

GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

September 16, 2019

6:30 - Caucus

7:00 - Reg. Meet.

PRESENTATIONS:

LANDS: Mr. Schottke

- Ordinance C-43-19 Accept the Annexation of 0.905 acres located North of Big Run Road and East of Demorest Rd. First reading.
- Ordinance C-44-19 Approve a Special Use Permit for a Drive-Thru for Taco Bell located at 3340 Broadway. First reading.
- Ordinance C-45-19 Approve the Rezoning of 21.083 acres located at the Southwest corner of Holton Road and State Route 104 from SF-1 to PUD-R with zoning text. First reading.
- Resolution CR-42-19 Approve the Development Plan for Taco Bell located at 3340 Broadway.
- Resolution CR-43-19 Approve the Preliminary Development Plan for a Doubles development located East of Broadway and North of Orders Road.

SAFETY: Mr. Davis

- Ordinance C-46-19 Enact Chapter 376 of the Codified Ordinances of Grove City Ohio titled "Operation Restricted for Low-Speed and Under-Speed Vehicles". First reading.
- Ordinance C-47-19 Amend Section 1131.03 of the Codified Ordinances of Grove City Ohio to Define "Stockade or Palisade Fence". First reading.

FINANCE: Ms. Houk

- Ordinance C-48-19 Appropriate \$20,000.00 from the Rockford Tax Increment Equivalent Fund for the Current Expense of Borror Road Improvements. First reading.
- Ordinance C-49-19 Enact Section 139.07 of the Codified Ordinances of the City of Grove City titled Schedule of Fees. First reading.
- Ordinance C-50-19 Authorize the City Administrator to Exercise the Option set forth in Section II(D) of the Development Agreement approved by Ordinance C-23-19 to Purchase Property within the Beulah Park Area for a New School site and Authorizing a Note of the City to finance the acquisition of such Real Property Interests and other documents related thereto. First reading.
- Ordinance C-51-19 Authorize the Purchase of Property within the Beulah Park Area for a New School Site; Appropriate \$100,000.00 from the General Fund for said purchase and related expenses; and Authorizing a Note of the City to Finance the Acquisition of such Real Property Interests and other documents related thereto. First reading.
- Ordinance C-52-19 Authorize the Purchase of Properties within the Beulah Park Area for a New School Site and Appropriate \$406,000.00 from the General Fund for said Purchase and related expenses. First reading.
- Ordinance C-53-19 Authorize the City Administrator to enter into an Agreement with the South-Western City School District for the Development of a New School Site in the City and for Use of the Brookpark Middle School Site. First reading.

Finance Continued:

Resolution CR-44-19 Accept the Amounts and Rates as determined by the Budget Commission and
Authorize the Necessary Tax Levies and Certify them to the County Auditor.

ON FILE: Minutes of: 09/03/19 Council Meeting; 9/3/19 Planning Commission

Date: 09/10/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No. : C-43-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/07/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-43-19

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 0.905+ ACRES LOCATED NORTH OF BIG RUN ROAD AND EAST OF DEMOREST ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY, OHIO

WHEREAS, a petition for the annexation of 0.905+ acres, more or less, in Jackson Township was duly filed by Paul and Alina Romanov; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on July 02, 2019; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on July 17, 2019.

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

SECTION 1. The proposed annexation, as applied for in the petition of Paul and Alina Romanov being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on May 30, 2019 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on July 02, 2019, be and the same is hereby accepted.

Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 1388. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be SF-1, Single Family Residential, and shall be placed in Ward 1. A map is attached as "Exhibit B" and made a part hereof.

SECTION 3. The City Clerk be and she is hereby authorized and directed to make three copies of the ordinance to each of which will be attached a copy of the map showing this annexation, a copy of the original petition, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, a certificate as to the correctness thereof. The clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and such other things as may be required by law.

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

Steven R. Robinette, President of Council

C-43-19
Exhibit A

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

Description of a 0.905 acre tract for annexation purposes

By Self Date 4/14/19

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey Number 1388, and being a portion of a tract of land conveyed to Paul Romanov and Alina Romanov by Instrument No.201811160156200 and being more particularly described for annexation purposes as follows:

Beginning at a northeasterly corner of City of Grove City corporation line as established by Ordinance Number C-77-01 (Instr. 200112120289156) and a southerly line of City of Columbus corporation line as established by Ordinance Number 1881-02 (Instr.200303200080588), said point being the northeasterly corner of Lot 15 of Pine Grove Section 1 Phase 1 (P.B. 103, Pg. 40) and also the northwesterly corner of said Romanov;

thence S 85°17' E along the said City of Columbus corporation line and the southerly line of Reserve C of Big Run Ridge Section 2 Part 2 (P.B. 116, Pg.35) a distance of 101.10 feet to the northeasterly corner of said Romanov;

thence S 02°35' W leaving said corporation line a distance of 347.53 feet along the easterly property line of said Romanov to the northwesterly right-of-way of Big Run South Road;

thence S 53°40' W along said right-of-way a distance of 129.81 feet to said existing City of Grove City corporation line, being the westerly line of said Romanov and the easterly line of said Pine Grove subdivision;

thence N 02°35' E along said City of Grove City corporation line a distance of 432.86 feet to the point of beginning, containing approximately 0.905 acres of land, more or less.

All documents referenced herein are Franklin County Recorder's records.

The above description was prepared by Matthew L Campbell, P.S. 8546 of Campbell and Associates, Inc. in February of 2019 using the best available county records. The above description is not valid for transfer of real property, and is not to be utilized in place of a Boundary Survey as defined by the Ohio Administrative Code in Chapter 4733-37.

Property Address: 0 Big Run South Road, Grove City, OH 43123
Franklin County Parcel No. 160-001043-00



ANX-13-19



ANNEXATION PLAT

PROPOSED ANNEXATION OF 0.905 AC. OF A 1.000 AC. TRACT IN VMS 1388 FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

LEGEND

-  EXISTING CITY OF GROVE CITY CORPORATION LINE
-  PROPOSED CITY OF GROVE CITY CORPORATION LINE
-  AREA PROPOSED FOR ANNEXATION

ADDRESS OF SUBJECT PROPERTY:
0 BIG RUN SOUTH ROAD, GROVE CITY, OH 43123

THIS ANNEXATION DOES NOT CREATE AN UNINCORPORATED AREA OF THE TOWNSHIP COMPLETELY SURROUNDED BY THE TERRITORY PROPOSED FOR ANNEXATION.

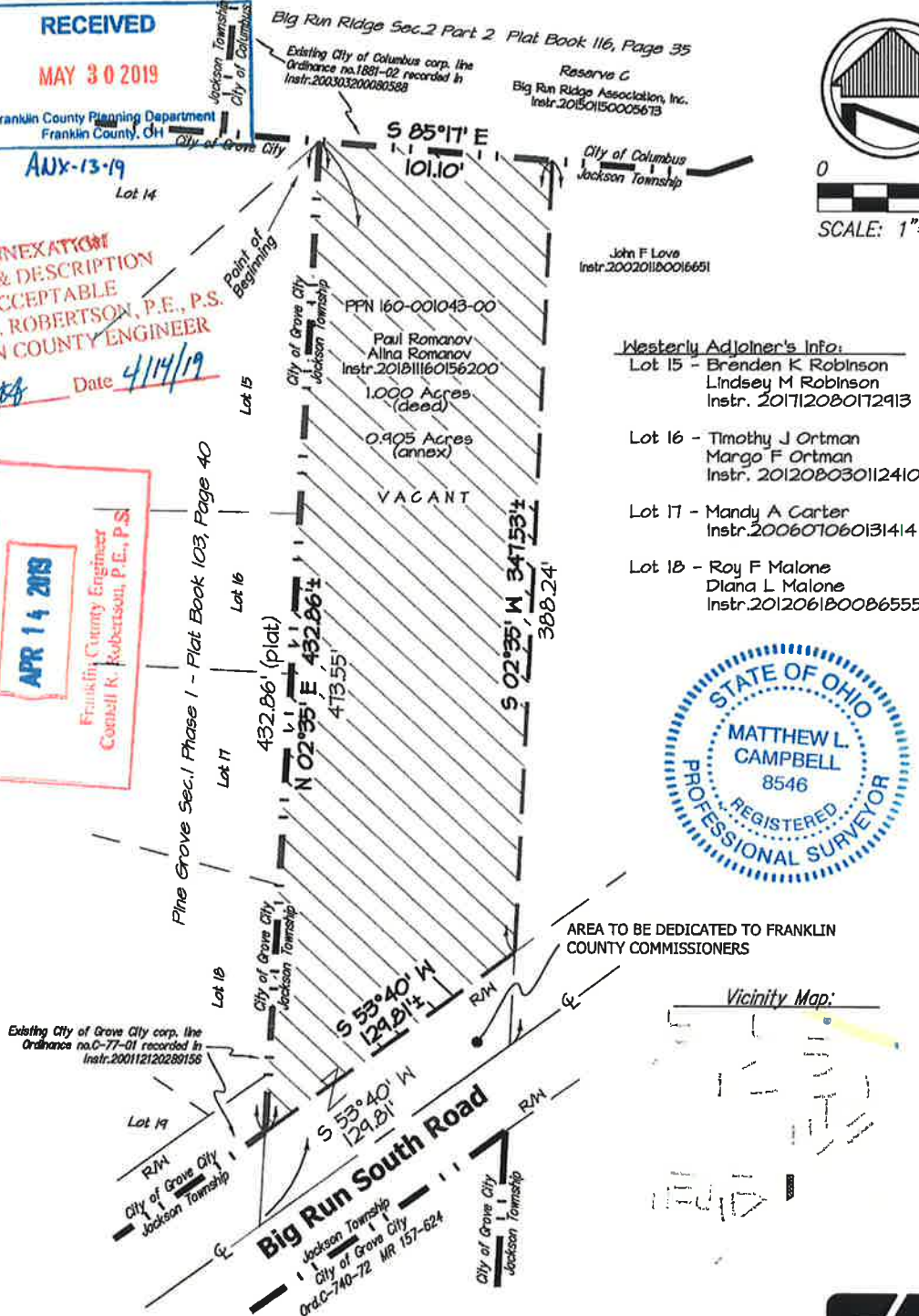
TOTAL PERIMETER OF ANNEXATION IS 1011.30'± OF WHICH 432.86'± IS CONTIGUOUS WITH THE CITY OF GROVE CITY, RESULTING IN 42.8% OF PERIMETER CONTIGUITY.

RECEIVED
MAY 30 2019
Franklin County Planning Department
Franklin County, OH

AUX-13-19

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
JAMES L. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By  Date 4/14/19

RECEIVED
APR 14 2019
Franklin County Engineer
Conrad K. Robertson, P.E., P.S.



SCALE: 1"=60'

Westerly Adjoiner's Info:

- Lot 15 - Brenden K Robinson
Lindsey M Robinson
Instr. 201712080172913
- Lot 16 - Timothy J Ortman
Margo F Ortman
Instr. 201208030112410
- Lot 17 - Mandy A Carter
Instr.200607060131414
- Lot 18 - Roy F Malone
Diana L Malone
Instr.201206180086555



AREA TO BE DEDICATED TO FRANKLIN COUNTY COMMISSIONERS

Vicinity Map:



NOTE: THIS MAP WAS PREPARED USING THE BEST AVAILABLE FRANKLIN COUNTY RECORDS AND WITHOUT THE BENEFIT OF A BOUNDARY SURVEY. ALL DIMENSIONS SHOWN HEREON ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF AS SHOWN ON THE RECORD PLAT.

MATTHEW L. CAMPBELL
CAMPBELL & ASSOCIATES, INC.

REG. NO. 8546

4-2-19
DATE

Property Address:
0 Big Run South Road
Grove City, OH 43123
Franklin County Parcel
160-001043-00

Job: CO155171

CA
CAMPBELL &
ASSOCIATES, INC.
Land Surveyors
(800)233-4117
www.campbellsurvey.com

Date: 09/11/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: C-44-19
1st Reading: 09/16/19
Public Notice: 9/17/19
2nd Reading: 10/07/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-44-19

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A DRIVE-THRU WINDOW FOR TACO BELL LOCATED AT 3340 BROADWAY

WHEREAS, Taco Bell, applicant, has submitted a request for a Special Use Permit for a Drive-Thru Window located at 3340 Broadway; and

WHEREAS, on September 03, 2019, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, with the following stipulation:

1. The base of the menu board shall be constructed of brick, or shall be landscaped in a way that the menu board pole is screened from view.

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

SECTION 1. A Special Use Permit, under Section 1135.09b(12)Aj is hereby issued to Bank of America, located at 3340 Broadway, contingent upon the stipulation set by Planning Commission.

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

Steven R. Robinette, 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: 09/10/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-45-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/21/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-45-19

AN ORDINANCE FOR THE REZONING OF 21.084 ACRES LOCATED AT THE SOUTHWEST CORNER OF HOLTON ROAD AND STATE ROUTE 104 FROM SF-1 TO PUD-R WITH ZONING TEXT

WHEREAS, a petition was filed with the Planning Commission of the City of Grove City praying for the recommendation of said Commission in regard to the rezoning of certain premises hereinafter described; and

WHEREAS, the Planning Commission approved the rezoning on September 03, 2019 with the following stipulations:

1. The submitted building elevations are approved to provide architectural intent of buildings within the zoning district. The final design of buildings will be approved with the final development plan and should only include metal as a accent, as permitted in this approved zoning text;
2. entrance feature signage shall be externally illuminated from sources screened by landscaping;
3. The proposed street widths shall be updated to state that the streets shall be a minimum of 22 feet in width;
4. The general provisions section shall be revised to include the following language:

The provisions of the Codified Ordinances of Grove City shall apply only to the extent not otherwise addressed in this Zoning Text. The provisions of this Zoning Text and the Code shall apply unless otherwise modified by Grove City Council through the Development Plan; and

Deviations from the standards and requirements set forth herein as well as the Code, Stormwater Design Manual and Standard Drawings may be approved by City Council through the Development Plan, if/when they are consistent and harmonious with the overall intent of the development and do not diminish or weaken the overall compatibility between uses or integrity of proposed improvements within or in proximity of the Property.

WHEREAS, a copy of the ordinance, together with a map and plat and the report of the Planning Commission has been on file in the Clerk's office for thirty days for public inspection.

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

SECTION 1. The following described premises are rezoned from SF-1 to PUD-R with Zoning Text:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 478 *and being part of a 35 acre tract of land conveyed to Davidson Phillips, LLC, by deed, as recorded in Official Records, Deed Book, Recorder's Office, Franklin County, Ohio,* and being more fully described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. The comprehensive zoning map is hereby amended to conform to the provisions of this ordinance.

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

Steven R. Robinette, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

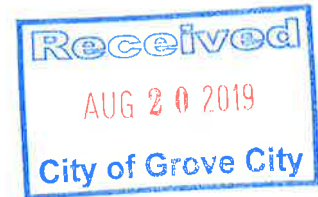
Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

C-45-19
Exhibit A
DESCRIPTION OF A 21.084 ACRE TRACT



Situated in the State of Ohio, County of Franklin, City of Grove City, and being in Virginia Military Survey Number 478 and being part of that 35.000 acre (original) tract of land described in a deed to Davidson Phillips, LLC, of record in Instrument Number 200608210165413, all records referenced herein are on file at the Office of the Recorder for Franklin County, Ohio, and being further described and bounded as follows:

BEGINNING at a railroad spike found at the intersection of the centerline of Holton Road and the centerline of Jackson Pike, said railroad spike being the northeast corner of said 35.000 acre (original) tract, being the southwest corner of Jahn Estates, as recorded in Plat Book 32, Page 17-B, being the northwest corner of that 160.667 acre tract described in a deed to Board of Parks Commissioners and Franklin County Metropolitan Park District, of record in Instrument Number 201012300178739, and being the southeast corner of a 5.495 acre (original) tract described in a deed to Malcom C. Mogren and Barbara J. Macewen-Mogren, of record in Instrument Number 200108070181475;

Thence **South 02 degrees 59 minutes 52 seconds West**, along the centerline of Jackson Pike, a distance of **1478.85 feet** to a point;

Thence **South 04 degrees 06 minutes 52 seconds West**, continuing along the centerline of Jackson Pike, a distance of **5.85 feet** to a railroad spike found at the southeast corner of said 35.000 acre (original) tract, being the northeast corner of that 124.333 acre tract described in a deed to Southeastern Conservation Club, Inc., of record in Deed Book 2100, Page 291, and Deed Book 2100, Page 294, and being a northwest corner of that 165.806 acre tract described in a deed to Board of Parks Commissioners and Franklin County Metropolitan Park District, of record in Instrument Number 201212190195409;

Thence **North 74 degrees 33 minutes 33 seconds West**, along the south line of said 35.000 acre (original) tract, and along the north line of said 124.333 acre tract, a distance of **789.40 feet** to the southwest corner of said 35.000 acre (original) tract, (reference an 3/4" pipe found being North 03 degrees 06 minutes 08 seconds West at a distance of 0.45 feet);

Thence **North 15 degrees 05 minutes 58 seconds East**, along the west line of said 35.000 acre (original) tract, and along the east line of said 124.333 acre tract, a distance of **1447.36 feet** (passing the northeast corner of said 124.333 acre tract, being the southeast corner of that 16.876 acre (original) tract described in a deed to Donald P. Hickman, Trustee, of record in Official Record 28389 D06, at a distance of 1337.19 feet, passing a 3/4" iron pin found with a "HOCKADEN" plug at a distance of 455.29 feet, passing a 3/4" iron pin found with a "HOCKADEN" plug at a distance of 1357.18 feet, passing a 3/4" iron pin at a distance of 1411.78 feet) to the northwest corner of said 35.000 acre (original) tract on the centerline of Holton Road, being the northeast corner of said 16.876 acre (original) tract, and being on the south line of that 1.179 acre tract described in a deed to John Sherron and Patricia Badgero, of record in Instrument Number 201606170077201 (reference a railroad spike found being South 13 degrees 51 minutes 00 seconds West at a distance of 0.55 feet);

Thence **South 74 degrees 51 minutes 38 seconds East**, along the centerline of Holton road, a distance of **478.24 feet** (passing the east line of said 1.179 acre tract, being the west line of said 5.495 acre (original) tract, at a distance of 147.22 feet) to the **TRUE POINT OF BEGINNING** for this description.

The above described parcel contains a total of **21.084 acres** (1.333 acres lies within the present road occupied) located within Franklin County Auditor's parcel number 040-013869.

The above description was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on January 8, 2019, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

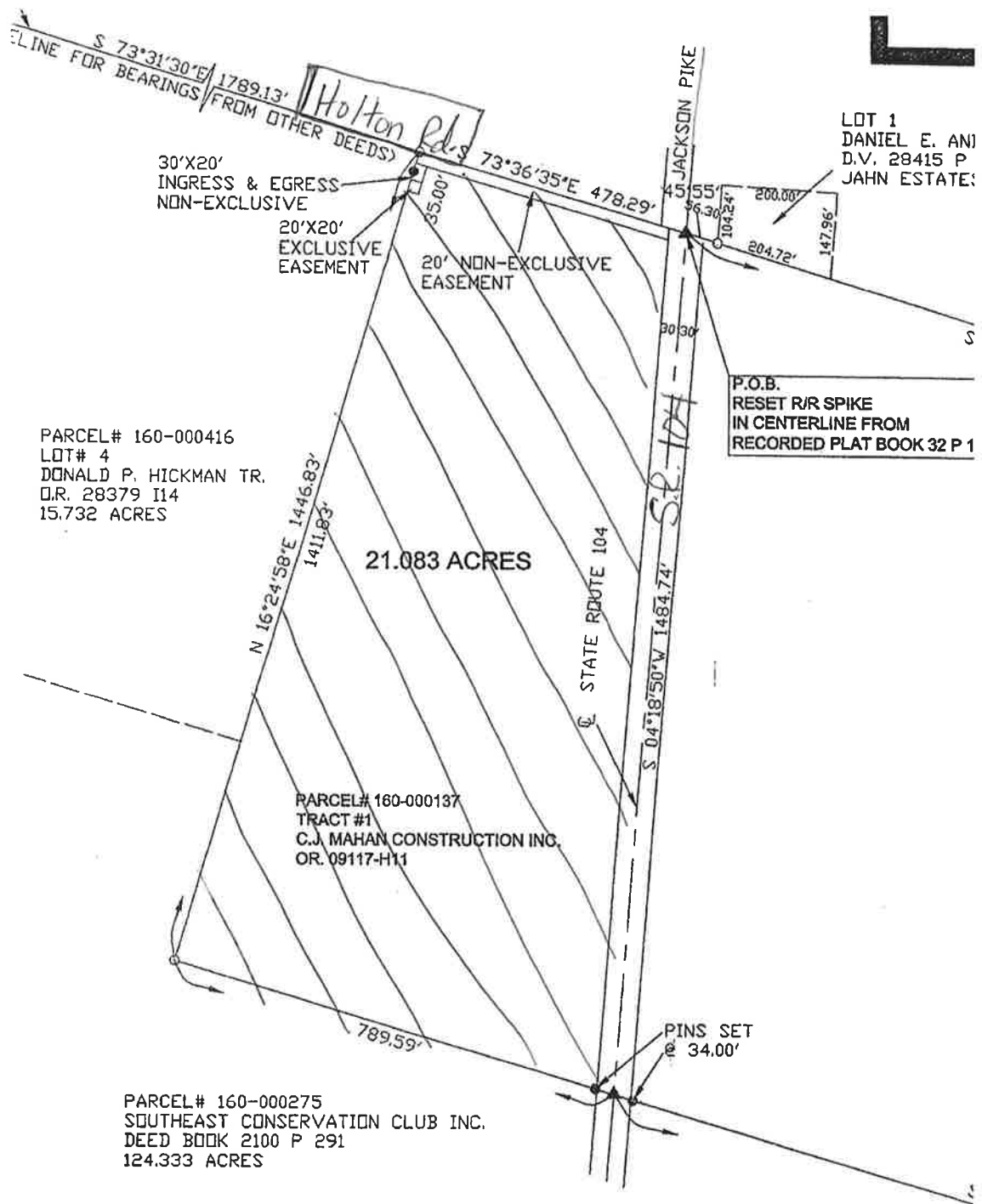
Brian P. Bingham, PS/
Registered Professional Surveyor No. 8438

Date

C-45-19



N



BY CERTIFY THAT THE ATTACHED PLAT WAS PREPARED FROM
MATION OBTAINED FROM AN ACTUAL FIELD SURVEY OF THE
SES AND THAT SAID PLAT IS CORRECT TO THE BEST OF MY
EDGE.

ERED SURVEYOR NO. 6065
P. ARNOLD

POINT "A"



POINT "B"

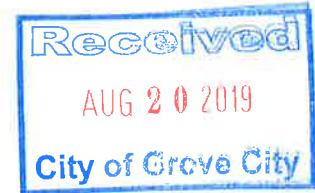
22' HACKBERRY



POINT "C"

6' MAPLE





C-45-19

SUGAR MAPLE COMMONS

PUD-R ZONING DISTRICT TEXT

August 20, 2019

I. GENERAL PROVISIONS:

- A. The real property, the subject of this Zoning Text, is approximately 21.084 acres of vacant land as more particularly described on the attached legal description, commonly known as Franklin County Auditor Tax Parcel Id. No.: 040-013869 (the "Property"). The Property is located in the southwest corner of the Jackson Pike (SR 104) and Holton Road intersection.
- B. For purposes of this Zoning Text, the terms and words contained herein carry their customarily understood meanings. Words used in the present tense include the future, and plural includes the singular and singular the plural. The word "shall" is intended to be mandatory; "occupied" or "used" shall be considered as though followed by the words "or intended, arranged or designed to be used or occupied". In case of any conflict between this Zoning Text and the City Planning and Zoning Code (the "Zoning Code"), this Zoning Text shall control.
- C. All provisions of this Zoning Text are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision is invalid, the remaining provisions and the application of those provisions shall not be deemed affected by that decision.
- D. Any use not permitted herein shall be considered prohibited, except that use may be permitted if approved by City Council as part of the Development Plan.

II. INTRODUCTION:

A. Development Intent: The Sugar Maple Commons PUD-R Zoning District (the "Zoning District") is being created to facilitate the development of an upscale residential community for residents that are age 55 and older in accordance with the "Housing for Older Persons Exemption" (codified at 42 U.S.C. § 3607) (the "HOPA Exemption") of the federal law known as The Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-3619) (the "Act"). The Act and the HOPA Exemption provide in part that, in order for a residential development to meet the requirements to be age-restricted, at least 80 percent of the units in the development must have at least one occupant who is 55 years of age or older. The applicant, Treplus Communities, LLC, is making the commitment to subject this community to the requirements of this law.

The central Ohio housing market continues to demand expanded residential opportunities for empty nesters and older adults. There is a segment of the Grove City population that desires to continue to live in the City but seeks to transition to smaller residences after their children have grown and moved away. These individuals want to continue to live in a high-quality home without the responsibility to maintain it. The product to be provided on this property will be unique in many respects, providing high-quality residences for-rent for older adults. Individual units will include open floor plans, oversized gourmet kitchens, private patios, powder rooms, laundry rooms, and loft ceilings. In keeping with the key elements of Universal Design, the apartments include no-step designs including zero threshold showers, wide doorways and halls, single floor living, accessible electrical controls, lever door and faucet handles and an emphasis on interior lighting.

The project is intended to foster a sense of community and will encourage its residents to be social and interactive. The development features a “Commons Center” building with a fully equipped fitness center, Wi-Fi café, meeting spaces, yoga areas, community garden, dog park and/or other recreational spaces, and areas to accommodate a wide range of programming directed by the interests of residents with the assistance of property management. Sugar Maple Commons will offer a high level of concierge service through on-site management, local service referrals, and a 24-7 virtual concierge app. The community will not offer any healthcare or food service, meaning it functions like a customary multi-family community, only with older residents. This community will immediately and positively diversify the City’s housing opportunities.

B. Size and Location: This Zoning District consists of 21.084+/- acres located to the southwest of and adjacent to the intersection of Jackson Pike and Holton Road.

C. Age Restriction: This community shall be age restricted in accordance with the Act and the HOPA Exemption so that a minimum of 80% of the homes shall be required to have at least one occupant that is age 55 or older. Should the Act and/or the HOPA Exemption be amended at any time following the effective date of this zoning text so that it becomes illegal to market and operate this community in accordance with the immediately preceding sentence, then this Zoning District shall be permitted to be developed and operated in accordance with the amended law. Prior to being issued a temporary or permanent certificate of occupancy for the first residential unit in this Zoning District, the owner of the property that is included in this Zoning District shall deliver written and legally binding documentation to the City to provide confirmation that the project legally complies with the Act and the HOPA Exemption. The issuance of a zoning compliance permit, building permit, or any other permit required to be issued by the City for the development of this Zoning District shall not constitute a representation or warranty by the City or any of its administrative or elected officials that the development project does, in fact, comply with the requirements of the Act and/or the HOPA Exemption. Compliance with the Act and the HOPA Exemption shall be the sole responsibility of the property owner.

The owner of the real property within this Zoning District shall be responsible for undertaking all actions which are necessary in order for the community to comply with the

requirements of the Act and HOPA Exemption as contemplated herein. Such obligations shall include, but shall not be limited to, (i) the publishing of and adherence to policies and procedures that demonstrate the intent to operate as “55 or older” housing; and (ii) compliance with the Department of Housing and Urban Development’s (HUD’s) regulatory requirements for age verification of residents. No more frequently than once per calendar year, the City may request any written reports and any other required information that have been most recently filed by the property owner with HUD or other regulatory authorities as required by the Act, the HOPA Exemption, and/or applicable federal administrative regulations, and the property owner shall promptly provide the City with copies of the same.

III. DEVELOPMENT STANDARDS: Improvements within this Zoning District shall comply with the development standards in this text. To the extent that a development or design standard is not addressed in the submitted drawings or in this written text, the development standards contained in relevant provisions the Codified Ordinances of the City of Grove City (the “Code”) shall apply to this Zoning District. If there is a conflict between the development standards contained in the Code and this text, the standards contained in this text shall govern.

A. Permitted Uses: Permitted uses shall be as follows:

1. Multi-family residential, located in buildings containing a minimum of two and a maximum of six residential units.
2. One private amenities center/clubhouse, also referred to herein as the “Commons Center,” which may include offices for the leasing of on-site multi-family residential units, a fitness center, gathering spaces, cafes, outdoor community gardens, patios, and grilling areas, and/or other recreational and social facilities, amenities, and improvements serving only the residents living in this Zoning District.
3. The existing barn located in this Zoning District may remain and be used for recreational or social purposes serving the Sugar Maple Commons Community. Should the barn be damaged or destroyed, it shall be permitted to be reconstructed subject to the prior review and approval of its architecture as part of an amended final development plan.

B. Density, Lot and Setback Commitments:

1. Number of Units: There shall be a maximum of 105 multi-family units in this Zoning District.
2. Minimum Area: Each unit shall have a minimum of 1,200 square feet of living area, measured exclusive of garages for a one-bedroom unit and a minimum of 1,400 square feet of living area for a two-bedroom unit.

3. Setbacks:

(a) Holton Road: There shall be a minimum pavement and building setback of 45 feet from the right-of-way of Holton Road after the right-of-way dedication is completed as contemplated in Section III.C.1 below. Patios to the rears of residential units shall be permitted to encroach up to 5 feet into this minimum setback.

(b) Jackson Pike: There shall be a minimum pavement and building setback of 45 feet from the right-of-way of Jackson Pike after the right-of-way dedication is completed as contemplated in Section III.C.1 below. A paved multi-use path shall be permitted to be located within this minimum setback. Patios to the rears of residential units shall be permitted to encroach up to 5 feet into this minimum setback.

(c) Perimeter Boundaries: There shall be a minimum pavement and building setback of 45 feet from the southern boundary line of this Zoning District. There shall be a minimum pavement and building setback of 35 feet from the western boundary line of this Zoning District. Patios to the rears of residential units shall be permitted to encroach up to 5 feet into these minimum setbacks.

(d) Building Separation: There shall be a minimum distance of 10 feet between exterior walls of buildings.

C. Access, Loading, Parking, Pedestrian, and Traffic-Related Commitments:

1. Right-of-Way: Prior to the issuance of the first building permit in this Zoning District, the property owner shall (a) dedicate right-of-way to the City for a distance that extends 30 feet from the centerline of Jackson Pike and (b) dedicate right-of-way to the City that is adequate to accommodate the City's plans for the realignment of Holton Road as generally illustrated on the accompanying preliminary development plan. The exact location and size of this additional right-of-way shall be reviewed and approved as part of a final development plan. The realignment of Holton Road shall be the responsibility of the City.

2. Garage Parking: Residential units with one bedroom shall be served by an attached one-car garage, and residential units with two bedrooms shall be served by an attached two-car garage. Each garage shall be served by a driveway which will accommodate parking one and two automobiles. Outdoor parking spaces shall be available for all residents of and visitors to this Zoning District and shall not be dedicated for the use of any individual unit.

3. Other Parking: A maximum of 45 parking spaces shall be provided within the Zoning District outside of garages and driveways to accommodate visitors. At least 12 of these parking spaces shall be located adjacent to the Commons Center. Final locations of these exterior parking spaces shall be approved as part of a final development plan. No parking shall be permitted on private roads.

4. Vehicular Access: Vehicular access to and from this Zoning District shall be provided (a) at a full movement access point along Jackson Pike at approximately the midpoint of the southern boundary of the Zoning District and (b) at an access point on Holton Road that will be limited to right-in, right-out, left-out turn movements. An internal system of paved private roads shall be provided within the Zoning District for interior site circulation. Such private roads shall be either 24 feet or 20 feet in width and shall accommodate two-way traffic.

5. Sidewalks: A private sidewalk with a width of 5 feet shall be provided along one side of all internal private roads.

6. Multi-Use Paths: An asphalt multi-use path with a width of 8 feet shall be constructed by the developer along Jackson Pike in accordance with the accompanying plans. The final location for this path shall be approved as part of a final development plan. The City may elect to install an asphalt multi-use path along the realigned Holton Road. The developer shall not be responsible for installing this path.

D. Buffering, Landscaping, Open Space and Screening Commitments:

1. Open Space: Open spaces and parkland shall be provided and approved as part of a final development plan. The open spaces shall be owned and maintained by the owner of the multi-family development.

2. Internal Roads: The number, spacing, and species of trees to be provided along internal private roads shall be reviewed and approved as part of a final development plan.

3. Yards: Landscaping to be provided within building yards and other green space shall be reviewed and approved as part of a final development plan.

4. Major Thoroughfares Landscaping Treatment: A landscaping treatment shall be required within the required setbacks from the rights-of-way for each of Jackson Pike and Holton Road. This treatment shall consist of grassed mounding with a minimum height of 3 feet and a maximum height of 6 feet at its crest, with a maximum slope of 3:1. The landscaping treatment shall be presented for approval as part of a final development plan.

5. Fountains: Fountains shall be installed in pond basins which are used for purposes of storm water management, per Grove City's Stormwater Design Manual.

E. Architectural Standards:

1. Design Intent: Drawings with examples of the design intent for the buildings within this Zoning District accompany this text.
2. Maximum building height: Buildings shall be one story in height and shall have a maximum height of 35 feet as measured in accordance with the Code.
3. Design:
 - (a) The designs of buildings are included in architectural drawings which accompany this text. The drawings which are approved as part of the rezoning shall provide the architectural design intent for structures within the Zoning District in addition to the standards that are provided in this text. The final designs of the buildings shall be approved as part of a final development plan. Buildings are intended to be agrarian in their designs, incorporating angular elements and flat roofs with lowly sloped pitches. All buildings shall be of a similar architectural design.
 - (b) All building elevations visible from a public roadway should feature increased architectural details including rear facing units (the appearance of front doors oriented to the road), increase brick or stone, or other architectural elements.
4. Primary Exterior Materials:
 - (a) Permitted primary exterior materials for buildings shall include brick, brick veneer, stone, stone veneer, and vinyl siding (minimum of 0.044" thickness). Secondary building materials may include any of the foregoing in addition to EIFS, and wood. Metal, including metal roofing is only permitted as accent.
 - (b) Vinyl siding shall not constitute more than 60% of the front façade of any home.
5. Roofing: Roofing shall utilize dimensional asphalt shingles. Metal roofing shall only be permitted as accent.
6. Lighting:
 - (a) Pole lighting shall be utilized to illuminate private internal roads and at the entrance into the community from Jackson Pike. These light poles shall not

exceed 20 feet in height and shall be dark in color. Fixture types and colors and light pole spacing shall be presented for approval as part of a final development plan. Street light poles and fixtures shall be consistent in height, color, and appearance throughout the Zoning District.

(b) Lighting of the entry feature and any additional proposed lighting shall be provided and approved at the time of final development plan. Ground mounted lighting, when used, shall be shielded and landscaped.

(c) Fully shielded, cut-off type lighting fixtures shall be required. Exterior lighting fixtures shall be similar in appearance throughout the Zoning District.

F. Signage Commitments: One ground-mounted entry feature sign shall be permitted at each of the vehicular access points into the Zoning District along Jackson Pike and Holton Road. The sign shall be no more than 8 feet in height as measured in accordance with Code and shall be landscaped to meet the requirements of Code Section 1136.09(a)(1). This sign shall use materials and shall have a design that is complimentary to the buildings on the Zoning District and shall be internally illuminated from sources screened by landscaping. Other ground signage shall be permitted to be utilized to identify the Commons Center and/or to promote wayfinding within the community; however directional signage shall in no case be larger than four (4) square feet in area. Wall signs shall not be permitted other than for the purposes of identifying addresses or unit numbers. All signage shall be approved as part of the final development plan.

G. Utilities: All new utility lines and wiring shall be installed underground. Utility easement locations and widths shall be determined in the final development plan.

H. Mailboxes: Cluster box units (CBUs) or similar elements incorporating groups of mailboxes shall be provided through the Zoning District in accordance with United States Postal Service (USPS) regulations. Mail boxes located near individual residential units shall be permitted only if allowed by USPS regulations. The final designs and locations of CBUs, mailboxes, and similar elements shall be approved as part of a final development plan. CBUs shall, the extent allowable by the USPS, have a decorative finish with landscaping around the base.

Date: 09/11/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: CR-42-19
1st Reading: 09/16/19
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-42-19

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR TACO BELL LOCATED AT 3340 BROADWAY

WHEREAS, on September 3, 2019 the Planning Commission recommended approval of the Development Plan for Taco Bell with the following deviations and stipulations:

1. A deviation shall be granted to permit the Emerald Green Arborvitae as part of the perimeter screening landscaping along the north and east property lines, to avoid conflict with the overhead power lines;
2. The dumpster enclosure shall be finished in the same brick as the building and have stained, 100 percent opaque wood gates;
3. Subject to staff approval, site lighting fixtures are to be cohesive and comparable in quality and finish to similar recent developments in the area;
4. The landscaping peninsula to the south of the parking area shall be 8 feet wide by 18 feet in length and shall meet landscaping requirements as outlined in Section 1136.06(d). The adjacent pedestrian way shall be redesigned to accommodate this change.

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 Taco Bell located at 3340 Broadway, contingent upon the deviations/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.

Steven R. Robinette, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

Passed:
Effective:

Attest:

I Certify that this resolution
is correct as to form.

Date: 09/11/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: CR-43-19
1st Reading: 09/16/19
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-43-19

A RESOLUTION TO APPROVE THE PRELIMINARY DEVELOPMENT PLAN FOR DOUBLES LOCATED EAST OF BROADWAY AND SOUTH OF DEMOREST DRIVE

WHEREAS, on September 03, 2019, the Planning Commission recommended approval of the preliminary development plan for a development of Doubles, with the following stipulations:

1. The applicant shall coordinate with the property owner to the east for the provision of a bike path with eventual connection to Fryer Park, and that this is included as part of the Final Development Plan; and
2. The applicant shall work with the adjacent property related to the setbacks and additional screening.

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

SECTION 1. This Council hereby accepts the Preliminary Development Plan for Doubles located east of Broadway and South of Demorest Drive, contingent upon the stipulations set by Planning Commission.

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

Steven R. Robinette, 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: 9/11/19
Introduced By: Mr. Davis
Committee: Safety
Originated By: Mr. Smith
Sponsor: Mr. Schottke
Emergency: 30 Days
Current Expense: _____

No.: C-46-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/06/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-46-19

AN ORDINANCE TO ENACT CHAPTER 376 TITLED "OPERATION RESTRICTED FOR LOW-SPEED AND UNDER-SPEED VEHICLES" TO THE CODIFIED ORDINANCES OF GROVE CITY OHIO

WHEREAS, Section 4511.215 of the Ohio Revised Code grants municipalities the authority to regulate by ordinance the operation of low-speed and under-speed vehicles on public streets or highways under its jurisdiction; and

WHEREAS, the City is concerned with the safety of those operating low-speed, under-speed, and standard vehicles as well as pedestrians;

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

SECTION 1. Chapter 376 titled Operation Restricted for Low-Speed and Under-Speed Vehicles is hereby added and shall read:

376.01 DEFINITIONS

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

- (1) "Low-speed vehicle" is a three- or four-wheel motor vehicle with an attainable speed in one mile on a paved level surface of more than 20 miles per hour but not more than 25 miles per hour and with a gross vehicle weight rating less than three thousand pounds.
- (2) "Under-speed vehicle" is a three- or four-wheel vehicle, including a vehicle commonly known as a golf cart, with an attainable speed on a paved level surface of not more than 20 miles per hour and with a gross vehicle weight rating less than three thousand pounds.
- (3) "Street" or "highway" have the same meanings as in R.C. § 4511.01.

376.02 RESTRICTIONS

(a) No person shall operate a low-speed or under-speed vehicle upon any street or highway having an established speed limit greater than 35 miles per hour except as permitted in section (f).

(b) No person shall operate a low-speed or under-speed vehicle upon the following streets except as permitted in section (f):

- (1) **Broadway**
- (2) **Stringtown Road**
- (3) **London-Groveport Road**

(c) No person shall operate a low-speed or under-speed vehicle upon any street or highway without a valid driver's license and proof of financial responsibility in amounts equal to the requirements under Ohio Revised Code §4509.01(K).

(d) No person shall operate a low-speed or under-speed vehicle upon any street or highway with a speed limit of 35 miles per hour or lower, unless in compliance with the following provisions:

(1) The low-speed or under-speed vehicle shall be inspected by the Grove City Division of Police or other law enforcement agency that complies with inspection requirements established by the Department of Public Safety under R.C. § 4513.02 and listed below in section (e);

(2) The vehicle must successfully pass the required vehicle inspection, be registered in accordance with R.C. Chapter 4503, and be titled in accordance with R.C. Chapter 4505.

(e) In order to pass the inspection required under (d)(1), the low-speed or under-speed vehicle must include the following equipment:

(1) Adequate brakes and braking system;

(2) Properly working brake lights, head lights, tail lights, and turn signals;

(3) A properly working steering mechanism;

(4) A windshield to prohibit injury from roadway debris;

(5) A rearview mirror;

(6) A working horn, audible from not less than 200 feet;

(7) Front and rear license plates and a license plate light to make the rear plate legible from a distance of 50 feet; and

(8) Seatbelts for the driver and all passengers.

(f) Following inspection, the low-speed or under-speed vehicle shall maintain compliance with all of the equipment set forth in section (e).

(g) This section does not prohibit a person operating a low-speed or under-speed vehicle from proceeding across an intersection of a street or highway having a speed limit greater than 35 miles per hour or the streets listed in section (b).

(h) Except as otherwise provided in this division, whoever violates division (a), (b), (c), (d) or (f) of this section is guilty of a minor misdemeanor. If within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

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

Steven R. Robinette, 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: 9/11/19
Introduced By: Mr. Davis
Committee: Safety
Originated By: Mr. Smith
Sponsor: Mr. Schottke
Emergency: 30 Days:
Current Expense:

No.: C-47-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/06/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-47-19

AN ORDINANCE TO AMEND SECTION 1131.03 OF THE CODIFIED ORDINANCES TO DEFINE "STOCKADE OR PALISADE FENCE"

WHEREAS, the City is concerned with property values and aesthetic quality of development within the City; and

WHEREAS, the materials and form of fencing constructed within the City has an appreciable impact on property values and aesthetic quality of development within the City;

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

SECTION 1. The Codified Ordinances of the City of Grove City shall be amended by inserting the following between Sections 1131.03(71) and 1131.03(72):

(72) "Stockade or Palisade Fence" means a fence exceeding four (4) feet in height from surrounding grade and constructed with a row of large stakes of wood or other natural and permanent material, whether pointed or not, placed upright against each other and having more than fifty percent (50%) of the area of its vertical plane closed to light or air.

SECTION 2. Preexisting Sections 1131.03(72) through 1131.03(80) shall be renumbered to Sections 1131.03(73) through 1131.03(81).

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

Steven R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 09/12/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No.: C-48-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/07/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-48-19

AN ORDINANCE TO APPROPRIATE \$20,000.00 FROM THE ROCKFORD TAX INCREMENT EQUIVALENT FUND FOR THE CURRENT EXPENSE OF BORROR ROAD IMPROVEMENTS

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

WHEREAS, the City has agreed to provide construction phase engineering services for Borrer Road improvements; and

WHEREAS, additional appropriations are needed to extend the professional services contract through the end of the year.

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

SECTION 1. There is hereby appropriated \$20,000.00 from the unappropriated monies of the Rockford Tax Increment Equivalent Fund to account number 136000.541000 for the current expense of construction inspection professional services.

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

Steven R. Robinette, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 09/12/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Boso
Sponsor: Ms. Houk
Emergency: 30 Days: X
Current Expense:

No.: C-49-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/07/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-49-19

AN ORDINANCE TO ENACT SECTION 139.07 OF THE CODIFIED ORDINANCES OF THE CITY OF GROVE CITY, OHIO TITLED SCHEDULE OF FEES

WHEREAS, the City of Grove City has experienced a change in the composition of its revenue stream tied to changes in State tax laws, the reduction in the Local Government Fund, and economic development; and

WHEREAS, as part of its revenue stream, the City charges various fees for services; and

WHEREAS, in order to continue operating in a fiscally responsible manner, the City wants to ensure that these fees are reviewed and updated annually.

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

SECTION 1. Section 139.07 is hereby enacted as follows:

139.07 SCHEDULE OF FEES.

- (A) The City Administrator shall establish a schedule of fees that shall be reviewed annually by the City Administrator and Director of Finance, or designees, and shall make any changes they deem reasonable and appropriate including, but not limited to adjusting fees, terminating fees, or creating additional fees. The schedule of fees shall be submitted to Council as part of the annual budget process.
- (B) Any fee required by state law to be collected by the City, now or in the future, shall automatically become a fee chargeable by the City and listed in the schedule of fees and shall automatically increase, decrease, or terminate as mandated by state law.
- (C) In the event of a conflict between any fee contained in the schedule of fees adopted pursuant to this section and the same fee found in any other section of the City's Codified Ordinances regarding the imposition of a fee and/or the fee amount, the fee contained in the schedule of fees shall prevail. Provisions of the Codified Ordinances requiring the imposition of a fee not contained in the schedule of fees, and which fee is addressed in another or other sections of the City's Codified Ordinances shall continue to apply.
- (D) The schedule of fees shall be available on the City's website and during normal business hours in the Department of Finance and filed with the Clerk of Council.

SECTION 2. This Ordinance shall take effect at the earliest date permitted by law.

Date: 09/12/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Smith
Sponsor: Ms. Houk
Emergency: 30 Days: X
Current Expense:

No.: C-50-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/07/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-50-19

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO EXERCISE THE OPTION SET FORTH IN SECTION II(D) OF THE DEVELOPMENT AGREEMENT APPROVED BY ORDINANCE C-23-19 TO PURCHASE PROPERTY WITHIN THE BEULAH PARK AREA FOR A NEW SCHOOL SITE AND AUTHORIZING A NOTE OF THE CITY TO FINANCE THE ACQUISITION OF SUCH REAL PROPERTY INTERESTS; AND OTHER DOCUMENTS RELATED THERETO

WHEREAS, the City of Grove City and South-Western City School District desire to collaborate to provide value to the taxpayers of the City and the District; and

WHEREAS, the District's expanding enrollment and condition of facilities necessitated the District's acquisition of real property as a site for construction of a new school building; and

WHEREAS, pursuant to the Development Agreement approved by Ordinance C-23-19, the City holds an option to acquire property within the Beulah Park area for use as a school; and

WHEREAS, the City would like to move forward with acquiring the property that is being held under the option; and

WHEREAS, this property would be combined with other properties that the City currently holds options on (collectively the "Property") to create a new school site located in the City; and

WHEREAS, the City would then use the Property to acquire rights to the possession and use of the current Brookpark Middle School site for City operations, public recreational facilities and for the use of theater facility on the Premises will be a great benefit to the promotion of the arts by providing an additional location for hosting performances and shows for the community.

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

SECTION 1. Council hereby authorizes the City Administrator to exercise the option for the purchase of the school site as set forth in Section II(D) of Development Agreement approved by Ordinance C-23-19.

SECTION 2. The City shall deliver a promissory note for the full purchase price in the principal sum of \$805,000.00. The Note shall provide for payments in 4 equal installments beginning in 2020 and ending in 2023. The Note shall not include a prepayment penalty.

SECTION 3. The Council hereby authorizes and approves the payment of the purchase price, including the payment of principal of and interest on the Note.

SECTION 4. It is hereby determined necessary and in the best interest of the inhabitants of the City to acquire the Property.

SECTION 5. The City Administrator is hereby authorized and directed to execute on behalf of the City the Agreement. The Agreement shall be in such form acceptable to such officials, and not substantially inconsistent with the terms of this Ordinance.

SECTION 6. The City Administrator is 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 Agreement and the Note and to consummate the transactions contemplated in this Ordinance and to undertake, complete and finance the acquisition of the 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.

SECTION 7. This Ordinance shall take effect at the earliest date permitted by law.

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 09/12/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Smith
Sponsor: Ms. Houk
Emergency: 30 Days: X
Current Expense:

No.: C-51-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/07/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-51-19

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF PROPERTY WITHIN THE BEULAH PARK AREA FOR A NEW SCHOOL SITE, APPROPRIATE \$100,000.00 FROM THE GENERAL FUND FOR SAID PURCHASE AND RELATED EXPENSES AND AUTHORIZING A NOTE OF THE CITY TO FINANCE THE ACQUISITION OF SUCH REAL PROPERTY INTERESTS; AND OTHER DOCUMENTS RELATED THERETO

WHEREAS, the City of Grove City and South-Western City School District desire to collaborate to provide value to the taxpayers of the City and the District; and

WHEREAS, the District's expanding enrollment and condition of facilities necessitated the District's acquisition of real property as a site for construction of a new school building; and

WHEREAS, the City holds options to property within the Beulah Park area, which is being redeveloped to include a mix of uses including housing and parks and recreation spaces, that would be suitable for use as a school; and

WHEREAS, the City would like to move forward with acquiring the property that is being held under the options; and

WHEREAS, the option property would be combined with the land that was designated as part of the Beulah Park Development Agreement (collectively the "Property") to create a new school site located in the City; and

WHEREAS, the City would then use the Property to acquire rights to the possession and use of the current Brookpark Middle School site for City operations, public recreational facilities and for the use of theater facility on the Premises will be a great benefit to the promotion of the arts by providing an additional location for hosting performances and shows for the community.

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 the following parcels: Tax Parcel No. 160-000648-00 located at 3160 Demorest Road; Tax Parcel No. 160-000646-00 located at 4310 Grove City Road; Tax Parcel No. 160-001416-00 located at 4310 Grove City Road and Tax Parcel No. 160-000972-00 as set forth in Exhibit "A" (the "Agreement").

SECTION 2. The City shall pay \$100,000.00 upon closing in 2019 and shall deliver a promissory note for the balance of the purchase price in the principal sum of \$440,000.00). The Note shall provide for payments in 3 equal installments beginning in 2020 and ending in 2022. The Note shall not include a prepayment penalty.

SECTION 3. The Council hereby authorizes and approves the payment of the purchase price, including the payment of principal of and interest on the Note.

SECTION 4. It is hereby determined necessary and in the best interest of the inhabitants of the City to acquire the Property.

SECTION 5. The City Administrator is hereby authorized and directed to execute on behalf of the City the Agreement. The Agreement shall be in such form acceptable to such officials, and not substantially inconsistent with the terms of this Ordinance.

SECTION 6. The City Administrator is 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 Agreement and the Note and to consummate the transactions contemplated in this Ordinance and to undertake, complete and finance the acquisition of the 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.

SECTION 7. There is hereby appropriated \$100,000.00 from the unappropriated monies of the General Fund to account number 100120.571000 for the Current Expense of said purchase and related expenses.

SECTION 8. This Ordinance shall take effect at the earliest date permitted by law.

Steven R. Robinette, 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-5119

Exhibit A

OPTION CONTRACT TO PURCHASE REAL ESTATE

THIS OPTION TO PURCHASE REAL ESTATE (the "Option") is entered into effective as of the latest date on which it is executed by the signatories hereto (the "Effective Date") by and between Berkley J. Roach Trust ("Seller") and the City of Grove City, Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter ("City"). Seller and the City are referred to individually herein as "Party" and collectively as "Parties."

Recitals

WHEREAS, Seller owns the following properties:

- Tax Parcel No. 160-000648-00: 3160 Demorest Road;
- Tax Parcel No. 160-000972-00: Demorest Road Rear;
- Tax Parcel No. 160-000646-00: 4310 Grove City Road; and
- Tax Parcel No. 160-001416-00: 4310 Grove City Road (Collectively known as the "Property").

WHEREAS, the City desires an option to purchase the Property to be used for public purposes upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and covenants herein contained, the Parties agree as follows:

Provisions

1. **Price and Terms.** Seller hereby grants to the City the exclusive option to purchase the Property during the period ending June 30, 2019 (the "Option Period"). The City may extend the Option Period for additional six-month periods of time by giving the Seller notice of its intention to do so at least five days prior to the expiration of the previous option period.

In consideration of \$10,000.00 (the "Option Payment") and the mutual benefits to be derived, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby grants to the City the exclusive and irrevocable option to purchase, upon the terms and conditions hereinafter set forth, Seller's Property situated in Franklin County, Ohio, together with all improvements located thereon.

The Option Payment is non-refundable and shall be held and disbursed as follows: (a) applied against the purchase price at closing; (b) returned to Buyer, if Buyer does not release the Property Inspection contingency.

2. **Purchase Price.** The "Purchase Price" for the Property is \$550,000.00, provided that the Option Payment paid by Buyer as stated in Section 1 above shall be applied to the Purchase Price. The Purchase Price shall constitute the entire amount of compensation

due to Seller for: (a) the Property Interest; (b) value of improvements taken; (c) any and all damages to any residual lands of Seller, if any; and (d) Seller's covenants set forth herein.

3. **Property Inspection.** Buyer, at Buyer's expense, shall have until the end of the Option Period to have the Property and all improvements, fixtures and equipment inspected. Said inspections shall include, but are not limited to, the following: environmental inspection, radon gas inspection, soil suitability inspections, and such other tests and inspections (collectively, the "Inspection Reports") as Buyer, at its sole discretion, shall deem necessary and appropriate. Seller shall cooperate in making the property reasonably available for such inspection(s). Seller agrees to cooperate and allow Buyer to the Property to conduct the inspections permitted herein. Buyer agrees to indemnify and hold Seller harmless from any injury or damage caused by such inspections(s). If the inspection(s) confirm conditions which renders the Property unsuitable for Buyer's intended purpose, or for any other reason the Buyer, at its sole discretion, deems the Property unsuitable, Buyer may terminate this Agreement before the end of the Option Period by delivering copies of all Inspection Reports and a written notice (the "Termination Notice") of such termination to Seller. In the event Buyer delivers a Termination Notice, the Option Payment shall be returned to Buyer and either party shall have any further rights or obligations hereunder.
4. **Reports, Studies and Other Documentation.** During the Option Period, Seller agrees to supply within 15 days of request by City with any environmental, architectural, legal or other studies as well as any surveys, appraisals, or other plans which have been completed during the period of Seller's ownership of the Property and which are in the Seller's possession.
5. **Deed to Transfer.** Upon receipt of the Purchase Price, Seller shall sell and convey to the City, its successors and assigns, the property interests that are more particularly described and depicted in Exhibit A. The rights, titles, and estates described and depicted in Exhibit A constitute a fee simple interest; therefore, such sale and conveyance by Seller shall be by a good and sufficient warranty deed regularly and ordinarily used to transfer such rights, titles, and estates, with, if applicable, full release of dower.
6. **Supplemental Instruments.** Seller agrees to execute any and all supplemental instruments or documents necessary to vest the City with the rights, titles, and interests described and depicted in Exhibit A.
7. **Warranty of Title.** Seller hereby warrants that it is the true and lawful owner of the property identified in Exhibit A and is lawfully seized of the same in fee simple and has the full and complete authority to transfer the same as set forth in this Agreement.
8. **Contingency.** This Agreement is contingent upon the approval of Grove City Council and the City executing a Memorandum of Understanding with South-Western City Schools.

9. **Binding Agreement.** Any and all of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and the City and their respective heirs, executors, administrators, successors, and assigns.
10. **Multiple Originals.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.
11. **Entire Agreement.** This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either expressed or implied, other than herein set forth, shall be binding upon either Seller or the City.
12. **Real Estate Commissions.** The Buyer and Seller agree that they are not represented by a Real Estate Broker and that no real estate commission will be paid.
13. **Amendments and Modifications.** No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and the City.
14. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio, and the venue for any claim relating to said Agreement shall be an applicable Court in Franklin County, Ohio.

The Parties hereto have executed this Agreement on the date(s) indicated immediately below their respective signatures.

[The City's signature and acknowledgement on the following page]

PURCHASER

THE CITY OF GROVE CITY, OHIO



Charles W. Boso, Jr., City Administrator

APPROVED AS TO FORM:



STEPHEN J. SMITH, LAW DIRECTOR

CERTIFICATION OF FUNDS

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

Michael Turner

Michael Turner, Director of Finance

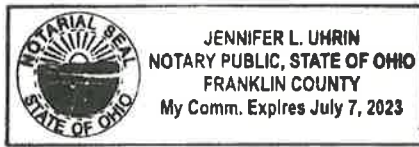
2-12-19

Date

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBER, that on this 13th day of February, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came Charles W. Boso, Jr., City Administrator of the CITY OF GROVE CITY, OHIO, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Jennifer L. Uhrin
Notary Public

[Seller's signature and acknowledgement on the following page]

SELLER:

BERKLEY J. ROACH TRUST

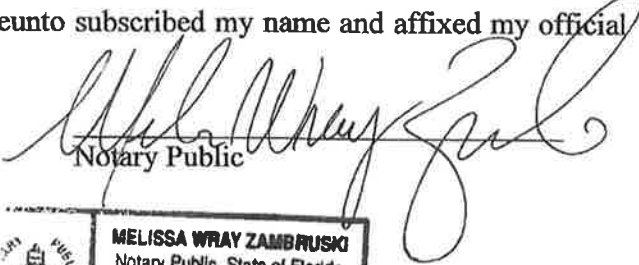
By: B.J. Roach

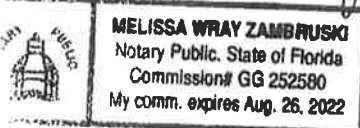
Its: TRUSTEE

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

BE IT REMEMBER, that on this 19 day of February, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came B.J. ROACH, TRUSTEE of The **BERKLEY J. ROACH TRUST**, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.


Notary Public



SELLER:

BERKLEY J. ROACH TRUST

By: _____

Its: _____

STATE OF _____)
COUNTY OF _____) SS:

BE IT REMEMBER, that on this ____ day of February, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came _____, _____ of The **BERKLEY J. ROACH TRUST**, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

Date: 09/12/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Smith
Sponsor: Ms. Houk
Emergency: 30 Days: X
Current Expense:

No.: C-52-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/07/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-52-19

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF PROPERTIES WITHIN THE BEULAH PARK AREA FOR A NEW SCHOOL SITE AND APPROPRIATE \$406,000.00 FROM THE GENERAL FUND FOR SAID PURCHASE AND RELATED EXPENSES

WHEREAS, the City of Grove City and South-Western City School District desire to collaborate to provide value to the taxpayers of the City and the District; and

WHEREAS, the District's expanding enrollment and condition of facilities necessitated the District's acquisition of real property as a site for construction of a new school building; and

WHEREAS, the City holds options to property within the Beulah Park area, which is being redeveloped to include a mix of uses including housing and parks and recreation spaces, that would be suitable for use as a school; and

WHEREAS, the City would like to move forward with acquiring the property that is being held under the options; and

WHEREAS, the option property would be combined with the land that was designated as part of the Beulah Park Development Agreement (collectively the "Property") to create a new school site located in the City; and

WHEREAS, the City would then use the Property to acquire rights to the possession and use of the current Brookpark Middle School site for City operations, public recreational facilities and for the use of theater facility on the Premises will be a great benefit to the promotion of the arts by providing an additional location for hosting performances and shows for the community.

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 the property located at 3917 Elm Street in the City of Grove City and identified as Tax Parcel No. 040-015377-00 as set forth in Exhibit "A".

SECTION 2. Council hereby authorizes the purchase the property located at 3156 Demorest Road in the City of Grove City and identified as Tax Parcel No. 160-001271-00 as set forth in Exhibit "B".

SECTION 3. Council hereby authorizes the purchase the property located at 3150 Demorest Road in the City of Grove City and identified as Tax Parcel No. 160-000892-00 as set forth in Exhibit "C".

SECTION 4. It is hereby determined necessary and in the best interest of the inhabitants of the City to acquire the Property.

SECTION 5. Council hereby authorizes the City Administrator to enter into any agreements and execute any documents that are necessary to close on the properties referenced herein.

SECTION 6. There is hereby appropriated \$406,000.00 from the unappropriated monies of the General Fund to account number 100120.571000 for the Current Expense of said purchase and related expenses.

SECTION 7. This Ordinance shall take effect at the earliest date permitted by law.

Steven R. Robinette, 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-52-19

Exhibit A

OPTION CONTRACT TO PURCHASE REAL ESTATE

THIS OPTION TO PURCHASE REAL ESTATE (the "Option") is entered into effective as of the latest date on which it is executed by the signatories hereto (the "Effective Date") by and between Lori A. Kidwell, unmarried and Kory F. Metcalf, unmarried (Collectively known as "Seller") and the City of Grove City, Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter ("City"). Seller and the City are referred to individually herein as "Party" and collectively as "Parties."

Recitals

WHEREAS, Seller owns property located at 3917 Elm Street in the City of Grove City and identified as Tax Parcel No. 040-015377-00 (the "Property").

WHEREAS, the City desires an option to purchase a portion of the Property to be used for public purposes upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and covenants herein contained, the Parties agree as follows:

Provisions

1. **Price and Terms.** Seller hereby grants to the City the exclusive option to purchase the Property during the period ending June 30, 2019 (the "Option Period"). The City may extend the Option Period for one additional six-month period of time by giving the Seller notice of its intention to do so at least five days prior to the expiration of the previous option period.

In consideration of \$5,000 (the "Option Payment") and the mutual benefits to be derived, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby grants to the City the exclusive and irrevocable option to purchase, upon the terms and conditions hereinafter set forth, a portion of the Seller's property situated in Franklin County, Ohio, including without limitation approximately 120,521 square feet of the following described property together with all improvements located thereon:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION

The Option Payment is non-refundable and shall be held and disbursed as follows: (a) applied against the purchase price at closing; (b) returned to Buyer, if Buyer does not release the Property Inspection contingency.

2. **Purchase Price.** The "Purchase Price" for the Property is \$230,000, provided that the Option Payment paid by Buyer as stated in Section 1 above shall be applied to the Purchase Price. The Purchase Price shall constitute the entire amount of compensation due to Seller for: (a) the Property Interest; (b) value of improvements taken; (c) any and

all damages to any residual lands of Seller, if any; and (d) Seller's covenants set forth herein.

The City also agrees to the following improvements:

- Buffer the portion of the Property that is not being transferred as part of this Agreement with reasonable mounding and landscaping; and
- Convey, with the approval of Beulah Park LLC, 1 parcel that abuts Elm Street, with at least 40 feet of frontage, to Seller. (collectively, the "Improvements").

The City also agrees to pay for the following:

- All costs associated with the survey and lot split; and
- All costs associated with providing water and gas service to the portion of the Property that is not being transferred as part of this Agreement; and
- All closing costs.

Seller hereby accepts these Improvements in lieu of other compensation for transferring the Property interest to the City. Additionally, Seller agrees and grants to the City the right to enter Seller's property to complete the Improvements.

- 3. Property Inspection.** Buyer, at Buyer's expense, shall have until the end of the Option Period to have the Property and all improvements, fixtures and equipment inspected. Said inspections shall include, but are not limited to, the following: environmental inspection, radon gas inspection, soil suitability inspections, and such other tests and inspections (collectively, the "Inspection Reports") as Buyer, at its sole discretion, shall deem necessary and appropriate. Seller shall cooperate in making the property reasonably available for such inspection(s). Seller agrees to cooperate and allow Buyer to the Property to conduct the inspections permitted herein. Buyer agrees to indemnify and hold Seller harmless from any injury or damage caused by such inspections(s). If the inspection(s) confirm conditions which renders the Property unsuitable for Buyer's intended purpose, or for any other reason the Buyer, at its sole discretion, deems the Property unsuitable, Buyer may terminate this Agreement before the end of the Option Period by delivering copies of all Inspection Reports and a written notice (the "Termination Notice") of such termination to Seller. In the event Buyer delivers a Termination Notice, the Option Payment shall be returned to Buyer and either party shall have any further rights or obligations hereunder.
- 4. Reports, Studies and Other Documentation.** During the Option Period, Seller agrees to supply within 15 days of request by City with any environmental, architectural, legal or other studies as well as any surveys, appraisals, or other plans which have been completed during the period of Seller's ownership of the Property and which are in the Seller's possession.

5. **Deed to Transfer.** Upon receipt of the Purchase Price, Seller shall sell and convey to the City, its successors and assigns, the property interests that are more particularly described and depicted in Exhibit A. The rights, titles, and estates described and depicted in Exhibit A constitute a fee simple interest; therefore, such sale and conveyance by Seller shall be by a good and sufficient warranty deed regularly and ordinarily used to transfer such rights, titles, and estates, with, if applicable, full release of dower.
6. **Supplemental Instruments.** Seller agrees to execute any and all supplemental instruments or documents necessary to vest the City with the rights, titles, and interests described and depicted in Exhibit A.
7. **Warranty of Title.** Seller hereby warrants that it is the true and lawful owner of the property identified in Exhibit A and is lawfully seized of the same in fee simple and has the full and complete authority to transfer the same as set forth in this Agreement.
8. **Contingency.** This Agreement is contingent upon the approval of Grove City Council and the City executing a Memorandum of Understanding with Beulah Park LLC and South-Western City Schools.
9. **Binding Agreement.** Any and all of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and the City and their respective heirs, executors, administrators, successors, and assigns.
10. **Multiple Originals.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.
11. **Entire Agreement.** This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either expressed or implied, other than herein set forth, shall be binding upon either Seller or the City.
12. **Real Estate Commissions.** The Buyer and Seller agree that they are not represented by a Real Estate Broker and that no real estate commission will be paid.
13. **Amendments and Modifications.** No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and the City.
14. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio, and the venue for any claim relating to said Agreement shall be an applicable Court in Franklin County, Ohio.

The Parties hereto have executed this Agreement on the date(s) indicated immediately below their respective signatures.

PURCHASER

THE CITY OF GROVE CITY, OHIO



Charles W. Boso, Jr., City Administrator

APPROVED AS TO FORM:



STEPHEN J. SMITH, LAW DIRECTOR

CERTIFICATION OF FUNDS

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



Michael Turner, Director of Finance

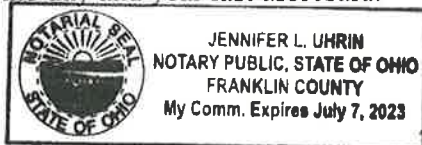
2-12-19

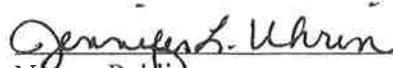
Date

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBER, that on this 13th day of February, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came Charles W. Boso, Jr., City Administrator of the CITY OF GROVE CITY, OHIO, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.




Notary Public

[Seller's signature and acknowledgement on the following page]

SELLER:

LORI A. KIDWELL

Lori A. Kidwell

KORY F. METCALF

Kory F. Metcalf

STATE OF Ohio)
COUNTY OF Franklin) SS:

BE IT REMEMBER, that on this 20th day of February, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came LORI A. KIDWELL who acknowledged the signing thereof to be her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Kacie D. Waugh, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
) Sec. 147.03 R.C.
) SS:

Kacie D. Waugh
Notary Public

BE IT REMEMBER, that on this 20th day of February, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came KORY F. METCALF who acknowledged the signing thereof to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Kacie D. Waugh, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

Kacie D. Waugh
Notary Public

Exhibit B

OPTION CONTRACT TO PURCHASE REAL ESTATE

THIS OPTION TO PURCHASE REAL ESTATE (the "Option") is entered into effective as of the latest date on which it is executed by the signatories hereto (the "Effective Date") by and between William C. Thomas ("Seller") and the City of Grove City, Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter ("City" or "Buyer"). Seller and the City are referred to individually herein as "Party" and collectively as "Parties."

Recitals

WHEREAS, Seller owns property located at 3156 Demorest Road in the City of Grove City and identified as Tax Parcel No. 160-001271-00 (the "Property").

WHEREAS, the City desires an option to purchase a portion of the Property to be used for public purposes upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and covenants herein contained, the Parties agree as follows:

Provisions

- 1. Price and Terms.** Seller hereby grants to the City the exclusive option to purchase the Property during the period ending June 30, 2019 (the "Option Period"). The City may extend the Option Period for One (1) additional six-month period of time by giving the Seller notice of its intention to do so at least five days prior to the expiration of the previous option period.

In consideration of \$5,000 (the "Option Payment") and the mutual benefits to be derived, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby grants to the City the exclusive and irrevocable option to purchase, upon the terms and conditions hereinafter set forth, a portion of the Seller's property situated in Franklin County, Ohio, including without limitation approximately 20,309 square feet of the following described property together with all improvements located thereon:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION

The Option Payment is non-refundable and shall be held and disbursed as follows: (a) applied against the purchase price at closing; (b) returned to Buyer, if Buyer does not release the Property Inspection contingency.

- 2. Purchase Price.** The "Purchase Price" for the Property is \$100,000 (Dollar Amount), provided that the Option Payment paid by Buyer as stated in Section 1 above shall be applied to the Purchase Price. The Purchase Price shall constitute the entire amount of compensation due to Seller for: (a) the Property Interest; (b) value of improvements

taken; (c) any and all damages to any residual lands of Seller, if any; and (d) Seller's covenants set forth herein.

The City further agrees to:

- Upon annexation, provide water service to the portion of the Property that is not being transferred as part of this Agreement; and
- If and/or when a sewer line is extended along Demorest Road in front of the Property, the City shall provide a stub or other point to which Seller can connect to the sewer line upon annexation. The City shall waive and/or pay any of the Grove City tap fees, Seller is responsible for the cost of the lateral line.
- Either move the current shed or replace it/build a new one if it is unable to move; and
- Remove four (4) trees along the driveway; and
- Pay all closing costs; and
- Buffer the portion of the Property that is not being transferred as part of this Agreement with reasonable mounding and landscaping (collectively, the "Improvements").

Seller hereby accepts these Improvements in lieu of other compensation for transferring the Property interest to the City. Additionally, Seller agrees and grants to the City the right to enter Seller's property to complete the Improvements.

3. **Property Inspection.** Buyer, at Buyer's expense, shall have until the end of the Option Period to have the Property and all improvements, fixtures and equipment inspected. Said inspections shall include, but are not limited to, the following: environmental inspection, radon gas inspection, soil suitability inspections, and such other tests and inspections (collectively, the "Inspection Reports") as Buyer, at its sole discretion, shall deem necessary and appropriate. Seller shall cooperate in making the property reasonably available for such inspection(s). Seller agrees to cooperate and allow Buyer to the Property to conduct the inspections permitted herein. Buyer agrees to indemnify and hold Seller harmless from any injury or damage caused by such inspections(s). If the inspection(s) confirm conditions which renders the Property unsuitable for Buyer's intended purpose, or for any other reason the Buyer, at its sole discretion, deems the Property unsuitable, Buyer may terminate this Agreement before the end of the Option Period by delivering copies of all Inspection Reports and a written notice (the "Termination Notice") of such termination to Seller. In the event Buyer delivers a Termination Notice, the Option Payment shall be returned to Buyer and either party shall have any further rights or obligations hereunder.

4. **Reports, Studies and Other Documentation.** During the Option Period, Seller agrees to supply within 15 days of request by City with any environmental, architectural, legal or other studies as well as any surveys, appraisals, or other plans which have been completed during the period of Seller's ownership of the Property and which are in the Seller's possession.
5. **Deed to Transfer.** Upon receipt of the Purchase Price, Seller shall sell and convey to the City, its successors and assigns, the property interests that are more particularly described and depicted in Exhibit A. The rights, titles, and estates described and depicted in Exhibit A constitute a fee simple interest; therefore, such sale and conveyance by Seller shall be by a good and sufficient warranty deed regularly and ordinarily used to transfer such rights, titles, and estates, with, if applicable, full release of dower.
6. **Possession.** For a period of 1 year from the date of closing, Seller shall retain the right and obligation to maintain and use the portion of the Property transferred to the City.
7. **Supplemental Instruments.** Seller agrees to execute any and all supplemental instruments or documents necessary to vest the City with the rights, titles, and interests described and depicted in Exhibit A.
8. **Warranty of Title.** Seller hereby warrants that it is the true and lawful owner of the property identified in Exhibit A and is lawfully seized of the same in fee simple and has the full and complete authority to transfer the same as set forth in this Agreement.
9. **Contingency.** This Agreement is contingent upon the approval of Grove City Council and the City executing a Memorandum of Understanding with Beulah Park LLC and South-Western City Schools.
10. **Binding Agreement.** Any and all of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and the City and their respective heirs, executors, administrators, successors, and assigns.
11. **Multiple Originals.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.
12. **Entire Agreement.** This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either expressed or implied, other than herein set forth, shall be binding upon either Seller or the City.
13. **Real Estate Commissions.** The Buyer and Seller agree that they are not represented by a Real Estate Broker and that no real estate commission will be paid.

14. **Amendments and Modifications.** No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and the City.
15. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio, and the venue for any claim relating to said Agreement shall be an applicable Court in Franklin County, Ohio.

The Parties hereto have executed this Agreement on the date(s) indicated immediately below their respective signatures.

[The City's signature and acknowledgement on the following page]

PURCHASER

THE CITY OF GROVE CITY, OHIO



Charles W. Boso, Jr., City Administrator

APPROVED AS TO FORM:



STEPHEN J. SMITH, LAW DIRECTOR

CERTIFICATION OF FUNDS

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



Michael Turner, Director of Finance

5-15-19

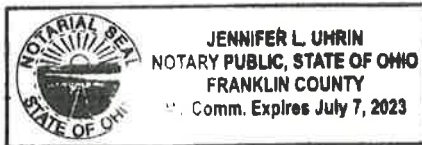
Date

STATE OF OHIO
COUNTY OF FRANKLIN

)
) SS:

BE IT REMEMBER, that on this 15th day of May, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came Charles W. Boso, Jr., City Administrator of the CITY OF GROVE CITY, OHIO, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.


Notary Public

[Seller's signature and acknowledgement on the following page]

SELLER:

WILLIAM C. THOMAS

William C Thomas

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBER, that on this 16TH day of MAY, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came WILLIAM C. THOMAS who acknowledged the signing thereof to be her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Diane E. Hickman
Notary Public, State of Ohio
My Commission Expires 04-22-2022

Diane E Hickman

Notary Public

Exhibit C

ORIGINAL FOR FINANCE

OPTION CONTRACT TO PURCHASE REAL ESTATE

THIS OPTION TO PURCHASE REAL ESTATE (the "Option") is entered into effective as of the latest date on which it is executed by the signatories hereto (the "Effective Date") by and between Ohio Conference of Seventh-day Adventists (formerly known as "The Ohio Conference Association of Seventh-Day Adventists") ("Seller") and the City of Grove City, Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter ("City"). Seller and the City are referred to individually herein as "Party" and collectively as "Parties."

Recitals

WHEREAS, Seller owns property located at 3150 Demorest Road in the City of Grove City and identified as Tax Parcel No. 160-000892-00 (the "Property").

WHEREAS, the City desires an option to purchase a portion of the Property to be used for public purposes upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and covenants herein contained, the Parties agree as follows:

Provisions

1. **Price and Terms.** Seller hereby grants to the City the exclusive option to purchase the Property during the period ending June 30, 2019 (the "Option Period"). The City may extend the Option Period for additional six-month periods of time by giving the Seller notice of its intention to do so at least five days prior to the expiration of the previous option period.

In consideration of \$2,000, (the "Option Payment") and the mutual benefits to be derived, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby grants to the City the exclusive and irrevocable option to purchase, upon the terms and conditions hereinafter set forth, a portion of the Seller's property situated in Franklin County, Ohio, including without limitation approximately 65,610 square feet of the following described property together with all improvements located thereon:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION

The Option Payment is non-refundable and shall be held and disbursed as follows: (a) applied against the purchase price at closing; (b) returned to Buyer, if Buyer does not release the Property Inspection contingency.

2. **Purchase Price.** The "Purchase Price" for the Property is \$88,000 (Dollar Amount), provided that the Option Payment paid by Buyer as stated in Section 1 above shall be applied to the Purchase Price. The Purchase Price shall constitute the entire amount of compensation due to Seller for: (a) the Property Interest; (b) value of improvements

taken; (c) any and all damages to any residual lands of Seller, if any; and (d) Seller's covenants set forth herein.

The City further agrees to:

- Upon annexation, provide water service to the portion of the Property that is not being transferred as part of this Agreement.
- Pave a parking area, to include at least Fifty (50) parking spaces, south of the existing sanctuary; and
- Buffer the portion of the Property that is not being transferred as part of this Agreement with reasonable mounding and landscaping (collectively, the "Improvements").

Seller hereby accepts these Improvements in lieu of other compensation for transferring the Property interest to the City. Additionally, Seller agrees and grants to the City the right to enter Seller's property to complete the Improvements.

3. **Property Inspection.** Buyer, at Buyer's expense, shall have until the end of the Option Period to have the Property and all improvements, fixtures and equipment inspected. Said inspections shall include, but are not limited to, the following: environmental inspection, radon gas inspection, soil suitability inspections, and such other tests and inspections (collectively, the "Inspection Reports") as Buyer, at its sole discretion, shall deem necessary and appropriate. Seller shall cooperate in making the property reasonably available for such inspection(s). Seller agrees to cooperate and allow Buyer to the Property to conduct the inspections permitted herein. Buyer agrees to indemnify and hold Seller harmless from any injury or damage caused by such inspections(s). If the inspection(s) confirm conditions which renders the Property unsuitable for Buyer's intended purpose, or for any other reason the Buyer, at its sole discretion, deems the Property unsuitable, Buyer may terminate this Agreement before the end of the Option Period by delivering copies of all Inspection Reports and a written notice (the "Termination Notice") of such termination to Seller. In the event Buyer delivers a Termination Notice, the Option Payment shall be returned to Buyer and either party shall have any further rights or obligations hereunder.
4. **Reports, Studies and Other Documentation.** During the Option Period, Seller agrees to supply within 15 days of request by City with any environmental, architectural, legal or other studies as well as any surveys, appraisals, or other plans which have been completed during the period of Seller's ownership of the Property and which are in the Seller's possession.
5. **Deed to Transfer.** Upon receipt of the Purchase Price, Seller shall sell and convey to the City, its successors and assigns, the property interests that are more particularly described and depicted in Exhibit A. The rights, titles, and estates described and depicted in Exhibit A constitute a fee simple interest; therefore, such sale and conveyance by

Seller shall be by a good and sufficient warranty deed regularly and ordinarily used to transfer such rights, titles, and estates, with, if applicable, full release of dower.

6. **Supplemental Instruments.** Seller agrees to execute any and all supplemental instruments or documents necessary to vest the City with the rights, titles, and interests described and depicted in Exhibit A.
7. **Warranty of Title.** Seller hereby warrants that it is the true and lawful owner of the property identified in Exhibit A and is lawfully seized of the same in fee simple and has the full and complete authority to transfer the same as set forth in this Agreement.
8. **Contingency.** This Agreement is contingent upon the approval of Grove City Council and the City executing a Memorandum of Understanding with South-Western City Schools.
9. **Binding Agreement.** Any and all of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and the City and their respective heirs, executors, administrators, successors, and assigns.
10. **Multiple Originals.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.
11. **Entire Agreement.** This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either expressed or implied, other than herein set forth, shall be binding upon either Seller or the City.
12. **Real Estate Commissions.** The Buyer and Seller agree that they are not represented by a Real Estate Broker and that no real estate commission will be paid.
13. **Amendments and Modifications.** No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and the City.
14. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio, and the venue for any claim relating to said Agreement shall be an applicable Court in Franklin County, Ohio.

The Parties hereto have executed this Agreement on the date(s) indicated immediately below their respective signatures.

[The City's signature and acknowledgement on the following page]

PURCHASER

THE CITY OF GROVE CITY, OHIO



Charles W. Boso, Jr., City Administrator

APPROVED AS TO FORM:



STEPHEN J. SMITH, LAW DIRECTOR

CERTIFICATION OF FUNDS

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



Michael Turner, Director of Finance

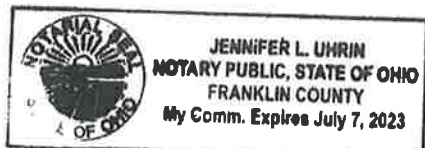
6-7-19

Date

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBER, that on this 7th day of June, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came Charles W. Boso, Jr., City Administrator of the CITY OF GROVE CITY, OHIO, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.


Notary Public

[Seller's signature and acknowledgement on the following page]

SELLER:

**OHIO CONFERENCE OF SEVENTH-DAY
ADVENTISTS**

By: _____

Its: _____

Executive Secretary

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

BE IT REMEMBER, that on this 29th day of May, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came Oswaldo Magana of The **OHIO CONFERENCE OF SEVENTH-DAY ADVENTISTS**, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public



HAROLD STRAUB
Notary Public
In and for the State of Ohio
My Commission Expires
February 27, 2023



SEVENTH-DAY
ADVENTIST
CHURCH

Ohio Conference
State Headquarters

I, hereby, certify that at a meeting of the Board of Directors of the Ohio Conference of Seventh-day Adventists, successor in interest to The Ohio Conference Association of the Seventh-Day Adventist Church, organized under the laws of the State of Ohio, held the 15th day of May 2018, at which a quorum was present and acting throughout, the following resolution was duly adopted and is now in full force and effect:

Resolved, that the President, Secretary, Treasurer, or Director of Planned Giving of this Corporation, or any one of such officers be, and they hereby are fully authorized and, empowered to sell or to purchase real estate, transfer, endorse, sell, assign, set over and deliver any and all shares of stocks, bonds, debentures, notes, evidences of indebtedness or other securities now or hereafter standing in the name of or owned by the Corporation, and to make, execute and deliver any and all written instruments necessary or proper to effectuate the authority hereby conferred.

PO Box 1230
790 Fairgrounds Rd.
Mt. Vernon, Ohio 43050-8230
Telephone: (740) 397-4665
Fax: (740) 397-1648
www.ohioadventist.org

I further certify that the authority hereby conferred is not inconsistent with the Charter or By-Laws of this Church, and that the following is a true and correct list of the officers of this Church as of the present date:

OFFICERS: RON HALVORSEN Jr., President
 OSWALDO MAGAÑA, Secretary
 MICHAEL GILKEY, Treasurer
 HAROLD STRAUB, Director of Planned Giving

In witness, whereof, I have hereunto set my hand and the seal of said Church
this 4th day of June, 2018.

Ron Halvorsen Jr.
Ron Halvorsen Jr., President

STATE OF OHIO)
 Montgomery)
COUNTY OF KNOX) ss.

On June 4, 2018, before me, the undersigned, a Notary Public in and for the said State, personally appeared **Ron Halvorsen Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President of the Ohio Conference of Seventh-day Adventists, a non-profit organization, and acknowledged to me that such organization executed the within instrument pursuant to its By-laws or a Resolution of its board of directors, and that the seal affixed to the within instrument is the corporate seal of said organization.

WITNESS my hand and official seal.

Lori L. McConnaughey
Notary Public

LORI L. McCONNAUGHEY, Notary Public
In and for the State of Ohio
My Commission Expires Aug. 16, 2020

Date: 09/12/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Smith
Sponsor: Ms. Houk
Emergency: 30 Days: X
Current Expense:

No.: C-53-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/07/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-53-19

**AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO
ENTER INTO AN AGREEMENT WITH THE SOUTH-WESTERN CITY
SCHOOL DISTRICT FOR THE DEVELOPMENT OF A NEW SCHOOL SITE
IN THE CITY AND FOR USE OF THE BROOKPARK MIDDLE SCHOOL SITE**

WHEREAS, the City of Grove City and South-Western City School District desire to collaborate to provide value to the taxpayers of the City and the District; and

WHEREAS, the District's expanding enrollment and condition of facilities necessitated the District's acquisition of real property as a site for construction of a new school building; and

WHEREAS, the City holds options to property within the Beulah Park area, which is being redeveloped to include a mix of uses including housing and parks and recreation spaces, that would be suitable for use as a school; and

WHEREAS, the District holds fee simple interest in the site of the current Brookpark Middle School, which the District intends to phase out of use as regular classroom space in coming years as set forth herein; and

WHEREAS, the City desires to acquire rights to the possession and use of real property for City operations and public recreational facilities; and

WHEREAS, the possession and use of theater facility on the Premises will be a great benefit to the promotion of the arts by providing an additional location for hosting performances and shows for the community; and

WHEREAS, entry into this agreement affords the opportunity for the District to acquire property located in the City for construction and operation of a school, and to benefit from the improvements being financed by the Tax increment Financing for Beulah Park, and for the City to retain income tax revenue and acquire a possessory interest in property and structures within the City for its operations and public recreational use; and

WHEREAS, this agreement furthers the interests of the City and the District in collaboration that benefits the taxpayers and other constituencies of each entity.

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

SECTION 1. The City Administrator is hereby authorized to enter into an agreement with the South-Western City School District as attached hereto as Exhibit A.

C-53-19

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into on this the ____ day of _____, 2019 ("Effective Date"), by and between South-Western City School District Board of Education ("Landlord"), whose address is 3805 Marlane Drive, Grove City, Ohio 43123 and the City of Grove City, Ohio an Ohio municipal corporation ("Tenant"), whose address is 4035 Broadway, Grove City, Ohio 43123.

WHEREAS, the City of Grove City and South-Western City School District desire to collaborate to provide value to the taxpayers of the City and the District; and

WHEREAS, the District's expanding enrollment and condition of facilities necessitated the District's acquisition of real property as a site for construction of a new school building; and

WHEREAS, the City holds options to property within the Beulah Park area, which is being redeveloped to include a mix of uses including housing and parks and recreation spaces, that would be suitable for use as a school; and

WHEREAS, the District holds fee simple interest in the site of the current Brookpark Middle School, which the District intends to phase out of use as regular classroom space in coming years as set forth herein; and

WHEREAS, the City desires to acquire rights to the possession and use of real property for City operations and public recreational facilities; and

WHEREAS, the possession and use of theater facility on the Premises will be a great benefit to the promotion of the arts by providing an additional location for hosting performances and shows for the community; and

WHEREAS, entry into this Lease affords the opportunity for the District to acquire property located in the City for construction and operation of a school, and to benefit from the improvements being

financed by the Beulah Park TIF, and for the City to retain income tax revenue and acquire a possessory interest in property and structures within the City for its operations and public recreational use; and

WHEREAS, this Lease furthers the interests of the City and the District in collaboration that benefits the taxpayers and other constituencies of each entity;

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

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the property located at 2803 Southwest Blvd., Grove City, Ohio 43123 ("Premises"). The Premises are described on Exhibit A, attached hereto and hereby made a part hereof. Landlord makes no representations about the current condition of the Premises. Landlord has no obligation to prepare the Premises for Tenant or to address any defects in the Premises or any limitation on its use. During the term of this Lease, the Premises shall be utilized fully by Tenant except that Landlord reserves the right to utilize a portion of the Premises for school operations as school administrative offices or other related purposes. The area upon the Premises that may be used for such purposes is depicted in the attached Exhibit B, and shall not exceed twenty percent (20%) of gross floor area of the building space. If the Landlord requires more than 20% of the building space for school operations during the term of the Lease, the Landlord will reimburse the Tenant for improvements made to the site for a prorated portion of the Tenant's improvement costs based upon the remaining term of the Lease Agreement. Notwithstanding the foregoing green space to the west of the water course shall be available to Landlord to support normal school activities, and Tenant will not build on such green space.

For the consideration of ten dollars (\$10.00), which the Parties acknowledge has been tendered by Tenant to Landlord, Tenant shall have an option to purchase the modular structures for a cost of one

dollar (\$1.00); if Tenant does not exercise this option, Landlord agrees to remove the existing modular structures from the Premises, at its expense, prior to commencement of the initial lease term.

2. LEASE TERM. The term of this Lease shall be for one hundred and twenty (120) months (the "Initial Lease Term"), commencing on July 1, 2022 and terminating on the last day of the last full month of the Initial Lease Term. Landlord shall vacate the Premises, with the exception of the limited school operations referenced in Section 1 titled PREMISES, on or before June 30, 2022. If Landlord vacates prior to June 30, 2022, Tenant shall have the option to commence the Initial Lease Term following the date Landlord has vacated the Premises and notifies Tenant that the Premises have been vacated.

Tenant may assume possession of the fields on the Premises, as depicted in Exhibit C, by providing Landlord not less than thirty (30) days notice of its intent to do so and its agreement to assume maintenance thereof in the form attached hereto as Exhibit D. If Tenant exercises its right to assume possession of the fields prior to the start of the Initial Lease Term, the Tenant's possession of the fields shall continue for the duration of the Initial Lease Term and any Renewal Lease Terms. ***If Tenant exercises its right to assume possession prior to the start of the Initial Lease term, Landlord shall be granted first priority over the City of use to support normal school activities (e.g., football games, track activities). All other activities shall be scheduled using the agreed upon web-based software. Tenant will not change the existing purpose of the fields prior to the start of the Initial Lease Term.***

Additionally, following the effective date of this Agreement, Tenant shall have the right to use of the theatre facility on the Premises, at no cost, during times when Landlord is not conducting normal school sessions (i.e., summer break, spring break, etc.). To exercise this right, a representative of Tenant shall contact a representative of Landlord to be designated by Landlord, and shall reserve theatre space at available times in accord with Landlord's customary procedure for reserving theatre space.

Unless notice of intent to terminate is provided by either Party to the other not less than one year prior to the end of the Initial Lease Term, the lease and this Agreement shall automatically renew for a period of five years ("Renewal Lease Term"). The lease and this Agreement shall continue to renew automatically for additional five year Renewal Lease Terms unless, not less than one year prior to the end of any Renewal Lease Term, either Party provides to the other its notice of intent to terminate.

3. RENT. Consideration for Tenant's use of the Premises shall consist of Tenant's timely full and unencumbered, conveyance without reservations to Landlord of real property within the City of Grove City suitable for Landlord's construction and operation of a school, which is depicted generally in Exhibit E attached hereto. Tenant shall not otherwise be required to pay any rent for the Premises. Tenant shall comply with all applicable laws and regulations in connection with its use of the Premises.

4. PURCHASE OPTION. For the consideration of ten dollars (\$10.00), which the Parties acknowledge has been tendered by Tenant to Landlord, Tenant shall have an option to purchase the Premises for a cost of ten dollars (\$10.00). Tenant may exercise this option only if Landlord no longer uses the Premises for school purposes and intends to divest itself of the Premises, and if transfer of the Premises to the City is permitted under Chapter 3313 of the Ohio Revised Code or any successor provisions to said Chapter. The term of this option shall be coextensive with the Initial Lease Term and any Renewal Lease Term. The Parties shall prepare a Memorandum of Lease, including this purchase option, for purposes of recording in the office of the Franklin County Recorder.

5. MAINTENANCE, REPAIRS, IMPROVEMENTS AND REPLACEMENTS.

a. **Tenant** shall be responsible for all phases of repairs, replacements, and improvements to the interior and exterior of the building including, but not limited to the roof, exterior walls and any structural components of the Premises, the HVAC, plumbing, sewage, sprinkler and other utility lines to the Premises (including all exterior electric wiring and electrical fixtures, exterior pipes, drains and

plumbing connections, equipment and fixtures), and parking lot. Notwithstanding the foregoing, Landlord shall only be required to make any such repairs, maintenance or replacements as Landlord deems reasonably necessary, and Tenant shall be responsible for all repairs to the Premises that are necessary due to Tenant's negligence or willful misconduct.

b. Tenant shall keep the Premises in good repair, ordinary wear and tear excepted. Tenant shall be solely responsible for the following: installation and maintenance of the HVAC for the Premises, upgrade and maintenance of internal Tenant space, snow removal, and routine maintenance of restroom facilities, boiler, landscaping, grounds, sidewalks, parking lot, and exterior lighting fixtures. Tenant shall be solely responsible for any code compliance upgrades required as a result of any renovation or other activity that it initiates.

Landlord hereby consents to any improvements made by Tenant to be made to the interior or exterior of the Premises so long as Tenant submits to Landlord its plans and specifications for such improvements in advance. Improvements that alter the ability to use the facility for educational purposes, including but not limited to alteration of the kitchen facilities, require the prior written approval of Landlord.

6. TERMINATION. In the event that the Landlord needs to utilize the premises occupied by Tenant during the Lease Term for educational purposes in excess of the gross floor area permitted by Section 1 titled PREMISES, the Landlord may, following written notice to Tenant not less than ***two hundred seventy four (274) days*** in advance of the intended termination date, terminate the Lease and reimburse Tenant for its expense in installing Tenant improvements on a pro rata basis based upon the Term of the Lease remaining as of the intended termination date.

7. DEMOLITION AND GRANT ASSISTANCE. Landlord agrees to pay costs of partial demolition to accommodate Tenant's use of the Premises, under the rules of the Ohio Facilities

Construction Commission (OFCC) providing for demolition assistance based upon square footage, and provided that Landlord secures funding for such demolition from the OFCC. It is expected that OFCC will have funds available for these purposes no later than January 1, 2020.

Landlord and Tenant further agree to provide good-faith assistance to each other in applying for grant funding, or other forms of funding through state or federal programs, for expenses related to the partial demolition, improvements, operations, road construction, and other infrastructure improvements occurring upon the Premises or providing general enhancement to the Premises or areas surrounding and benefiting the Premises during the Initial Lease Term and any Renewal Lease Term.

8. UTILITIES AND SERVICES. Tenant shall be responsible for the payment of all utilities and cleaning/trash service on the Premises during the Lease Term. Tenant's responsibility for payment of utilities shall include electrical service for operation of exterior and parking lot lighting.

9. INSURANCE. Tenant shall, at its sole cost and expense, be required to maintain: Commercial general liability insurance insuring against bodily injury (including death) and property damage (including loss of use), against liability arising out of Tenant's use, occupancy, or maintenance of the Premises, with minimum limits of liability in the amount acceptable to Landlord; and

Commercial property insurance, insuring against loss of, or damage to, Tenant's improvements and fixtures, equipment, inventory and personal property used in the conduct of its business in its exclusive portion of the Premises, covering all risks of physical loss in forms of insurance available on the market at the time the insurance is purchased.

10. FIRE OR OTHER CASUALTY. In the event of any fire or other casualty causing material damage to the Premises during the Initial Lease Term or Renewal Lease Term, either Party may terminate this Lease by providing notice of intent to terminate, effective as of the date of such fire or other casualty. Insurance proceeds shall be applied exclusively to reconstruction or repair of the Premises.

11. ASSIGNMENT. In no event shall Tenant assign or sublet the Premises without obtaining the prior written consent of Landlord, which consent can be withheld in Landlord's sole discretion.

12. BINDING EFFECT/ENTIRE AGREEMENT. The provisions contained herein shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Lease and any exhibits attached hereto constitute the entire agreement of the parties. No change, amendment or addition to this Lease shall be effective unless mutually agreed upon in writing.

13. SEVERABILITY. If any term or provision of this Lease or the application thereof to any person or circumstances shall be to any extent invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

14. APPROVAL. The terms and conditions contained herein are subject to approval from City Council of the City of Grove City, Ohio and the South-Western City School District Board of Education.

15. TAXES. The Parties shall cooperate in good faith to complete and submit any forms or notices necessary to maintain the Premises' tax-exempt status. If either Party acts upon the Premises in a way causing the Premises or part thereof to lose tax-exempt status, then that Party shall be responsible for timely payment in full of all taxes assessed as a result of that Party's action.

16. NOTICES. Any notice given in furtherance of this Lease Agreement shall be made via U.S. Mail to the following addresses:

SOUTH-WESTERN CITY SCHOOL DISTRICT
Attn: Superintendent
3805 Marlane Drive

Grove City, Ohio 43123

CITY OF GROVE CITY
Attn: Mayor
4035 Broadway
Grove City, Ohio 43123

Each Party may revise these notice provisions as necessary by providing notice of such revision to the other Party.

17. WARRANTY OF TITLE. Landlord hereby warrants that it is the true and lawful owner of the Premises defined in Exhibit A, is lawfully seized of the same in fee simple, and has the full and complete authority to grant to Tenant the rights to the Premises as set forth in this Lease. Tenant hereby warrants that it is the true and lawful owner of and/or in the process of acquiring the property defined in Exhibit E, is lawfully seized of the same in fee simple, and has the full and complete authority to transfer the property to Landlord as set forth in this Lease.

(REST OF PAGE LEFT INTENTIONALLY BLANK, SIGNATURE PAGE TO FOLLOW)

The parties have executed this Lease Agreement as of the day first above written.

LANDLORD:

South-Western City Schools
Board of Education

By:

Dr. Bill Wise
Superintendent

By:

Mr. Hugh W. Garside, Jr.
Treasurer

TENANT:

The City of Grove City, Ohio
an Ohio municipal corporation

By:

Charles W. Boso, Jr.
City Administrator

Approved as to Form:

Stephen J. Smith
Law Director, City of Grove City

CERTIFICATION OF FUNDS

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

Michael Turner, Director of Finance

Date

EXHIBIT A

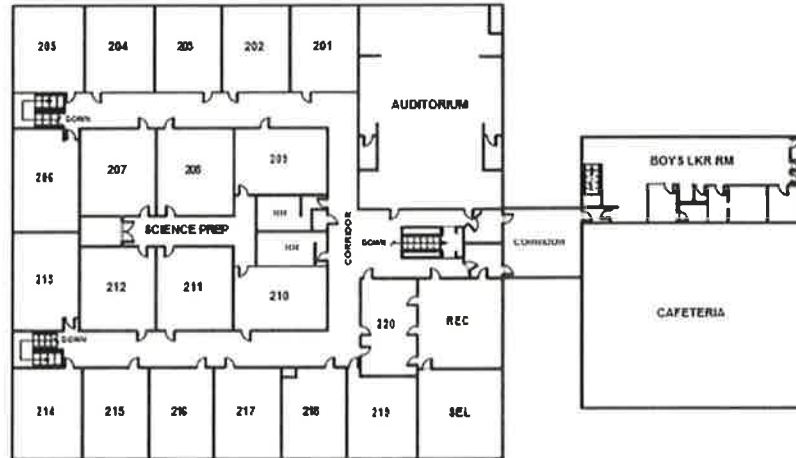
DESCRIPTION OF PREMISES



EXHIBIT B

AREA OF BUILDING AVAILABLE FOR CONTINUING USE BY LANDLORD

2ND FLOOR



1ST FLOOR

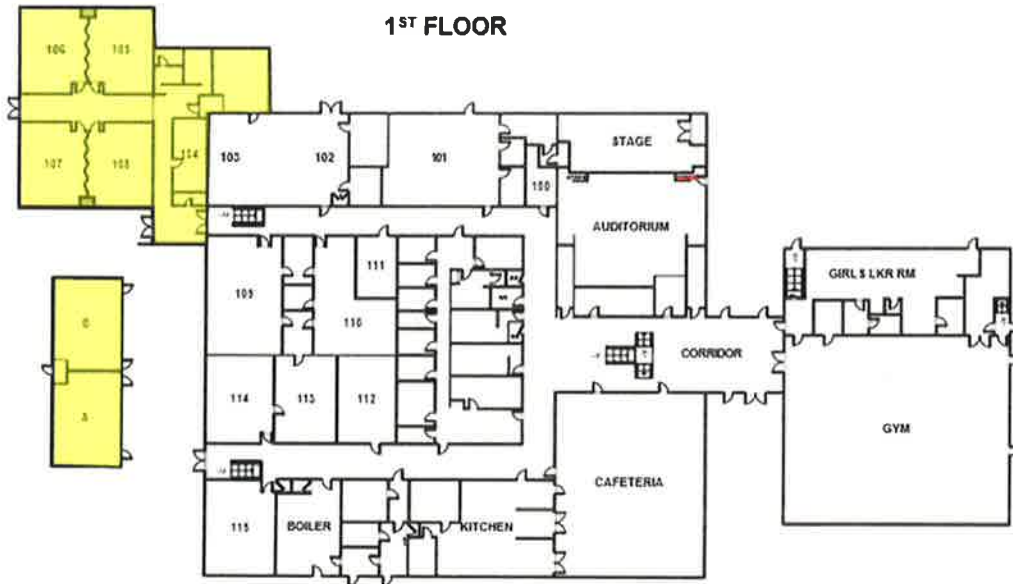


EXHIBIT C

DEPICTION OF FIELD AREAS ON PREMISES



EXHIBIT D

FORM OF NOTICE OF INTENT TO ASSUME POSSESSION OF FIELD AREAS

NOTICE OF INTENTION TO ASSUME POSSESSION OF FIELD AREAS

Pursuant to the Lease Agreement entered between the South-Western City School District Board of Education ("Landlord") and the City of Grove City ("Tenant") concerning 2803 Southwest Boulevard, Grove City, Ohio, on _____, 2019, the City of Grove City hereby provides notice of its intention to take possession of the field areas depicted in Exhibit C of said Lease Agreement.

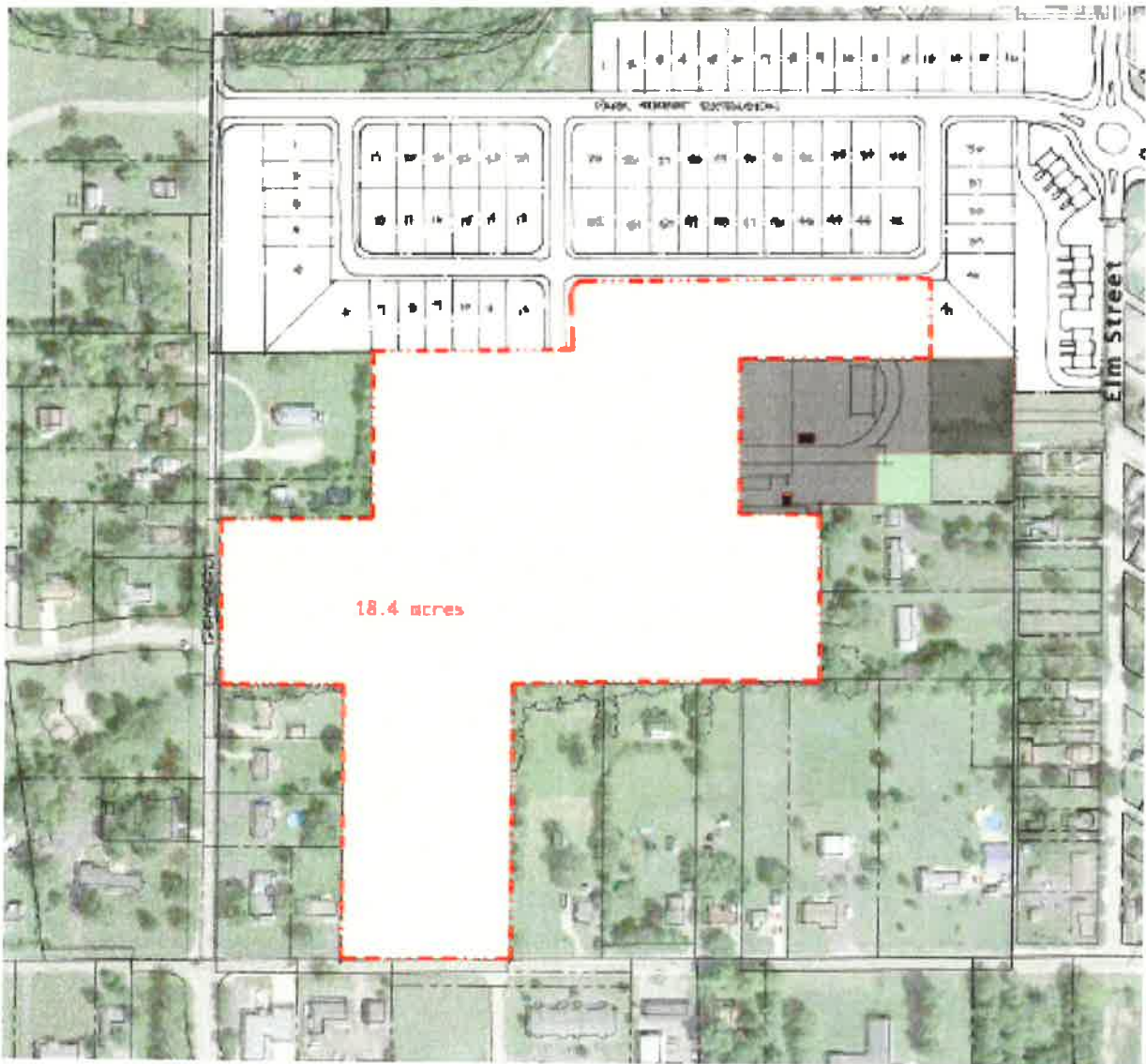
Tenant's right to continued possession of the field areas shall be conditioned upon the following:

- Tenant maintaining the fields in good repair, regular wear and tear excepted;
- Tenant using the fields exclusively for public recreational purposes;
- Tenant granting Landlord first priority of use of the field area to support normal school activities in the event Tenant assumes possession prior to the start of the Initial Lease term.

Maintaining the fields in good repair includes activities including mowing, weed control, marking, and grading of the fields as necessary to maintain their suitability for public recreational purposes.

EXHIBIT E

DEPICTION OF PREMISES TO BE CONVEYED TO SCHOOL DISTRICT



0127090.0607160 4816-5627-2802v3

Date: 09/12/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Turner
Sponsored: Mr. Davis
Emergency: 30 Days:
Current Expense:

No.: CR-44-19
1st Reading: 09/16/19
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-44-19

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

The Council of the City of Grove City, Franklin County, Ohio, met in regular session on the seventeenth day of September, 2019, at the office of Council (Council Chambers) with the following members present:

Ted A. Berry
Jeffrey M. Davis
Christine Houk
Steven R. Robinette
Roby Schottke

Ms. Houk moved the adoption of the following Resolution:

WHEREAS, this Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2019; and

WHEREAS, the Budget Commission of Franklin County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation.

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

SECTION 1. The amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted.

SECTION 2. There be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation for tax year 2019 (collection year 2020) as follows:

SCHEDULE A

FUND	Amount to be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Full Tax Rate to Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
General Fund		\$998,185.22	1.00	
General Fund Charter	\$296,455.57			0.30
Bond Retirement				
Bond Retirement Charter	\$988,185.22			1.00
Police Pension		\$1,185,822.26	1.20	
Police Operating				
Fire Pension				
Fire Operating				
Police/Fire Pension				
Capital Improvement Charter				
TOTAL	\$1,284,640.79	\$2,174,007.48	2.20	1.30

SECTION 3. The Clerk of Council be and is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

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

Steven R. Robinette, 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