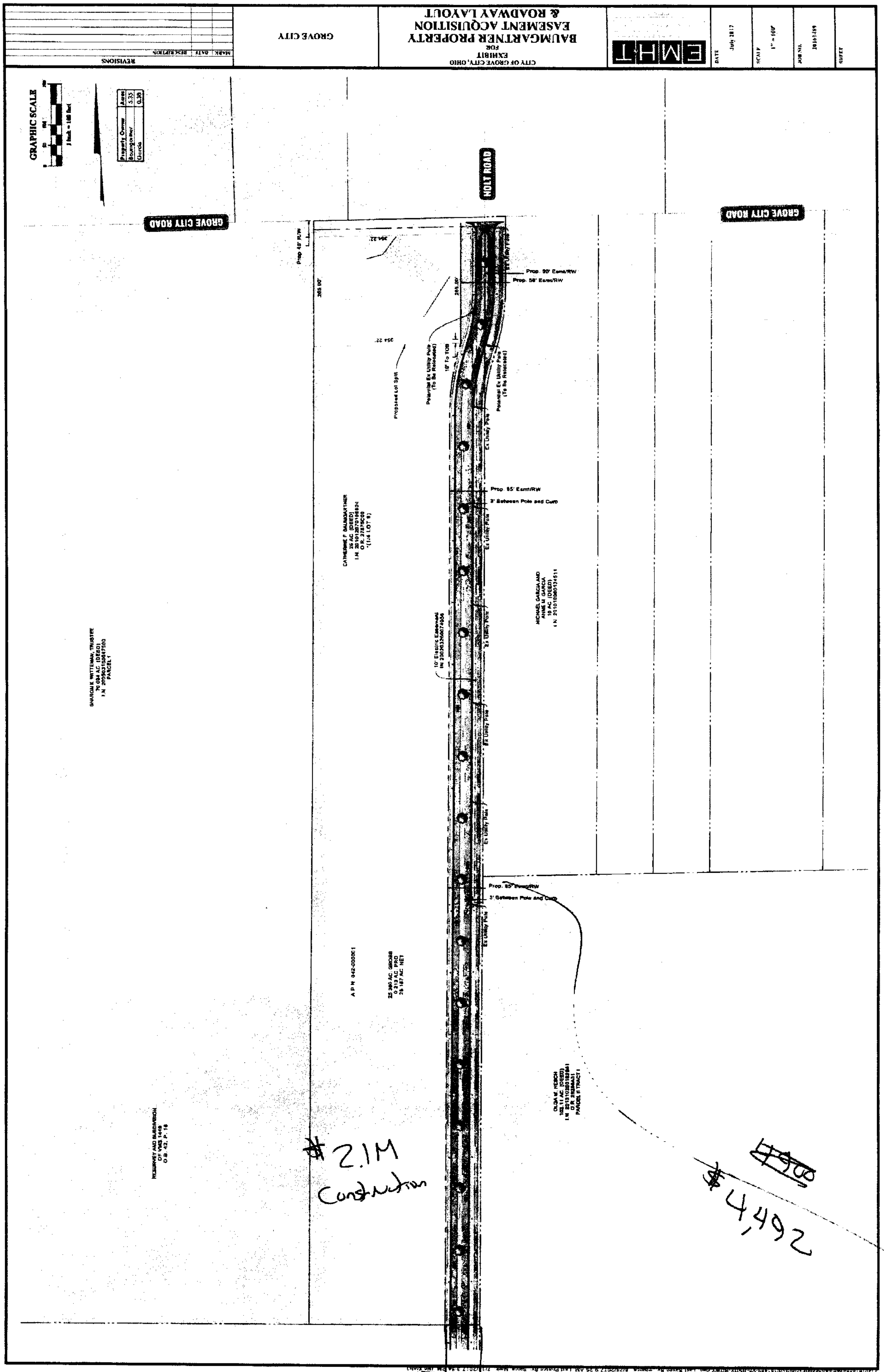
* Being the east one-fourth of Lot 9 as called originally in Deed Book 86, Page 402

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S03°48'00"W	40.02'
L2	N86°33'38"W	85.00'
L3	N03°48'00"E	265.00'
L4	S87°59'13"E	58.35'



By ______________________ ____________
John C. Dodgion Date
Professional Surveyor No. 8069

J:\20161489\DWG\04SHEETS\EASEMENTS\20161489-VS-ESMT-ACCS-02.DWG plotted by MAGERS, MARCUS on 8/31/2017 7:40:54 AM last saved by MMAGERS on 8/31/2017 7:40:26 AM
Xrefs:



$2.1M Construction

~~$900~~ $4,492

1,050' to Rusch

C-68-17
Exhibit B

The Columbus REALTORS®/CBA purchase contract shall be printed in 11 point Arial font, and all deviations in the standard form must be printed in **12 point or larger courier font in bold**. Use of **courier font in bold** denotes deviation from the standard Columbus REALTORS®/CBA purchase contract. All deletions from the standard form are to be noted by "strike-out".

John W. Saxton
Agent
Saxton Real Estate
Company
3703 Broadway
Address
Grove City OH 43123
City State Zip

REAL ESTATE PURCHASE CONTRACT

ADOPTED BY COLUMBUS REALTORS® | CBA Columbus Bar Association

It is recommended that all parties be represented by a REALTOR® and an Attorney

Date: 11/17/17

Upon the following terms, the undersigned Buyer agrees to buy and the undersigned Seller agrees to sell, through the Broker referred to below, the premises, described as being located in the State of Ohio, County of **Franklin**, Tax parcel no(s). **042-000001-00** and further described as: **Per EMHT survey dated July 2017 Job No. 20161489 splitting 4.969 acres off of the above noted parcel (see "Holt Rd Project" exhibit attached).**

1. Purchase price shall be $**90,000 (Ninety thousand dollars)**.

1.1 Additional Terms and Conditions:
Contingent upon City of Grove City Council approval.

Split to be managed/filed accordingly by City of Grove City per the attached "Holt Rd Project" exhibit.

At the option of City of Grove City defined easement to be converted to right away with 180 notice.
City of Grove City to pay 3%of purchase to Saxton Real Estate @ closing.

2. **Attorney Approval Clause**
The Buyer or Seller may terminate this contract if the party's attorney disapproves this contract, by providing written notice of said disapproval, along with changes proposed by that party's attorney to remedy the disapproval, within 30 calender-days after acceptance hereof (this provision is not applicable if number of days is not inserted). If the other party accepts the proposed changes in writing within 3 calendar-days after delivery thereof, this contract shall continue in full force and effect, as amended by the changes. The party requesting the changes may waive the request in writing prior to the expiration of the 3 calendar day period. If the contract is terminated, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

3. **Financing:** (Buyer shall select and initial one of the following)
3.1 ____ / ____ Buyer will pay the purchase price in cash at closing. Paragraph 3.2 does not apply to this contract. Buyer shall deliver to the Seller or Seller's Broker, within _____ calendar-days (if left blank, number of calendar-days shall be 5) after the date of acceptance of this contract, one of the following: a letter from a financial institution, current bank statement, or other evidence reasonably satisfactory to Seller that sufficient funds are available to complete this transaction. If the Buyer does not deliver such evidence within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3. **OR**

3.2 ____/____ This contract is contingent upon Buyer obtaining financing for the purchase of the property, subject to provisions set forth in this paragraph 3.2.

3.2(a) Lender Pre-Qualification:
Buyer _____ / _____ (insert initials here) has delivered **OR** _____ / _____ (insert initials here) shall deliver within _____ calendar-days (if left blank, the number shall be 2) after date of acceptance, to Seller or Seller's Broker, a lender's pre-qualification letter stating that the Buyer's credit report has been reviewed, and that Buyer is prequalified to obtain a loan sufficient to finance the purchase of the property. If the Buyer does not deliver the pre-qualification letter within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3.

3.2(b) Loan Application:
(i) Within _______ calendar-days, (if left blank, the number of calendar-days shall be 7) after the date of acceptance of this contract, Buyer shall:
a) make formal application for a (write in type of loan: Conventional, FHA, VA, USDA) ____________________loan,
b) inform the Seller or Seller's Broker in writing of the identity of the lender, and
c) notify the lender of the Buyer's intent to proceed pursuant to applicable federal regulations.

If the Buyer does not inform the Seller or Seller's Broker in writing of the identity of the lender within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3.

(ii) The Buyer shall provide information and documentation, and otherwise comply with all reasonable requests made by the lender and title insurance agent during the mortgage loan application and approval process. If, at any time, the lender notifies the Buyer in writing that it will not be able to provide financing upon the terms and conditions stated in the loan application, the Buyer may terminate this contract by delivering a copy of the lender's written notification to the Seller or Seller's Broker within 3 calendar-days following Buyer's receipt thereof. Upon delivery, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12. **Failure of the Buyer to deliver the lender's written notification within 3 calendar-days following Buyer's receipt thereof constitutes a waiver of Buyer's right to terminate the contract due to the Buyer's failure to obtain financing.**

3.2(c) Loan Commitment:
The Seller's obligations are contingent upon the Buyer obtaining and delivering to the Seller or Seller's Broker a loan commitment within _______calendar-days (this subsection 3.2(c) is not applicable if number of days not inserted) after acceptance of this contract. This time period shall be known as the Loan Commitment Period. Buyer shall use good faith and reasonable efforts to obtain the loan commitment. The loan commitment shall state that the lender will provide financing for the purchase of the property, subject to conditions and qualifications imposed at the lender's discretion.

If, at the expiration of the Loan Commitment Period, the Buyer has not delivered the loan commitment to the Seller or Seller's Broker, the Seller may terminate this contract pursuant to paragraph 3.3.

3.2(d) Appraisal Contingency:
If the property is appraised for loan purposes for less than the purchase price stated herein, the Buyer shall have the right to terminate this contract by written notice to the Seller or Seller's Broker delivered within 3 calendar-days after Buyer receives a copy of the appraisal. The notice shall be signed by the Buyer and accompanied with the appraisal. This contract shall terminate 3 calendar-days thereafter, and the earnest money deposit shall be returned to the Buyer, pursuant to paragraph 12. **Failure of the Buyer to deliver the written notice of low appraised value within 3 calendar-days following Buyer's receipt thereof constitutes a waiver of Buyer's right to terminate, pursuant to this provision.**

NOTE: The parties may use the 3 calendar day period prior to termination to renegotiate the purchase price or any other contract provisions in lieu of terminating the contract, but are not obligated to do so.

3.3 Demand for Financing Evidence:
If Seller does not receive Buyer's written notice or documents as required in paragraphs 3.1, 3.2(a), 3.2(b)(i), or 3.2(c) (the "Financing Evidence"), the Seller may, at any time until 7 calendar-days before the closing date set forth in paragraph 15.1, notify the Buyer or Buyer's Broker in writing that Seller has not received the required Financing Evidence, specifying which type of Financing Evidence is overdue (a "Demand for Financing Evidence"). If Seller receives the required Financing Evidence within 3 calendar-days after delivery of Seller's Demand for Financing Evidence, the parties shall proceed with the transaction. If Seller does not receive the required Financing Evidence within 3 calendar-days after delivery of the Demand for Financing Evidence, Seller may, at any time thereafter until the Financing Evidence has been received, terminate this contract by delivering written notice of termination to the Buyer or Buyer's Broker, at which time the Earnest Money Deposit shall be released to the Buyer. Seller's election to terminate pursuant to this paragraph 3.3 is Seller's sole legal remedy for Buyer's failure to deliver the Financing Evidence, acts as a bar to any additional legal or equitable claims that Seller may have against the Buyer, and constitutes Seller's consent to the release of the Earnest Money Deposit. **Failure of the Seller to timely deliver the written Demand for Financing Evidence constitutes a waiver of Seller's right to terminate pursuant to this provision.**

4. **Taxes and Assessments:**
4.1 The real estate taxes for the premises for the current year may change as a result of the transfer of the premises, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.
Seller shall pay or credit at closing:
(a) all delinquent taxes, including penalty and interest;
(b) all assessments which are a lien on the premises as of the date of the contract;
(c) all agricultural use tax recoupments for years prior to the year of closing;
(d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
(e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

These adjustments shall be final, except for the following: (none if nothing inserted)

____.

4.2 The community development charge, if any, applicable to the premises was created by a covenant in an instrument recorded at (insert county) ____________________, Vol.________, Page number _______ or instrument number____________. **(Note: If the foregoing blanks are not filled in and a community development charge affects the premises, this contract may not be enforceable by the Seller or binding upon the Buyer pursuant to Section 349.07 of the Ohio Revised Code.)**

4.3 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

____.

5. **Fixtures and Equipment**:
5.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And including the following: ____

5.2 The following shall be excluded: (none if nothing inserted)

5.3 The following leased items shall be excluded: (none if nothing inserted)

6. **Inspections and Tests:**
6.1 The Broker strongly recommends that the Buyer conduct inspections and/or tests. The Buyer and the Seller understand and agree that the Broker neither warrants nor assumes responsibility for the physical condition of the premises.

IT IS NOT THE INTENTION OF THIS PROVISION TO PERMIT THE BUYER TO TERMINATE THIS AGREEMENT FOR COSMETIC OR NON-MATERIAL CONDITIONS.

Buyer shall be responsible for the repair of any damages caused by the Buyer's inspections and tests; repairs shall be completed in a timely and workmanlike manner at Buyer's expense.

6.2 Seller shall cooperate in making the premises reasonably available for inspections and/or tests.

6.3 Specified Inspection Period: Buyer shall have ____________ (not applicable if the number of calendar-days is not inserted) calendar-days after the date of acceptance of the contract by both parties to have inspections, environmental inspections, and/or tests completed. This time period shall be known as the Specified Inspection Period. The number of calendar-days for the Specified Inspection Period is a specific time frame agreed upon by the Seller and the Buyer. The number of calendar-days cannot be modified or waived except by a written agreement signed by both parties.

All requests to remedy shall be submitted to the Seller or Seller's Broker within the Specified Inspection Period. Time is of the essence in completing any of the inspections, tests, and/or reports.

The Buyer, at Buyer's expense, shall have the right, and is strongly encouraged, to have any and all inspections, tests, and/or reports conducted, including but not limited to the following:

(a) Inspection of the premises and all improvements, fixtures, and equipment;
(b) Inspection or testing for **radon**;
(c) Inspection or testing for mold, and any other environmental test;
(d) Inspection or testing for lead-based paint;
(e) A pest inspection for termite and wood destroying insects with a report provided on a FHA/VA approved form by a licensed Ohio Certified Pest (Termite) Control Applicator;
(f) Inspection of the gas lines on the premises;
(g) Inspection of the waste treatment systems and/or well systems by a local health authority or state EPA approved laboratory of the Buyer's choice;
(h) Determination of the need for and cost of federal flood insurance;
(i) Confirmation of the insurability of the premises with an insurance company of the Buyer's choice.

With respect to housing constructed prior to January 1, 1978, the Buyer must be provided with the pamphlet entitled "Protect Your Family from Lead in Your Home" and the "Lead-Based Paint and Lead-Based Hazard Disclosure Form." Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

Lead poisoning in young children may produce permanent neurological damage including learning disability, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

6.4 If the Buyer **is not**, in good faith, satisfied with the condition of the premises as disclosed by the Buyer's inspections, tests, and/or reports provided for in paragraph 6.3, then the Buyer may elect to proceed under one of the following provisions, 6.4(a) or 6.4(b):

6.4(a) Agreement to Remedy Period: On or before the end of the Specified Inspection Period, the Buyer shall deliver to the Seller or the Seller's Broker a written request to remedy, signed by the Buyer, stating the unsatisfactory conditions, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions.

The Buyer and Seller shall have ________ calendar-days (not applicable if the number of calendar-days is not inserted), **after the end of the Specified Inspection Period**, to reach a written agreement regarding remedying the unsatisfactory conditions. This time period shall be known as the Agreement to Remedy Period. The number of calendar-days for the Agreement to Remedy Period is a specific time frame agreed upon by the Seller and the Buyer. The number of calendar-days cannot be modified or waived except by a written agreement signed by both parties. In the event the Buyer and Seller do **not** reach a written agreement regarding remedying the unsatisfactory conditions within the Agreement to Remedy Period, and the Buyer and Seller have **not** executed a written extension of the Agreement to Remedy Period, this contract shall terminate. Upon termination of the contract under this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

Date: 12/13/17	No.: C-69-17
Introduced By: Mr. Bennett	1st Reading: 12/18/17
Committee: Lands	Public Notice: 12/21/17
Originated By: Mr. Smith	2nd Reading: 01/02/18
Approved: Mr. Boso	Passed:____ Rejected:
Emergency:___ 30 Days: X	Codified:___ Code No:
Current Expense:________	Passage Publication:

ORDINANCE C-69-17

AN ORDINANCE TO VACATE A UTILITY EASEMENT LOCATED SOUTH OF COLUMBUS STREET AND WEST OF GLADMAN AVENUE

WHEREAS, in 1956, the City was granted a utility easement via plat; and

WHEREAS, the easement was never used and is not needed by the City.

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

SECTION 1. The existing utility easement as generally shown in Exhibit A and described in Exhibit B is hereby vacated.

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

____
Roby Schottke, 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-69-17

Exhibit A

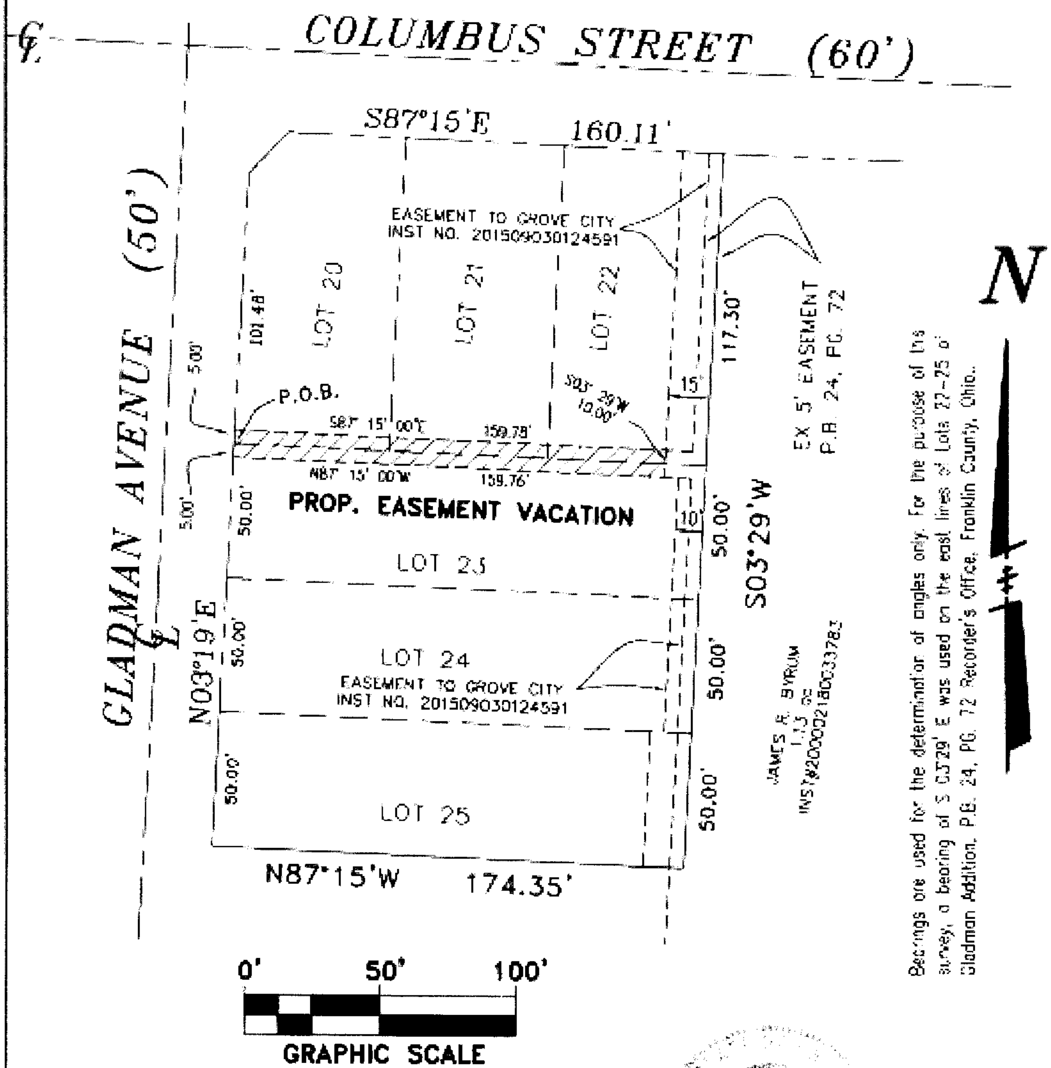
SITE ENGINEERING, INC.

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

FILE #3044
DATE: OCT 17
SCALE: 1"=50'

EXHIBIT "B"

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GROVE CITY, BEING IN PART OF VIRGINIA MILITARY SURVEY 1383, AND BEING THE PROPOSED VACATION OF PART OF AN EXISTING 10' EASEMENT ACROSS PART OF LOTS 20, 21, 22 AND 23 OF GLADMAN ADDITION OF RECORD IN PLAT BOOK 24, PAGE 72 IN THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.



SITE ENGINEERING, INC.

By Mark A Hazel 10-24-17
Mark A. Hazel
Professional Surveyor No. 7039

C-69-17

Exhibit B

SITE ENGINEERING
Incorporated
Civil Engineers & Surveyors

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

SEI FILE NO. 3044
GROVE CITY FAMILY DENTISTRY

EXHIBIT "A"
PROPOSED EASEMENT VACATION
OCTOBER 24, 2017

Situated in the State of Ohio, County of Franklin, City of Grove City, being part of Virginia Military Survey No. 1383 and being part of the existing 10 foot wide easement across Lots 20, 21, 22 and 23 of GLADMAN ADDITION of record in Plat Book 24, Page 72 in the Recorder's Office, Franklin County, Ohio, said easement area being more particularly described as follows:

Beginning at the southwesterly corner of said Lot 20, on the easterly right-of-way line of Gladman Avenue (50' R/W) as shown on said Plat Book 24, Page 72;

Thence North 03° 19' East 5.00 feet, along said easterly right-of-way line, to a point;

Thence South 87° 15' East 159.78 feet, along the northerly side of the existing easement, crossing said Lots 20, 21 and 22, to a point on the westerly side of the easement granted to the City of Grove City in Instrument No. 201509030124591;

Thence South 03° 29' West 10.00 feet, crossing said existing 10 foot wide easement, to a point on the southerly line of said existing 10 foot wide easement;

Thence North 87° 15' West 159.76 feet, along the southerly side of the existing easement and crossing said Lot 23, to a point on the easterly right-of-way line of said Gladman Avenue;;

Thence North 03° 19' East 5.00 feet, along said right-of-way line, to the Point of Beginning.

Bearings are used for the determination of angles only. For the purpose of this description, a bearing of North 03° 19'East was used on the east right-of-way line of Gladman Avenueas shown of record in Plat Book 24, Page 72, Franklin County Recorder's Office.

The above description was prepared by:

SITE ENGINEERING, INC.

By Mark A Hazel, PS 10-24-17
Mark A. Hazel Date
Professional Surveyor No. 7039

STATE OF OHIO MARK A. HAZEL

0127090.0607160 4832-5237-1031v1

Date: 12/13/17	No.: C-70-17
Introduced By: Mr. Bennett	1st Reading: 12/18/17
Committee: Lands	Public Notice: 12/21/17
Originated By: Plan Comm	2nd Reading: 01/02/18
Approved:	Passed: ___ Rejected: ___
Emergency: ___ 30 Days: X	Codified: ___ Code No: ___
Current Expense:	Passage Publication: ___

ORDINANCE C-70-17

AN ORDINANCE TO ACCEPT THE
PLAT OF HOLTON RUN, SECTION 6

WHEREAS, Holton Run, Section 6, a subdivision containing lots 124 to 159, both inclusive, and areas designated as Reserve "C", "D", & "E", has been submitted to Council for their consideration.

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

SECTION 1. The Plat of Holton Run, Section 6, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 1383, containing 31.908 acres of land, more or less. Said 31.908 acres being part of those tracts of land conveyed to Homewood Corporation, 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.

Roby Schottke, 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: 12/13/17	No.: CR-50-17
Introduced By: Mr. Bennett	1st Reading: 12/18/16
Committee: Lands	Public Notice:
Originated By: Plan. Comm.	2nd Reading:
Approved:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

RESOLUTION NO. CR-50-17

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR COMFORT INN ADDITION LOCATED AT 4197 MARLANE DRIVE

WHEREAS, on December 5, 2017, the Planning Commission recommended approval of the Development Plan for Comfort Inn Addition, with the following deviations and stipulations:

1. A deviation shall be granted to permit parking spaces to be 162 square feet in size, below the required 180 square foot minimum;
2. The proposed southern curb cut shall be widened to 24' in width;
3. Signs shall be posted on the site stating that no overnight truck parking shall be permitted;
4. Each new parking island or peninsula shall have at least one (1) medium or large class tree at least two (2) inches in caliper planted in it;
5. All proposed trees shall be at least two (2) inches in caliper at the time of planting;
6. All proposed shrubs planted along the rear and side yards shall be at least 18" in height at the time of planting;
7. Plantings around the perimeter of the building, with the exception of trees, shall be at least two (2) feet in height at the time of planting.

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

SECTION 1. This Council hereby approves the Development Plan for Comfort Inn Addition, contingent upon the deviations and stipulations set by Planning Commission.

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

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

Roby Schottke, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form.

Stephen J. Smith, Director of Law

Date: 12/13/17
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved:
Emergency: ___ 30 Days: ___
Current Expense:

No.: CR-51-17
1st Reading: 12/18/16
Public Notice:
2nd Reading:
Passed: ___ Rejected: ___
Codified: ___ Code No: ___
Passage Publication: ___

RESOLUTION NO. CR-51-17

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR McDONALDS REMODEL LOCATED AT 1989 STRINGTOWN ROAD

WHEREAS, on December 5, 2017, the Planning Commission recommended approval of the Development Plan for McDonalds Remodel at 1989 Stringtown Rd., with the following deviations and stipulations:

1. A deviation shall be granted to permit parking spaces to be 162 square feet in size, below the required 180 square foot minimum;
2. The menu boards and pre-browse signs shall have brick bases that match that used on the restaurant or sufficient landscaping shall be installed to screen the bases;
3. The northeastern entrance on Gantz Road shall be a right-in turn only.

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

SECTION 1. This Council hereby approves the Development Plan for McDonalds Remodel located at 1989 Stringtown Road, contingent upon the deviations and stipulations set by Planning Commission.

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

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

Roby Schottke, 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