

GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

Sept. 03, 2013

6:30 Caucus

7:00 – Reg. Meet.

PRESENTATION: Mason Warner – Eagle Scout Project; Proc. for Mid-Ohio

FINANCE: Mr. Bennett

Ordinance C-55-13 Appropriate \$31,000.00 from the Rockford Tax Increment Equivalent Fund for the Current Expense of Making Payments in accordance with the Infrastructure Agreement with Rockford Homes. Second reading and public hearing.

Ordinance C-56-13 Authorize the Purchase of 3402 Civic Place. Second reading and public hearing.

Ordinance C-57-13 Authorize the City Administrator to Convey Excess Personal Property to the SWCS District for use in Educational Training Programs. Second reading and public hearing.

Ordinance C-58-13 Repeal and Replace Chapter 143 titled Department of History and Appropriate \$5,000.00 from the General Fund for Same. Second reading and public hearing.

Resolution CR-41-13 Authorizing the City Administrator to seek Financial Assistance from the State Capital Improvement Program/Local Transportation Improvement Program and Execute Contracts as required.

SAFETY: Mr. Davis

Ordinance C-59-13 Authorize the Charitable Solicitations Board to Issue a Permit to the Leukemia Lymphoma Society per Section 371.06(b)(2) of the Code. Second reading and public hearing.

LANDS: Ms. Klemack-McGraw

Ordinance C-62-13 Authorize the City Administrator to Convey Excess Real Property to The Central Ohio Transit Authority. Second reading and public hearing.

Ordinance C-63-13 Approve a Special Use Permit for Outdoor Seating for Sunny Street Café located at 2788 London-Groveport Road. Second reading and public hearing.

Ordinance C-64-13 Approve a Special Use Permit for an Automotive Dealer for Byers Auto located West of North Meadows Drive. Second reading and public hearing.

Ordinance C-65-13 Affirming the Continuance of the Special Use Permit for Scruffy to Fluffy – A Cut Above Pet Salon located at 3391 Park Street. First reading.

Resolution CR-42-13 Support the Pizzuti Plan for Redevelopment of the Grove City Town Center.

ON FILE: Minutes of Aug. 19, Regular Council Meetings

Aug. 26 Minutes of BZA

No.: C-55-13
1st Reading: 08/19/13
Public Notice: 8/21/13
2nd Reading: 09/03/13
Passed: Rejected:
Codified: Code No:
Passage Publication:

AN ORDINANCE TO APPROPRIATE \$31,000.00 FROM THE ROCKFORD TAX INCREMENT
EQUIVALENT FUND FOR THE CURRENT EXPENSE OF MAKING PAYMENTS IN
ACCORDANCE WITH THE INFRASTRUCTURE AGREEMENT WITH ROCKFORD HOMES

Michael A. Turner, Director of Finance

Date: 08/13/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mayor
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-56-13
1st Reading: 08/19/13
Public Notice: 08/21/13
2nd Reading: 09/03/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-56-13

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF 3402 CIVIC PLACE

WHEREAS, the property located at 3402 Civic Place, Grove City, Ohio 43123, and known as Franklin County Auditor's Tax Parcel No. 040-000456-00, contains approximately 0.121 acres and is located in the Town Center Area; and

WHEREAS, the acquisition of this Property will assist the City in moving forward with the redevelopment of the Town Center Area.

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 property located at 3402 Civic Place as set forth in Exhibit "A".

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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-56-13
EXHIBIT A

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into on the ____ day of August, 2013 (the "Effective Date"), by and between **JEAN L. TENNIHILL** ("Seller"), an unmarried individual, whose address is 3402 Civic Place, Grove City, Ohio 43123, and **THE CITY OF GROVE CITY, OHIO**, an Ohio municipal corporation ("Buyer"), whose address is 4035 Broadway, Grove City, Ohio 43123.

Background Information

A. Seller is the owner of a certain tract of improved real property located at 3402 Civic Place, Grove City, Ohio 43123, and known as Franklin County Auditor's Tax Parcel No. 040-000456-00, containing approximately .121 acres and being legally described on Exhibit "A", attached hereto and made a part hereof (said real property, together with all improvements, appurtenances and hereditaments thereto, shall be referred to as the "Property").

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

Statement of Agreement

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

ARTICLE I PURCHASE AND SALE OF REAL PROPERTY

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

ARTICLE II PURCHASE PRICE

2.01 Amount of Purchase Price. The purchase price for the Property shall be Two Hundred and Twenty Five Thousand Dollars (\$225,000.00), payable to Seller at Closing, in immediately available funds or by cashier's check, adjusted by all prorations, credits, allowances and other adjustments specifically provided for herein. The Purchase Price includes the cost of the real property, fixtures and moving expenses.

ARTICLE III CONTINGENCIES

3.01 Contingent Agreement. This Agreement shall be completely contingent upon Buyer's satisfaction or waiver of the contingencies set forth in Section 3.02 below (the "Contingencies"), on or before the Closing Date, as hereinafter defined.

3.02 Contingencies. The Contingencies are as follows:

- (a) Buyer shall determine that the Property (or a substantial portion thereof) is not located within a flood plain and that the Property shall have drainage conditions acceptable to Buyer;
- (b) Buyer shall obtain, or satisfy itself that it can obtain, any and all easements benefiting the Property, or the cancellation of any and all easements encumbering the Property, which may be necessary or desirable for Buyer's proposed use and development of the Property;
- (c) Buyer shall satisfy itself, in its sole discretion, as to the environmental condition of the Property; and
- (d) Buyer shall obtain the approval of the City Council of the City of Grove City regarding the terms of this Agreement and the transaction contemplated hereby.

3.03 Notice of Satisfaction or Waiver. The Contingencies above shall be deemed to have been satisfied or waived, unless on or before the Closing Date, Buyer gives to Seller notice of Buyer's failure to satisfy the Contingencies. Upon delivery of such notice, this Agreement shall terminate, in which case both parties shall be fully released from all further liability and obligations hereunder.

ARTICLE IV SUBMISSION MATERIALS

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

- (a) A copy of prior surveys, environmental assessments, title policies, structural and engineering reports, construction drawings and similar types of records concerning the Property;
- (b) Appraisals or market studies obtained by Seller for the Property in the last two (2) years;
- (c) The most recent real estate tax bill; and
- (d) All agreements relating to the Property, including any leases, executory contracts, purchase options or rights of first refusal or tax abatement or similar arrangements.

Seller hereby agrees to cooperate with Buyer in all respects during the term of this Agreement, including Seller's joining in the execution of any and all reasonable applications, instruments, licenses and documents contemplated pursuant hereto.

All materials provided to Buyer pursuant to this Article IV shall be deemed confidential. If this transaction is not closed in accordance with the terms hereof, such materials shall be returned to Seller upon demand.

ARTICLE V
EVIDENCE OF TITLE

5.01 Title Commitment. Within ten (10) days after the Effective Date, Seller shall obtain and provide to Buyer an ALTA Commitment for Title Insurance (1966) (the "Title Commitment") issued by Stewart Title Company, through its agent, Julie Ross (the "Title Insurance Company"), certified to at least the Effective Date of this Agreement, in the full amount of the purchase price, showing in Seller good and marketable title to the Property, free and clear of the standard printed exceptions contained in Schedule B of said commitment and final policy, and free and clear of all liens, charges, encumbrances and clouds of title, whatsoever, except the following:

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

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

5.02 Endorsement at Closing. At the Closing, Buyer shall be permitted to obtain endorsements to the Title Commitment updating it and showing no change in the state of the title to the Property. After Closing, a final owner's title insurance policy shall be issued in the amount of the purchase price. The entire cost of all commitments and final title insurance policies provided in accordance with this Agreement, and all costs of title examinations made for such purposes, shall be paid for in accordance with the terms of Section 9.01.

5.03 Survey. Buyer may, at its sole cost and expense, obtain a current ALTA survey of the Property, prepared by a surveyor registered in the State of Ohio (the "Survey"). The Survey shall include a legal description of the Property and shall be certified by the surveyor to Buyer and the Title Insurance Company. Subject to the approval of the Title Insurance Company, the legal description set forth on the Survey shall be used in the Title Commitment and policy and in all documents of transfer contemplated hereby. The Survey shall be sufficient to waive or insure over any and all questions or survey. The Survey shall show: (a) the Property is not subject to any discrepancies, conflicts in boundaries, shortages in area, nor subject to any encroachments of any kind; (b) total acreage of the Property, all perimeter lines, all easements and rights-of-way (whether underground, surface or other and whether recorded or observable by physical inspection) for access, travel, transmission of energy or for drainage purposes; and (c) all roads or highways abutting the Property or providing access thereto, and all adjacent landowners.

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

ARTICLE VI DEED AND OTHER DOCUMENTS

6.01 General Warranty Deed. Seller shall, at the Closing, convey fee simple title to the Property to Buyer by a duly and validly executed, recordable general warranty deed, free and clear of all liens and encumbrances, except those permitted pursuant to the provisions of Section 5.01 hereof.

6.02 Other Documents. Buyer and Seller agree that such other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party at Closing. Such documents shall include, but not be limited to, a closing statement, Seller's affidavit regarding liens, unrecorded matters and possession, any documents reasonably requested by the Title Insurance Company, and, if requested, Seller's affidavit regarding the warranties and representations set forth in Article X hereof.

ARTICLE VII CLOSING

7.01 Closing Date. The purchase and sale of the Property shall be closed (the "Closing") within thirty (30) days after the later to occur of (i) the Effective Date or (ii) the date on which Seller cures or Buyer waives any and all Defects pursuant to Section 5.04, if any (the "Closing Date"), which Closing Date may be extended by mutual agreement of the parties. The Closing shall be at such time and place as Buyer and Seller may mutually agree upon.

ARTICLE VIII CHARACTER OF THE PROPERTY

8.01 Possession. Seller shall be entitled to remain in possession of the Property for Six (6) months after the Closing Date (the "Lease Period"), provided that Seller has executed the Lease Agreement, attached hereto as Exhibit "B" and hereby made a part hereof, on or before the Closing Date. Seller's occupation of the Property during the Lease Period shall be in accordance with the terms of the Lease Agreement. Upon the termination of the Lease Agreement, Buyer shall be entitled to full and exclusive possession of the Property, unless Buyer and Seller mutually agree to extend the term of the Lease Period.

ARTICLE IX
APPORTIONMENTS AND ADJUSTMENTS

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

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

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

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

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

- (i) The recording fees required for recording the General Warranty Deed;
- (ii) Any costs incurred pursuant to Article 5 hereof; and
- (iii) One-half (1/2) the fee, if any, charged by the title insurance company for closing the transaction contemplated herein.

(d) Brokers. Seller and Buyer hereby warrant and represent to each other that neither has engaged or dealt with any broker or agent in regard to this Agreement. Seller and Buyer hereby agree to indemnify and hold the other harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, attorneys' fees and costs of litigation) which either shall incur or be threatened with because of any claim of any broker or agent claiming through Seller or Buyer, whether or not meritorious, for any such fee or commission.

ARTICLE X
WARRANTIES AND REPRESENTATIONS OF SELLER

10.01 Warranties and Representation. In addition to any other representation or warranty contained in this Agreement, Seller hereby represents and warrants as follows:

- (a) Seller has not received any notice or notices, either orally or in writing, from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental or building violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been corrected;
- (b) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against, the Property, under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound;
- (c) Seller has not received any notice, either orally or in writing, of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, which would prevent, limit or in any manner interfere with the proposed use of the Property;
- (d) No other person or entity other than Seller currently owns or has any legal or equitable interest in the Property and no other person or entity other than Buyer has or will have any right to acquire the Property, or any portion thereof;
- (e) Through and until the Closing Date, Seller shall not enter into any easement, lease or other contract pertaining to the Property;
- (f) Seller has not disposed of or stored any Hazardous Substances on the Property or any portion thereof in violation of any Environmental Laws, as hereinafter defined, and the Premises does not now contain any Hazardous Substance or any underground storage tanks. The term "Hazardous Substance" shall mean asbestos, petroleum products and by-products, any other hazardous or toxic building material, and any hazardous, toxic, or dangerous waste, substance or material defined as such in or for the purpose of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601, et seq., any so-called "Super-fund" or "Super-Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards or conduct concerning, any hazardous, toxic, or dangerous waste, substance or material or underground storage tanks, now in effect (collectively the "Environmental Laws"). Seller

hereby agrees to indemnify Buyer and hold Buyer harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever, paid, incurred or suffered by, or asserted against Buyer for, with respect to, or as a direct or indirect result of the breach of Seller's warranties in this Section 10.01;

- (g) Seller shall not, without the prior written consent of Buyer, alter the natural topography and vegetation currently existing on, in or about the Property, including, but not limited to the cutting, burning or removal of any trees, removing any minerals or topsoil, dumping of any soil, fill or other matter, or altering the natural flow of any water courses located on the Property; and
- (h) Seller is not a "Foreign Person" as that term is defined in the Foreign Investment in Property Tax Act.

The warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder. All representations and warranties set forth in this Article X shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by Buyer, Seller shall so certify, in writing, in form reasonably requested by Buyer. Seller hereby agrees to indemnify and hold Buyer harmless from and against any and all claims, demands, liabilities, costs and expenses of every nature and kind (including attorneys' fees) which Buyer may sustain at any time (i) as a result of, arising out of or in any way connected with the operation, ownership, custody or control of the Property prior to the Closing Date; or (ii) by reason of the untruth, breach, misrepresentation or nonfulfillment of any of the covenants, representations, warranties or agreements made by Seller in this Agreement or in any documents or agreements delivered in connection with this Agreement or with the closing of the transaction contemplated hereby.

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

ARTICLE XI NOTICES

11.01 Notice Procedure. Any notices required hereunder shall be in writing, shall be transmitted by certified mail, postage prepaid, return receipt requested, hand delivery, or by nationally recognized overnight courier, and shall be deemed given when received or when receipt is refused, and shall be addressed to the parties as set forth on the first page of this Agreement. Copies of notices to Buyer shall be simultaneously provided to:

Buyer - City of Grove City:
Charles W. Boso, Jr.
City Administrator
4035 Broadway
Grove City, Ohio 43123

Seller - Jean L. Tennihill
3628 Santa Maria Drive
Grove City, Ohio 43123

ARTICLE XII
GENERAL PROVISIONS

12.01 Governing Law. This Agreement is being executed and delivered in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the State of Ohio.

12.02 Entire Agreement. This Agreement constitutes the entire contract between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto, and supersedes all previous agreements, written or oral, if any, of the parties.

12.03 Time of Essence. Time is of the essence of this Agreement in all respects.

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

12.05 Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

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

12.07 Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

12.08 Memorandum. Upon request of either party hereto, Buyer and Seller shall execute a recordable memorandum of the terms hereof, which memorandum may be placed of record in any public office within the county wherein the Property is situated.

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

(Rest of Page Left Intentionally Blank, Signature Page to Follow)

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

SELLER:

Jean L. Tennihill

BUYER:

The City of Grove City, Ohio
an Ohio municipal corporation

By: _____
Charles W. Boso, Jr.
City Administrator

Approved as to Form:

Stephen J. Smith
Law Director, City of Grove City

CERTIFICATION OF FUNDS

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

Michael Turner, Director of Finance

Date

EXHIBIT "A"
PROPERTY DESCRIPTION

SITUATED IN THE CITY OF GROVE CITY, COUNTY OF FRANKLIN AND STATE OF OHIO:

BEGINNING AT A POINT IN THE SOUTH LINE OF PARK STREET SAID POINT BEING 101.51 FEET EAST FROM AN IRON PIN AT THE N.W. CORNER OF THE GROVE CITY SAVINGS BANK BUILDING AND THE EAST LINE OF A 12 FOOT PRIVATE ALLEY THENCE EAST 58 FEET; THENCE SOUTH 210 FEET; THENCE WEST 58 FEET TO THE EAST LINE OF SAID 12 FOOT ALLEY; THENCE NORTH ALONG THE EAST LINE OF SAID ALLEY 210 FEET TO THE BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING PREMISES: SITUATED IN THE COUNTY OF FRANKLIN, STATE OF OHIO, AND IN THE CITY OF GROVE CITY, OHIO AND BEING PART OF LOT 3, A PART OF LOT 2 AND A PART OF LOT 4 OF THE PLAT OF GROVE CITY, OHIO, AS THE SAME IS OF RECORD IN PLAT BOOK 5 PAGE 394, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE SOUTH LINE OF PARK STREET AND 101.51 FEET EASTERLY FROM THE NORTH WEST CORNER OF LOT 1 OF SAID VILLAGE OF GROVE CITY PLAT; THENCE ALONG THE SOUTH LINE OF PARK STREET, EASTERLY 58 FEET TO AN IRON PIN; THENCE ALONG THE WEST LINE OF THE GLEN M. AND HATTIE HUMFIELD TRACT, SOUTHERLY 111.25 FEET TO AN IRON PIN; THENCE WESTERLY 57.29 FEET TO AN IRON PIN; THENCE ALONG THE EAST LINE OF A 12 FOOT ALLEY, NORTHERLY 112 FEET TO THE PLACE OF BEGINNING. SUBJECT TO AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE OR REPAIR OF A WATER LINE LEADING FROM PARK STREET TO THE REAR HOUSE OF THE HENRY BAUMGARTNER TRACT, SAID EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF PARK STREET AND WESTERLY 10 FEET, MORE OR LESS FROM THE NORTH EAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE IN A SOUTHERLY DIRECTION AT AN ANGLE OF 85 DEGREES 14 MINUTES WITH THE SOUTH LINE OF PARK STREET AND RUNNING TO THE REAR HOUSE.

Permanent Parcel No.: 040-000456-00
AKA: 3402 Civic Place, Grove City, Ohio 43123

EXHIBIT "B"
LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into on this the ____ day of August, 2013 ("Effective Date"), by and between **The City of Grove City, Ohio**, an Ohio municipal corporation ("Landlord"), whose address is 4035 Broadway, Grove City, Ohio 43123, and **Jean L. Tennihill**, ("Tenant"), whose address is 3402 Civic Place, Grove City, Ohio 43123.

WITNESSETH:

WHEREAS, pursuant to a Real Estate Purchase Agreement ("Purchase Agreement"), Landlord purchased from Tenant the real property located at 3402 Civic Place, Grove City, Ohio 43123 (the "Property"), and, upon the closing of the sale and purchase of the Property, Landlord has agreed to permit Tenant to occupy the Property under the terms of a short term lease; and

WHEREAS, pursuant thereto, Tenant and Landlord desire to execute this Lease to define the rights and obligations of each party with respect to such lease term, as herein set forth.

NOW, THEREFORE, for valuable consideration, the amount and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Property.
2. DELIVERY OF PREMISES; USE. Tenant shall continue in possession of the Property on the Closing Date, as defined in the Purchase Agreement, in its "as is" condition. Tenant shall be permitted to use the Property only for residential purposes. Tenant shall not sublet or assign the Property or any part thereof, without the prior written consent of Landlord.
3. LEASE TERM. The term of this Lease shall be for a period commencing on the Closing Date and continuing for a period of One Hundred and Eighty (180) days.
4. RENT. During the Term, Tenant shall occupy the Property rent-free.
5. REAL ESTATE TAXES. Tenant shall be responsible for the payment of all real estate taxes assessed to the Premises during the Term.
6. MAINTENANCE, REPAIRS AND REPLACEMENTS.
 - a. Landlord's Maintenance Obligations. None.
 - b. Tenant's Maintenance Obligations. Tenant shall be responsible for performing, at her sole cost and expense, any and all work necessary to maintain the Property in a good, clean and safe condition.

7. TENANT'S DUTIES. In addition to Tenant's obligations set forth in Section 6(b), Tenant shall do the following during the Term hereof:

(a) Keep the Property safe and sanitary and notify Landlord of any and all maintenance and repair work necessary to keep the exterior and structural components of the Property, as well as the electrical, plumbing, sewer lines, heating ventilating and air conditioning fixtures, in a fit and habitable condition;

(b) Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by Landlord;

(c) Use and operate all electrical and plumbing fixtures properly and maintain the interior of the Property in a fit and habitable condition;

(d) Comply with the requirements under state and local housing, health and safety codes that are applicable to tenants;

(e) Personally refrain, and forbid any other person who is on the Property with Tenant's permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or other component of the Premises;

(f) Repair all damages caused by Tenant or Tenant's guests, included without limitation all broken glass, doors or windows;

(g) Not unreasonably withhold consent for Landlord or its agents or representatives to enter the Property;

(h) Tenant shall regularly test all smoke detectors and the supply of electrical current thereto, and notify Landlord of any mechanical failure, need for repair, or replacement (Tenant shall be responsible for replacing any batteries in the smoke detectors, as necessary); and

(i) Tenant shall be responsible for mowing the lawn.

8. UTILITIES. The utilities shall remain in the Tenants name and Tenant hereby agrees that Tenant shall pay all of the charges incurred for any and all utilities, i.e. gas, electric, water, telephone and cable, consumed by Tenant in its use of the Property.

9. INDEMNIFICATION AND LIABILITY. Tenant shall indemnify and hold Landlord harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) incurred by Landlord by reason of any injury or damage to any person or property whatsoever, occurring in, on or about the Property, unless such injury or damage is caused in whole or in part by the negligence or willful misconduct of Landlord, its employees, invitees, contractors, subcontractors, licensees, subtenants, agents, successors and assigns.

C-56-13

GROVE CITY LIBRARY

FIRST ST

BROADWAY

CIVIC PL

LOT 17

LOT 18

LOT 19

LOT 20

LOT 21

LOT 22

LOT 23

LOT 24

LOT 25

LOT 26

LOT 27

LOT 28

LOT 29

LOT 30

LOT 31

LOT 32

LOT 33

LOT 34

LOT 35

LOT 36

LOT 37

LOT 38

LOT 39

LOT 40

LOT 41

LOT 42

LOT 43

LOT 44

LOT 45

LOT 46

LOT 47

LOT 48

LOT 49

LOT 50

LOT 51

LOT 52

LOT 53

LOT 54

LOT 55

LOT 56

LOT 57

LOT 58

LOT 59

LOT 60

LOT 61

LOT 62

LOT 63

LOT 64

LOT 65

LOT 66

LOT 67

LOT 68

LOT 69

LOT 70

LOT 71

LOT 72

LOT 73

LOT 74

LOT 75

LOT 76

LOT 77

LOT 78

LOT 79

LOT 80

LOT 81

LOT 82

LOT 83

LOT 84

LOT 85

LOT 86

LOT 87

LOT 88

LOT 89

LOT 90

LOT 91

LOT 92

LOT 93

LOT 94

LOT 95

LOT 96

LOT 97

LOT 98

LOT 99

LOT 100

LOT 101

LOT 102

LOT 103

LOT 104

LOT 105

LOT 106

LOT 107

LOT 108

LOT 109

LOT 110

LOT 111

LOT 112

LOT 113

LOT 114

LOT 115

LOT 116

LOT 117

LOT 118

LOT 119

LOT 120

LOT 121

LOT 122

LOT 123

LOT 124

LOT 125

LOT 126

LOT 127

LOT 128

LOT 129

LOT 130

LOT 131

LOT 132

LOT 133

LOT 134

LOT 135

LOT 136

LOT 137

LOT 138

LOT 139

LOT 140

LOT 141

LOT 142

LOT 143

LOT 144

LOT 145

LOT 146

LOT 147

LOT 148

LOT 149

LOT 150

LOT 151

LOT 152

LOT 153

LOT 154

LOT 155

LOT 156

LOT 157

LOT 158

LOT 159

LOT 160

LOT 161

LOT 162

LOT 163

LOT 164

LOT 165

LOT 166

LOT 167

LOT 168

LOT 169

LOT 170

LOT 171

LOT 172

LOT 173

LOT 174

LOT 175

LOT 176

LOT 177

LOT 178

LOT 179

LOT 180

LOT 181

LOT 182

LOT 183

LOT 184

LOT 185

LOT 186

LOT 187

LOT 188

LOT 189

LOT 190

LOT 191

LOT 192

LOT 193

LOT 194

LOT 195

LOT 196

LOT 197

LOT 198

LOT 199

LOT 200

LOT 201

LOT 202

LOT 203

LOT 204

LOT 205

LOT 206

LOT 207

LOT 208

LOT 209

LOT 210

LOT 211

LOT 212

LOT 213

LOT 214

LOT 215

LOT 216

LOT 217

LOT 218

LOT 219

LOT 220

LOT 221

LOT 222

LOT 223

LOT 224

LOT 225

LOT 226

LOT 227

LOT 228

LOT 229

LOT 230

LOT 231

LOT 232

LOT 233

LOT 234

LOT 235

LOT 236

LOT 237

LOT 238

LOT 239

LOT 240

LOT 241

LOT 242

LOT 243

LOT 244

LOT 245

LOT 246

LOT 247

LOT 248

LOT 249

LOT 250

LOT 251

LOT 252

LOT 253

LOT 254

LOT 255

LOT 256

LOT 257

LOT 258

LOT 259

LOT 260

LOT 261

LOT 262

LOT 263

LOT 264

LOT 265

LOT 266

LOT 267

LOT 268

LOT 269

LOT 270

LOT 271

LOT 272

LOT 273

LOT 274

LOT 275

LOT 276

LOT 277

LOT 278

LOT 279

LOT 280

LOT 281

LOT 282

LOT 283

LOT 284

LOT 285

LOT 286

LOT 287

LOT 288

LOT 289

LOT 290

LOT 291

LOT 292

LOT 293

LOT 294

LOT 295

LOT 296

LOT 297

LOT 298

LOT 299

LOT 300

LOT 301

LOT 302

LOT 303

LOT 304

LOT 305

LOT 306

LOT 307

LOT 308

LOT 309

LOT 310

LOT 311

LOT 312

LOT 313

LOT 314

LOT 315

LOT 316

LOT 317

LOT 318

LOT 319

LOT 320

LOT 321

LOT 322

LOT 323

LOT 324

LOT 325

LOT 326

LOT 327

LOT 328

LOT 329

LOT 330

LOT 331

LOT 332

LOT 333

LOT 334

LOT 335

LOT 336

LOT 337

LOT 338

LOT 339

LOT 340

LOT 341

LOT 342

LOT 343

LOT 344

LOT 345

LOT 346

LOT 347

LOT 348

LOT 349

LOT 350

LOT 351

LOT 352

LOT 353

LOT 354

LOT 355

LOT 356

LOT 357

LOT 358

LOT 359

LOT 360

LOT 361

LOT 362

LOT 363

LOT 364

LOT 365

LOT 366

LOT 367

LOT 368

LOT 369

LOT 370

LOT 371

LOT 372

LOT 373

LOT 374

LOT 375

LOT 376

LOT 377

LOT 378

LOT 379

LOT 380

LOT 381

LOT 382

LOT 383

LOT 384

LOT 385

Date: 08/13/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense:

No.: C-57-13
1st Reading: 08/19/13
Public Notice: 08/21/13
2nd Reading: 09/03/13
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-57-13

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO CONVEY EXCESS PERSONAL PROPERTY TO THE SOUTH-WESTERN CITY SCHOOL DISTRICT FOR USE IN EDUCATIONAL TRAINING PROGRAMS

WHEREAS, the City has two vehicles, a 2009 Ford Crown Victoria (VIN# 2FAHP71V99X138030) and a 2001 Ford Expedition (VIN# 1FMRU16WX1LB47371), that are no longer needed for public use and/or are unsuitable for public use due to the current condition of the vehicles; and

WHEREAS, while the vehicles are no longer suitable for use, they can be used for educational training at the South-Western Career Academy; and

WHEREAS, the City believes that donating these vehicles to the South-Western City School District to be used in educational training programs helps the students develop skills that will make them more competitive in today's job market.

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

SECTION 1. Council hereby waives the provisions of the Section 133.05 in order to allow the donation of the vehicles described above to the South-Western City School District for educational training programs at the South-Western Career Academy.

SECTION 2. The City Council hereby authorizes the City Administrator to take all necessary actions to convey, at no cost, the vehicles described above to the South-Western City School District provided, due to the condition of vehicles, that they are not licensed or driven on any public roadways.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 08/13/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mayor Stage
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-58 -13
1st Reading: 08/19/13
Public Notice: 08 /21/13
2nd Reading: 09 /03/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-58-13

AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 143 TITLED DEPARTMENT OF HISTORY AND APPROPRIATE \$5,000.00 FROM THE GENERAL FUND

WHEREAS, in 1959, the City established a Department of History; and

WHEREAS, this Department has been vacant; and

WHEREAS, the City would like to gather, collect, preserve and display artifacts and archival materials of historic importance to the community and coordinate these efforts with the museum; and

WHEREAS, a five member Commission would enable participation from residents interested in preserving the history of the City; and

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

SECTION 1. Chapter 143 titled Department of History is hereby repealed and replaced as shown in Exhibit "A".

SECTION 2. There is hereby appropriated \$5,000.00 from the unappropriated monies of the General Fund to Acct. #100120.541000 to be used to support the collection, preservation and display of artifacts/materials and to cover the costs and expenses of the Commission.

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

Ted Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

C-58-13
Existing Chapter

CHAPTER 143
Department of History

143.01 Establishment.

143.02 Director.

CROSS REFERENCES

Administrative departments - see CHTR. 3.08

Photostat or microfilm recording - see Ohio R.C. 9.01

Clerk of Council to furnish copies of City documents - see ADM. 135.04

Inventory of City property - see ADM. 159.06

143.01 ESTABLISHMENT.

There is created and established a Department of History wherein shall be assembled historical data of the City and such records and investigations as are necessary to permanently preserve the history of the governmental functions of the City.
(Ord. C10-59.)

143.02 DIRECTOR.

(a) There is created and established in the Department of History the position of Director of History. The Director shall be appointed by the Mayor and serve in his position until his successor has been appointed and qualified. The control and administration of the Department shall be vested in the Director and the duties of the Director shall be to search for, assemble and correlate all historical facts pertaining to the City and to set up such permanent records as in his opinion are necessary, upon approval of Council and the Mayor; to carry out such functions and to perform such other functions as ordinances may require upon passage by Council.

(b) The Director shall be a person who possesses the qualifications necessary to perform the duties set forth herein.
(Ord. C10-59.)

CHAPTER 143
HISTORICAL COMMISSION

<u>143.01 Establishment</u>	<u>143.03 Meetings</u>
<u>143.02 Composition; Appointments; Terms</u>	<u>143.04 Duties</u>

CROSS REFERENCES

Establishment of Boards & Commissions – See CHTR 2.08

Photostat or microfilm recording – see Ohio R.C. 9.01

Clerk of Council to furnish copies of City documents – see ADM. 135.04

Inventory of City property – see ADM. 159.06

143.01 ESTABLISHMENT

Pursuant to Section 2.08(1) of the City Charter, there is hereby created a Historical Commission for the City.

143.02 COMPOSITION; APPOINTMENTS; TERMS

The Historical Commission shall be composed of five (5) electors of the community to be appointed by the Mayor to terms of three (3) years retroactive to January 1, 2013.

- (a) Commission members shall be appointed initially for the following terms of office:
 - (1) Three (3) of the five (5) appointed Commission members shall serve for a term of three (3) years; and
 - (2) Two (2) of the five (5) appointed Commission members shall serve for a term of two (2) years.
- (b) When an initial term of office expires, each new Commission appointment is for a term of three (3) years.
- (c) Within thirty (30) days following the expiration of the term of any appointed Commission member, a successor shall be appointed by the appointing authority. The appointed successor shall serve for a term of three (3) years. Should a Commission member resign or be removed from the Commission, a successor shall be appointed by the Mayor and shall serve for the remainder of the unexpired term.
- (d) Commission members shall serve at the pleasure of the Mayor.
- (e) The Director of Parks and Recreation, or designee, shall serve as a non-voting liaison to the Commission.

143.03 MEETINGS

All meetings of the Commission shall be open to the public.

143.04 DUTIES

The duties of the members of the Commission shall be to investigate and research, and maintain the history of the City for educational enhancement, preservation of records, and the collection, preservation and display of artifacts and archival materials of historic importance. The Commission shall serve as liaison between the City of Grove City and historical groups within and outside the City. The Commission shall share Grove City's history through historical programming, publications, exhibits and other activities. From time to time the Commission may make recommendations to the Mayor and Council concerning the preservation of the history of the City.

Date: 08/26/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Keller
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense:

No.: CR-41-13
1st Reading: 09/03/13
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-41-13

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SEEK FINANCIAL ASSISTANCE FROM THE STATE CAPITAL IMPROVEMENT PROGRAM/LOCAL TRANSPORTATION IMPROVEMENT PROGRAM AND EXECUTE CONTRACTS AS REQUIRED

WHEREAS, pursuant to Article VIII, Section 2K of the Ohio Constitution, the State of Ohio is authorized to issue bonds and other obligations of the State for the purpose of financing public infrastructure capital improvements of political subdivisions as designated by law; and

WHEREAS, pursuant to Section 164.06 of the Ohio Revised Code, the District Three Public Works Integrating Committee has been created to accept, evaluate and recommend applications for state financing of capital infrastructure improvement projects of political subdivisions in Franklin County; and

WHEREAS, pursuant to Section 164.05 of the Ohio Revised Code, the Ohio Public Works Commission has been created to accept and approve applications for state financing of capital infrastructure improvement projects of political subdivisions in Franklin County; and

WHEREAS, the City of Grove City has conducted a capital inventory and needs assessment and has determined that it is necessary to submit applications for financial assistance for capital infrastructure improvement projects.

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

SECTION 1. The City Administrator is hereby authorized to apply to the District Three Public Works Integrating Committee and the Ohio Public Works Commission for financial assistance for the following capital infrastructure improvement project:

- Orders Road Widening and Leisure Trail Improvements – Includes turn lane widening, signal improvements, and a leisure trail between Old Haughn Road and Fryer Park with the objective of improving pedestrian and motorist safety in that corridor
- Stringtown Road Improvements – Widening and reconstruction of Stringtown Road from Parkway Center East to SR 104.

SECTION 2. The City Administrator is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance in conjunction with the recommendations of the City's Consulting Engineer, and approved as to form by the City Law Director, in accordance with the fiscal requirements of the Director of Finance.

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

Date: 08/13/13
Introduced By: Mr. Davis
Committee: Safety
Originated By: Ms. Kelly
Approved: Char. Sol. Board
Emergency: 30 Days: X
Current Expense:

No.: C-59-13
1st Reading: 08/19/13
Public Notice: 08/21/13
2nd Reading: 09/03/13
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-59-13

AN ORDINANCE TO AUTHORIZE THE CHARITABLE SOLICITATIONS BOARD TO ISSUE A PERMIT TO THE LEUKEMIA & LYMPHOMA SOCIETY PER SECTION 371.06(b)(2) OF THE CODIFIED ORDINANCES

WHEREAS, Alysia Smith, representing the Leukemia & Lymphoma Society has submitted an application to solicit donations by standing in the intersection of Stringtown & Parkway Centre Drive; and

WHEREAS, in accordance with Section 371.06(b)(2) the Legislative Authority may authorize the issuance of such a Charitable Solicitations Permit when the request involved standing on a highway; and

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

SECTION 1. The Charitable Solicitations Board is hereby authorized to issue a permit for the Leukemia & Lymphoma Society for October 12, 2013 from 9:00 a.m. to 3:00 p.m. at the intersection of Stringtown & Parkway Centre Drive to solicit charitable donations while standing on this highway.

SECTION 2. The representative for this charitable solicitation will meet with the Grove City Police Division prior to the event to discuss safety procedures.

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

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 8/13/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense:

No.: C-62-13
1st Reading: 08/19/13
Public Notice: 08/21/13
2nd Reading: 09/03/13
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-62-13

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO CONVEY EXCESS REAL PROPERTY TO THE CENTRAL OHIO TRANSIT AUTHORITY

WHEREAS, as part of the improvements to the I-71/SR665 Interchange, the City acquired via eminent domain, authorized by Ordinance C-27-10, the parcel located at 3060 London-Groveport Road, Parcel No. 040-004972; and

WHEREAS, while part of the Property was used for the Interchange improvements, the remaining Property is excess real property that is no longer needed by the City; and

WHEREAS, the Central Ohio Transit Authority has approached the City about constructing a future park and ride facility, partially on the Property, at the northeast corner of the I-71/SR665 Interchange; and

WHEREAS, the Property is landlocked and currently undevelopable, the City believes that a future park and ride facility would be beneficial to the City and its residents.

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

SECTION 1. The portion of the Property located at 3060 London-Groveport Road, Parcel No. 040-004972, depicted in Exhibit A, is no longer needed by the City and is in excess of any land needed in this area.

SECTION 2. The City Council hereby authorizes the City Administrator to take all necessary actions to convey, at no cost, the portion of the Property, depicted in Exhibit A, to the Central Ohio Transit Authority provided that if the Property is not used for a park and ride it will revert back to the City.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

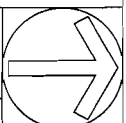
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

[illegible]

Jun 12, 2013 - 3:56pm J:\ParkAndRides\LondonGroveport_71\Ruscilli_Ironwood\ironwood_parking_layout_6.12.dwg

Date: 08/13/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-63-13
1st Reading: 08/19/13
Public Notice: 8/21/13
2nd Reading: 09/03/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-63-13

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR OUTDOOR SEATING FOR SUNNY STREET CAFÉ LOCATED AT 2788 LONDON-GROVEPORT ROAD

WHEREAS, Sunny Street Cafe, applicant, has submitted a request for a Special Use Permit for Outdoor Seating located at 2788 London-Groveport Road; and

WHEREAS, on August 6, 2013, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, as submitted.

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)A1s is hereby issued to the Sunny Street Cafe located at 2788 London Groveport Road, as submitted.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 08/13/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved:
Emergency: 30 Days:
Current Expense:

No.: C-64-13
1st Reading: 08/19/13
Public Notice: 8/21/13
2nd Reading: 09/03/13
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-64-13

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR AN AUTOMOTIVE DEALER FOR BYERS AUTO LOCATED WEST OF NORTH MEADOWS DRIVE

WHEREAS, Byers Auto, applicant, has submitted a request for a Special Use Permit for an Automotive Dealership located West of North Meadows Drive and North of State Route 665; and

WHEREAS, on August 6, 2013, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, with the following stipulations:

1. Pre-owned vehicle sales as well as vehicular repair and service shall be permissible provided they are in conjunction with the operation of a new car dealership;
2. No more than 40% of a dealership's total on-site inventory offered for sale shall consist of pre-owned vehicles.

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)A1e is hereby issued to Byers Auto located west of North Meadows Dr., contingent upon the stipulations set by Planning Commission.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 08/27/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Clerk Kelly
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-65-13
1st Reading: 09/03/13
Public Notice: 9/05/13
2nd Reading: 09/16/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-65-13

AN ORDINANCE TO AFFIRMING THE CONTUANCE OF THE SPECIAL USE PERMIT FOR SCRUFFY TO FLUFFY – A CUT ABOVE PET SALON LOCATED AT 3391 PARK ST

WHEREAS, on September 04, 2012, Council approved Ordinance C-43-13, a Special Use Permit for Scruffy to Fluffy – a Cut Above Pet Salon, applicant, for a Dog Grooming business located at 3391 Park Street; and

WHEREAS, this Ordinance held a stipulation that the applicant's Special Use permit shall be reviewed in one year; and

WHEREAS, it is necessary to review this Special Use Permit in order to satisfy the stipulation.

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

SECTION 1. The Special Use Permit, under Section 1135.09b(12)A1k is hereby affirmed and continued for Scruffy to Fluffy – a Cut Above Pet Salon, located at 3391 Park Street.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

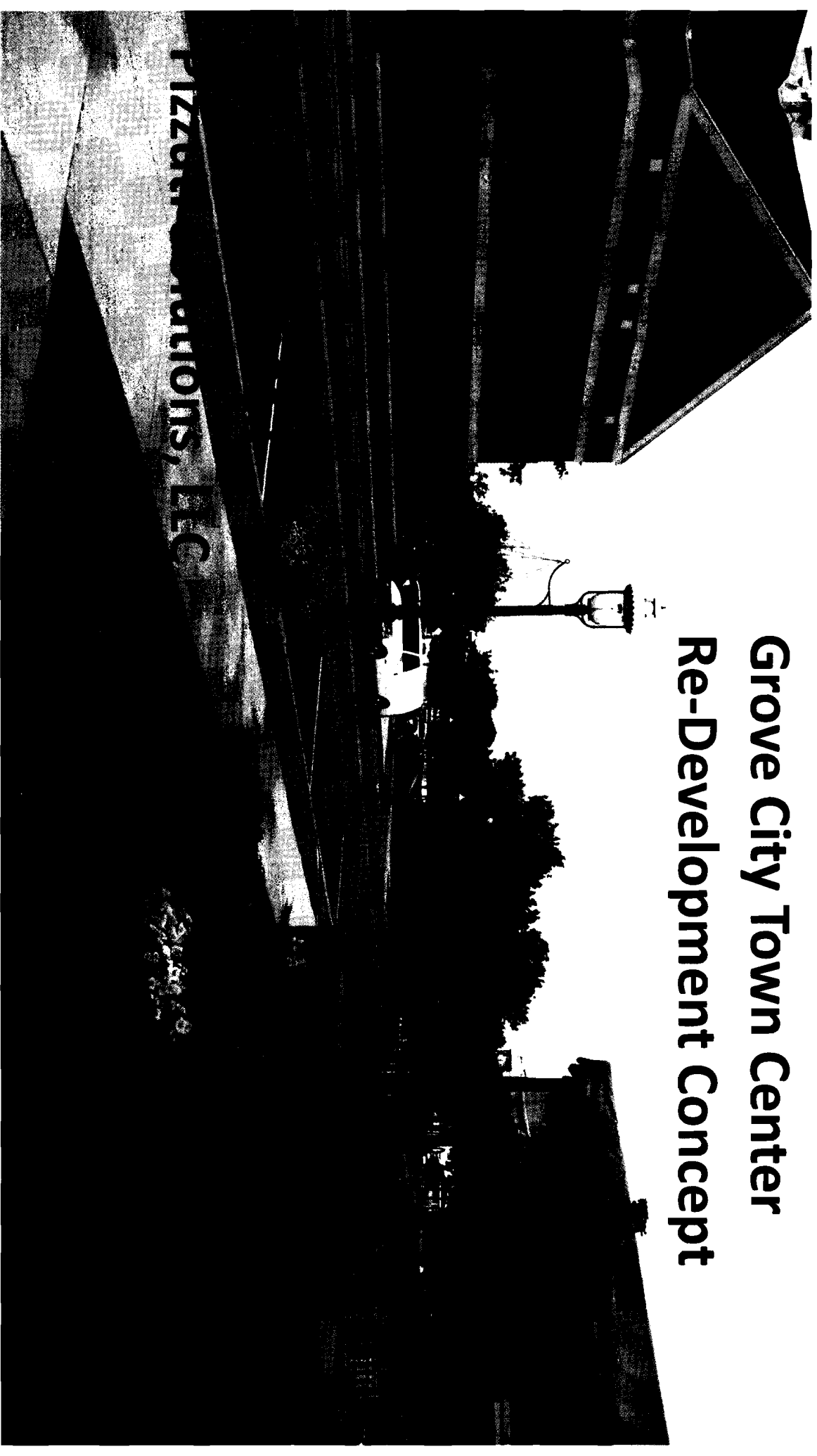
Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Grove City Town Center Re-Development Concept



Pizzuti Associates, LLC



Grove City Town Center Issues from Public Meetings:

- Keep City Hall = Building now repositioned
- Ample public parking = 205 of 206 spaces retained
- Parking for residents = 170 spaces for 120 units
- Access = Pedestrian friendly
- Open space = .45+/- acres west of City Hall
- Connectivity = Walkway to Library/parking
- Create vibrancy = Broadway activated w/retail
- Quality of life = Aesthetics, art, program spaces

Development Data

Total Area:	+/- 4.5 Acres
Total Units:	120 Units
- 1 BR:	72
- 2 BR:	48
Total Commercial	+/- 14,200 SF
- Restaurant	+/- 3,900
- Apartment Amenity	+/- 3,200
- Offices	+/- 7,100
Parking Required (Private Residential)	144 Spaces
- 1 Space/1 BR	72
- 1.5 Spaces/ 2 BR	72
Existing Parking (Public)	206 Spaces
- Surface Lots	168 Spaces
- On Street	38 Spaces
Parking Provided/Shown	375 Spaces
- Residential On Site (private)	170
- On Street (public)	46
- Surface (public)	159

Residential Building Summary

Building A

1 Bedroom	18
2 Bedroom	12
30 Units	

Building B

1 Bedroom	18
2 Bedroom	12
30 Units	

Building C

1 Bedroom	12
2 Bedroom	12
24 Units	

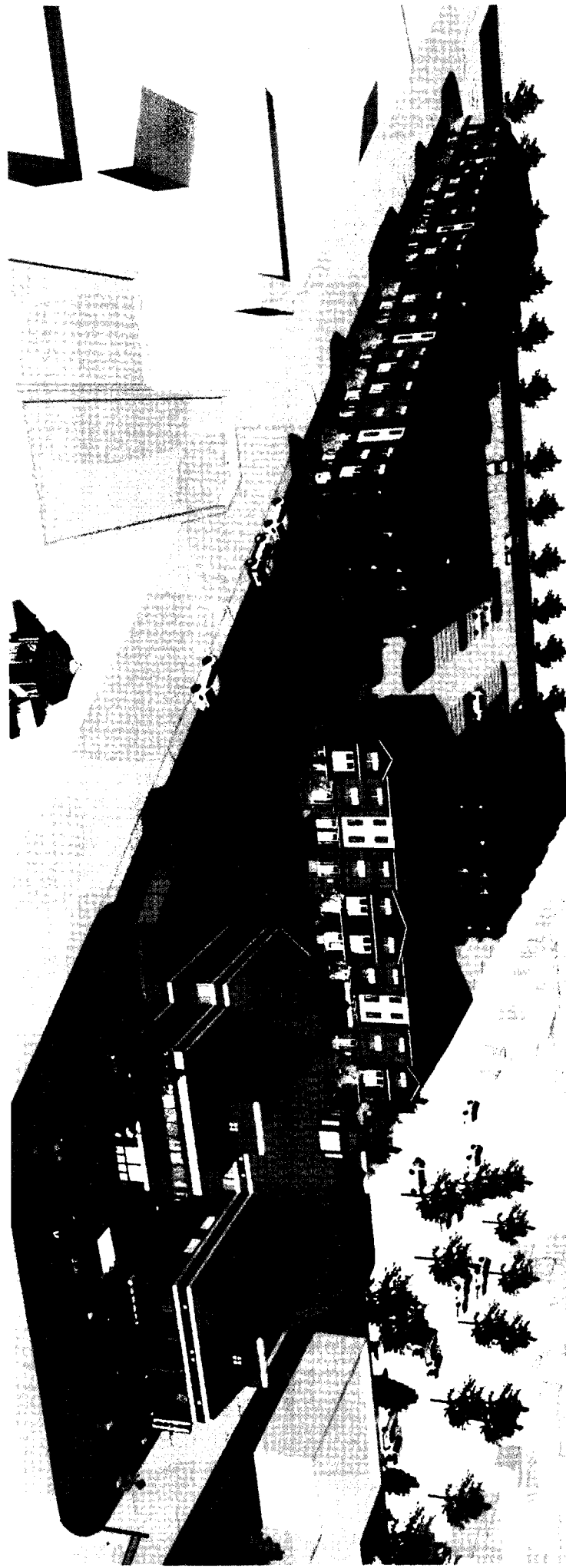
Building D

1 Bedroom	24
2 Bedroom	12
36 Units	

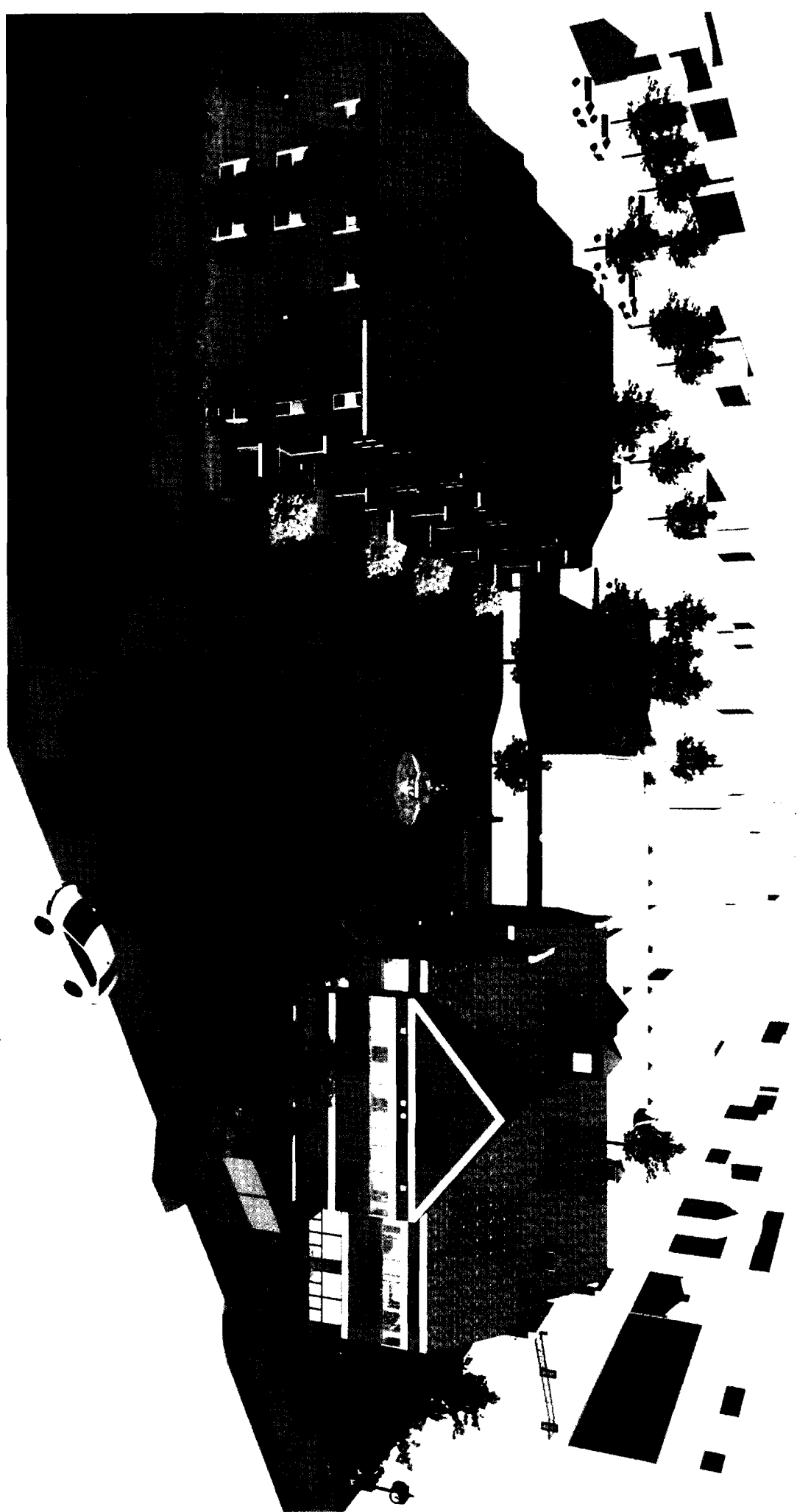
05/27/13

TOWN CENTER RE-DEVELOPMENT

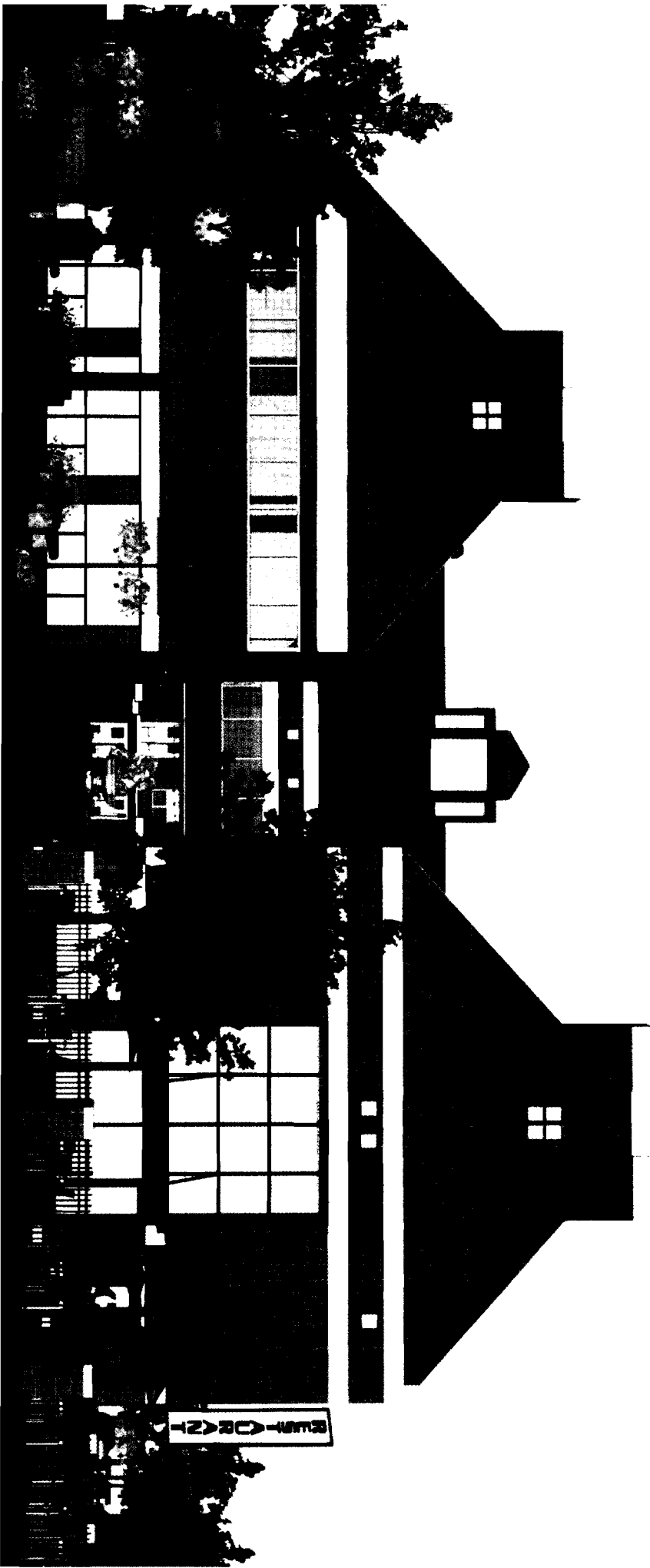
PARK STREET AND BROADWAY
GROVE CITY, OH
August 26, 2013

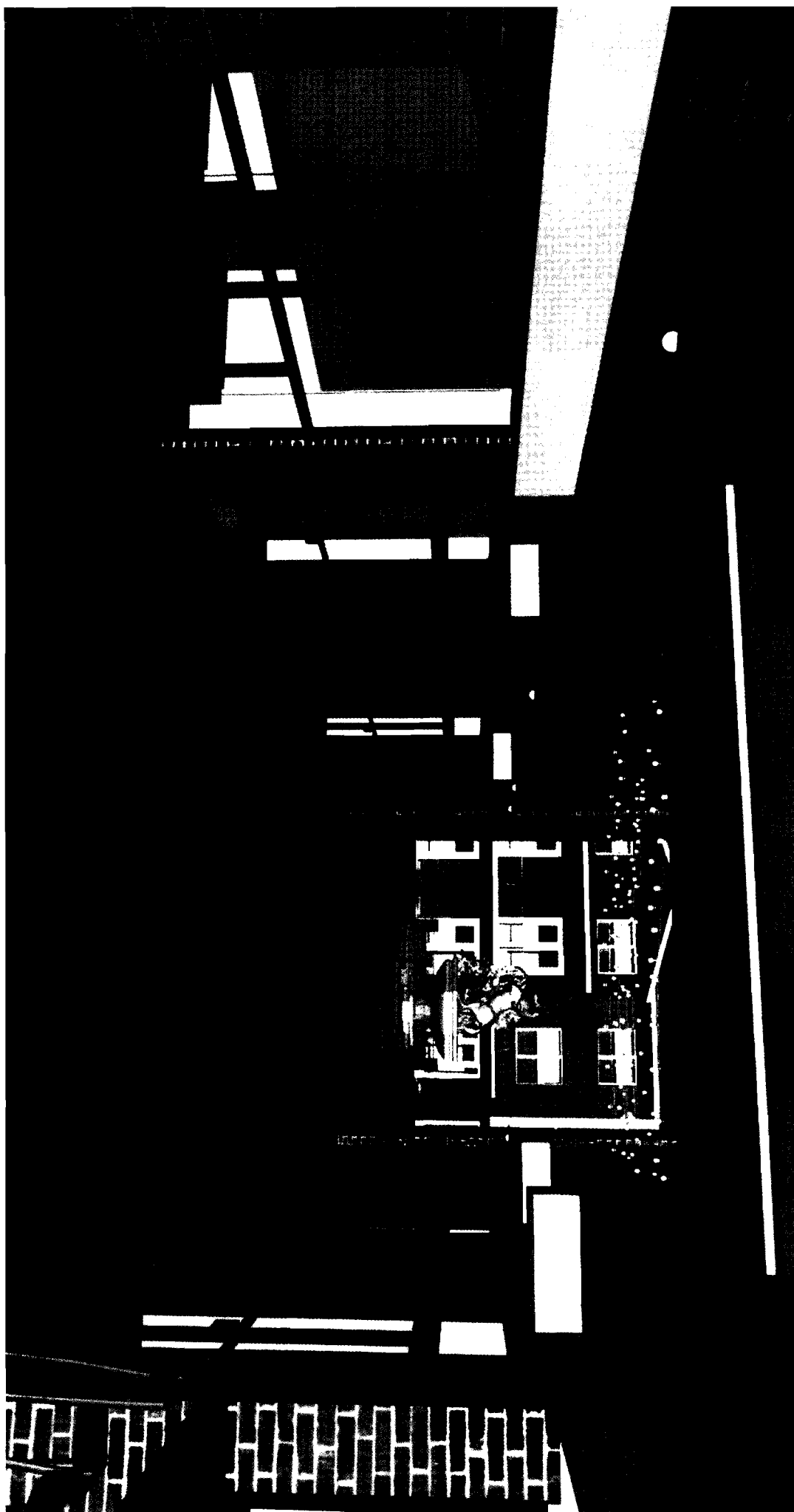




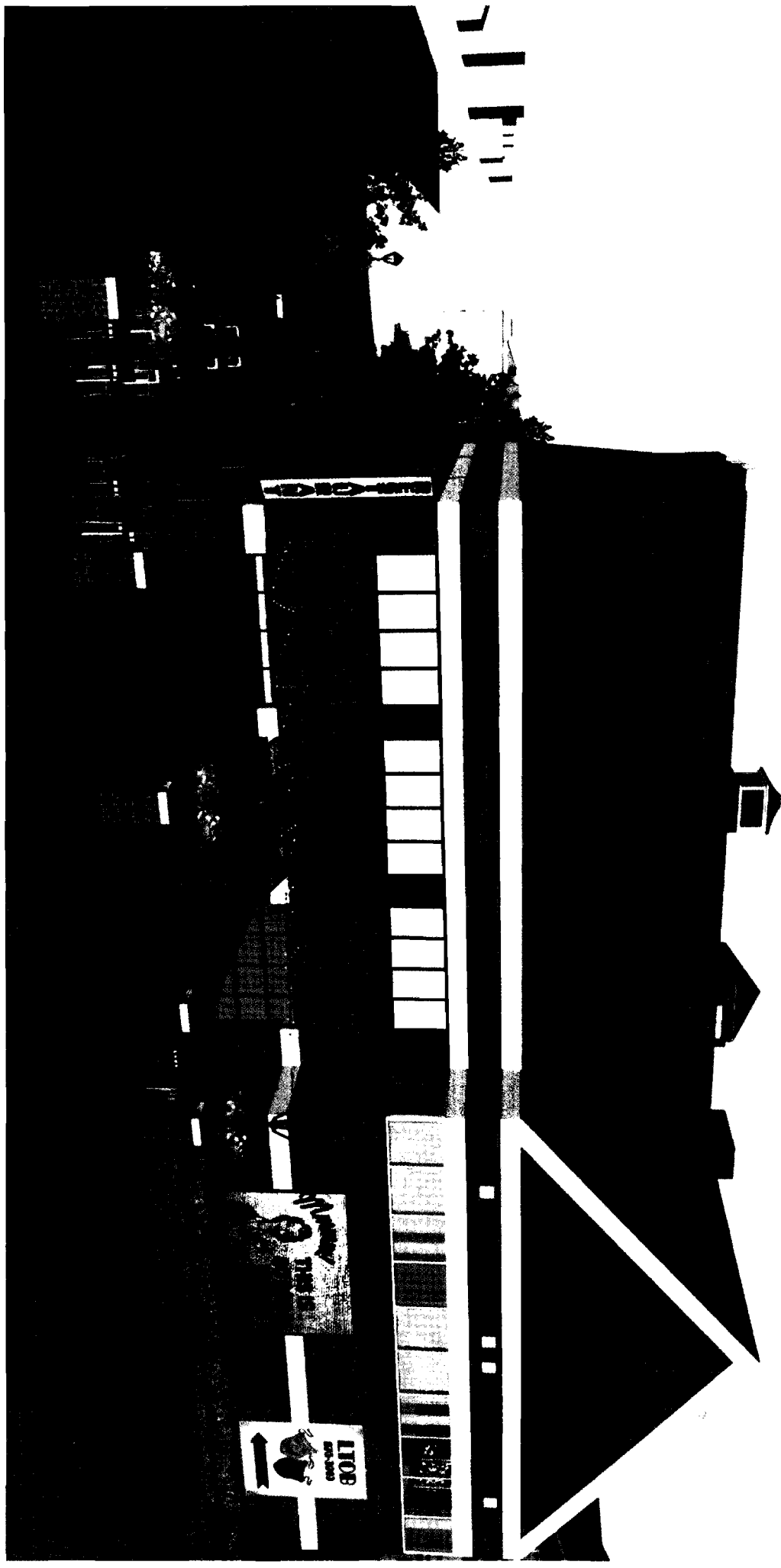








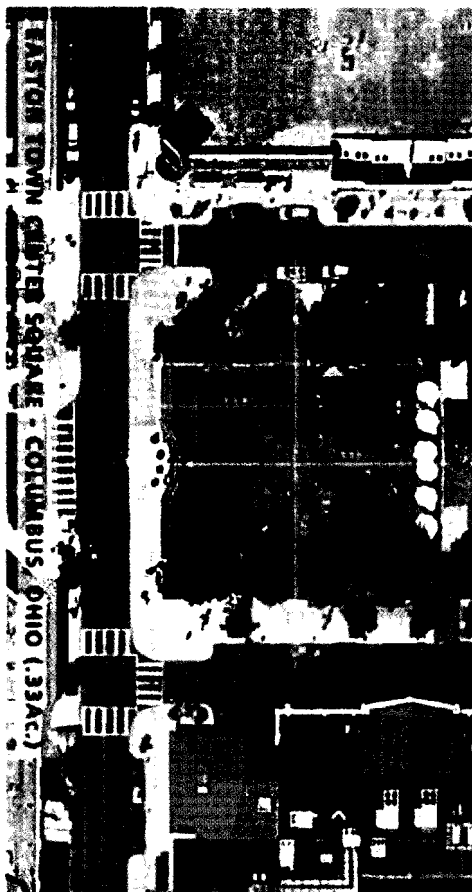




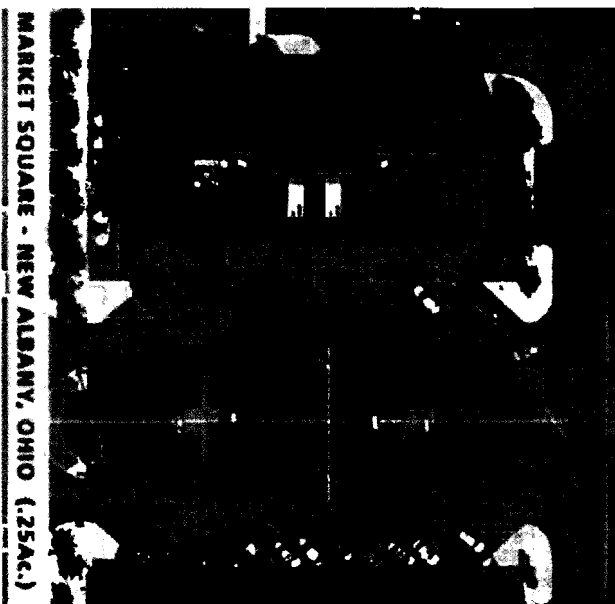




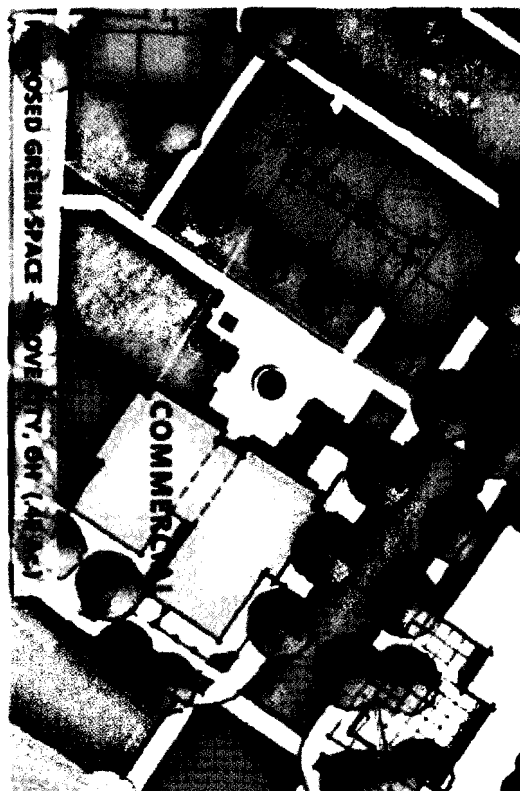
BRI-HIGH SQUARE - DUBLIN, OHIO (.33 AC.)



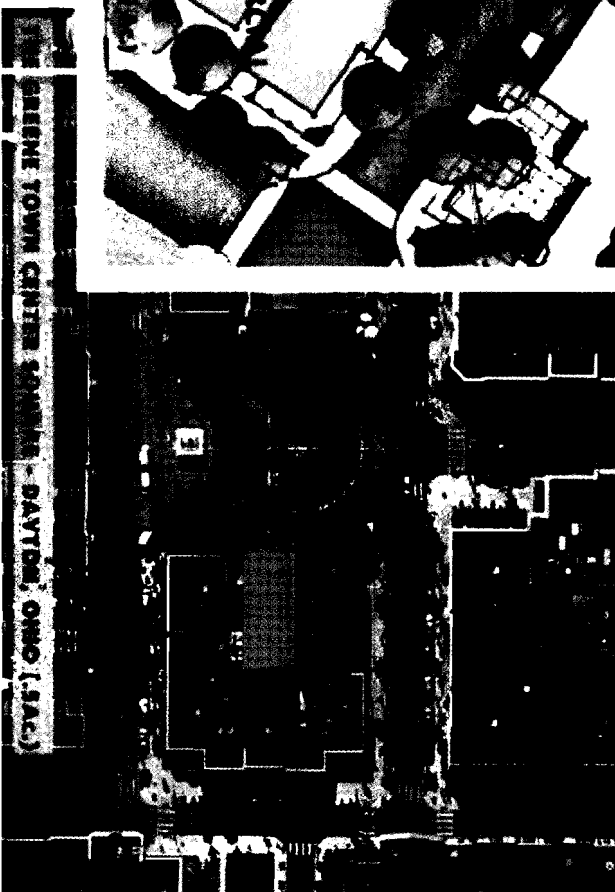
EASTERN TOWN CENTER SQUARE - COLUMBUS, OHIO (.33AC.)



MARKET SQUARE - NEW ALBANY, OHIO (.25AC.)



PROPOSED GREEN SPACE - NEW ALBANY, OH (1.6AC.)



GREENE TOWN CENTER SQUARE - DAYTON, OHIO (.5AC.)

Sheet 11

PROXIMITY MAP

