GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

ugust 21, 2017 | *6:30 - Caucus* | *7:00 – Reg. Meet.*

Presentations: Retiring Tree Commission Members

FINANCE: Mr. Davis

Ordinance C-41-17 Appropriate $202,805.00 from the Rockford Tax Increment Equivalent Fund for the Current Expense of making payments in accordance with the Infrastructure Agreement with Rockford Homes. First reading.

Ordinance C-42-17 Authorize the City Administrator to enter into a Community Reinvestment Area Agreement with 7 Star Entertainment, Inc. First reading.

Resolution CR-33-17 Appoint Charles W. Boso, Jr. to the Board of Trustees of the Pinnacle Community Infrastructure Financing Authority.

SAFETY: Mr. Robinette

Ordinance C-40-17 Enact Section 521.21 of the Codified Ordinances titled Public Nuisance. Second reading and public hearing.

LANDS: Mr. Bennett

Ordinance C-43-17 Approve a Special Use Permit for Valvoline Instant Oil Change located on Meadow Pond Court for Automotive Services. First reading.

Ordinance C-44-17 Amend Ordinance C-83-15, approving a Special Use Permit for Daystarz Child Care located at 3323 Cleveland Avenue, to permit the Playground Relocation. First reading.

Resolution CR-34-17 Approve the Development Plan for Valvoline Instant Oil Change located on Meadow Pond Court, West of N. Meadows Drive.

Resolution CR-35-17 Approve the Development Plan for Gantz Road Medical Office Building located at 2005 Stringtown Road.

Resolution CR-36-17 Approve the Development Plan for ELW Company Expansion located at 6483 Seeds Road.

New Business: Deborah Hackathorn, Civic Point

ON FILE: Minutes of: 08/07 - Council Meeting; 8/08 - Planning Commission

Date: 08/15/17	No.: C-41-17
Introduced By: Mr. Davis	1st Reading: 08/21/17
Committee: Finance	Public Notice: 8/24/17
Originated By: Mr. Turner	2nd Reading: 09/05/17
Approved: Mr. Boso	Passed: ____ Rejected:
Emergency: ___ 30 Days: ___	Codified: ____ Code No:
Current Expense: XX	Passage Publication:

ORDINANCE C-41-17

AN ORDINANCE TO APPROPRIATE $202,805.00 FROM THE ROCKFORD TAX INCREMENT EQUIVALENT FUND FOR THE CURRENT EXPENSE OF MAKING PAYMENTS IN ACCORDANCE WITH THE INFRASTRUCTURE AGREEMENT WITH ROCKFORD HOMES

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 Franklin County Auditor 2nd half settlement for the Rockford TIF has been received; and

WHEREAS, the Rockford Homes Infrastructure Agreement and the Jackson Township Compensation Agreement approved by Ordinance C-116-05 require funds to be disbursed to the developer within 60 days of receipt.

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

SECTION 1. There is hereby appropriated $202,805.00 from the unappropriated monies of the Rockford Tax Increment Equivalent Fund to account number 136000.559000 for the current expense of contractual obligations.

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

____
Roby Schottke, President of Council

Passed:
Effective:

____
Richard L. Stage, Mayor

Attest:

____
Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

____
Stephen J. Smith, Director of Law

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: 08/15/17	No.: C-42-17
Introduced By: Mr. Davis	1st Reading: 08/21/17
Committee: Finance	Public Notice: 08/24/17
Originated By: Mr. Smith	2nd Reading: 09/05/17
Approved: Mr. Boso	Passed: ____ Rejected:
Emergency: ___ 30 Days: X	Codified: ___ Code No:
Current Expense: ________	Passage Publication:

ORDINANCE C-42-17

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT WITH 7 STAR ENTERTAINMENT, INC.

WHEREAS, the City of Grove City has encouraged the development of commercial and industrial structures within its boundaries, which development would result in the creation and retention of employment opportunities in the City; and

WHEREAS, to encourage economic development, Council adopted Resolution No. C-2-86 on February 3, 1986, designated the area specified in the Resolution as the Community Reinvestment Area #2 pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 as those sections provided prior to July 1, 1994 (the "Pre-1994 CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the Pre-1994 CRA Act; and

WHEREAS, the City, pursuant to Resolution No. C-7-88, adopted by Council on March 7, 1988, expanded the CRA under the authority of the Pre-1994 CRA Act; and

WHEREAS, the City, pursuant to Resolution No. C-77-92, adopted by Council on September 8, 1992, further expanded the CRA under the authority of the Pre-1994 CRA Act; and

WHEREAS, the City, pursuant to Resolution No. C-19-93, adopted by Council on March 15, 1993, removed land from the CRA under the authority of the Pre-1994 CRA Act; and

WHEREAS, the City, pursuant to Resolution No. C-68-96, adopted by Council on September 3, 1996, further expanded the CRA under the authority of the Pre-1994 CRA Act as amended (the "CRA Act"); and

WHEREAS, Resolution No. C-68-96 expressly limited the exemption from taxation of property added to the CRA therein to new structures classified as to commercial use that satisfy the requirements of R.C. Sections 3735.67 and 3735.671;

WHEREAS, the City, pursuant to Resolution No. C-99-03, adopted by Council on November 3, 2003, added land to and removed land from the CRA under the authority of the CRA Act; and

WHEREAS, pursuant to the CRA Resolution, as amended, and the CRA Act, the City and 7 Star Entertainment, Inc. desire to execute a Community Reinvestment Area Agreement (the "CRA Agreement," substantially in the form attached hereto as Exhibit A and incorporated herein by reference) in connection with the development by the Company of multi-family housing (the "Project," as further described in the CRA Agreement) on certain land owned by or to be owned by the Company in the City, which Project Site was included in the CRA by Resolution C-68-96; and

WHEREAS, the CRA Agreement will provide the Company with a fifteen (15) year, 100% real property tax exemption for the assessed value of new structures constructed at the Project Site; and

WHEREAS, the City has provided notice of the CRA Agreement to the Board of Education of the South-Western City School District, and the Board of Education, pursuant to a Resolution passed August 14, 2017, has approved the execution of the CRA Agreement; and

WHEREAS, the Company and the City desire to execute the CRA Agreement to provide for the successful development of the Project Site, which development will create and preserve employment opportunities in the City and will benefit the citizens of the City.

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

SECTION 1. City Council hereby authorizes the City Administrator to enter into a Community Reinvestment Area Agreement with 7 Star Entertainment, Inc., substantially in the form attached as Exhibit A.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any decision making bodies of the City that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

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

____
Roby Schottke, President of Council

Passed:

____
Richard L. Stage, Mayor

Effective:

Attest:

____
Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

____
Stephen J. Smith, Director of Law

C-42-17
Exhibit "A"

COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement (this "Agreement") made and entered into by and among the CITY OF GROVE CITY (the "City"), a municipal corporation in the State of Ohio (the "State"), through the Council of the City (the "Council"), and 7 STAR ENTERTAINMENT, INC., an Ohio for-profit corporation (the "Company").

WITNESSETH:

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of Franklin County (the "County") that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, to encourage economic development, the City, by Resolution No. C-2-86, adopted by the Council on February 3, 1986 (the "Resolution"), designated the area specified in the Resolution as the Community Reinvestment Area #2 (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 as those sections provided prior to July 1, 1994 (the "Pre-1994 CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the Pre-1994 CRA Act; and

WHEREAS, the City, pursuant to Resolution No. C-7-88, adopted by Council on March 7, 1988, expanded the CRA under the authority of the Pre-1994 CRA Act; and

WHEREAS, the City, pursuant to Resolution No. C-77-92, adopted by Council on September 8, 1992, further expanded the CRA under the authority of the Pre-1994 CRA Act; and

WHEREAS, the City, pursuant to Resolution No. C-19-93, adopted by Council on March 15, 1993, removed land from the CRA under the authority of the Pre-1994 CRA Act; and

WHEREAS, the City, pursuant to Resolution No. C-68-96, adopted by Council on September 3, 1996, further expanded the CRA under the authority of the Pre-1994 CRA Act as amended (the "CRA Act"); and

WHEREAS, Resolution No. C-68-96 expressly limited the exemption from taxation of property added to the CRA therein to new structures classified as to commercial use that satisfy the requirements of R.C. Sections 3735.67 and 3735.671;

WHEREAS, the City, pursuant to Resolution No. C-99-03, adopted by Council on November 3, 2003, added land to and removed land from the CRA under the authority of the CRA Act; and

WHEREAS, the Company intends to improve and develop or cause to be improved or developed the real property contained within the City and the CRA, described in Exhibit A attached hereto (the "Project Site"); and

WHEREAS, the Company has submitted to the City an application for a community reinvestment area agreement (the "Application"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Company proposes to establish on the Project Site certain buildings and improvements, as described in the Application (collectively, the "Project") (each individual building within the Project, with its related site improvements, may be referred to hereinafter from time to time as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Company does not anticipate that it will equip or occupy any portion of the Project Site or any Buildings or hire employees at the Project Site; rather, the Company intends to transfer applicable portions of the Project Site upon which a Building is located or parts thereof to one or more transferees by lease, sale and/or other means of transfer (the Company and such transferees other than by lease, together with any successors and assigns, collectively or singly, as the context requires, may be referred to hereinafter from time to time as an "Owner" or the "Owners"); each such transfer other than by lease may be made pursuant to a certain assignment and assumption agreement as described more fully in Section 16 hereof in order to bind each Owner to and under this Agreement; and

WHEREAS, the Company has remitted or shall remit with the Application the required State of Ohio application fee of $750.00, made payable to the Ohio Development Services Agency, to be forwarded with this Agreement, and has paid any applicable local fees; and

WHEREAS, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671(B), the City and the Company desire to formalize their agreement with respect to matters hereinafter contained; and

WHEREAS, the Project Area is located in the South-Western City School District (the "School District"), and the board of education of the school district has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application and a draft of this Agreement; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the School District has (i) approved the terms of this Agreement, including the 100% real property tax exemption for 15 years; (ii) received or waived its rights to receive the 45 day and 14 day notices under R.C. Sections 3735.67 and 5709.83; and (iii) consented to the approval and execution of this Agreement; and

WHEREAS, the Council, by Ordinance No. _____, adopted on ________, 20__, has approved the terms of this Agreement and authorized its execution on behalf of the City; and]

WHEREAS, the parties recognize that the exact legal and financing structure used by the Owners in developing, equipping and operating the Project may include additional legal entities and may evolve prior to and during the operation of the Project.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. **Project.** The cost of the investments to be made in connection with the Project by the Owners is estimated at around $9,150,000 across multiple phases for construction of new buildings (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory) to contain, cumulatively, more than 140 multi-family units and market-based amentities. There is currently a movie theater at the Project Site. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease significantly. The parties also recognize that costs do not necessarily equal otherwise taxable value.

2. **Values of Personal Property.** The value for Ohio personal property tax purposes of the non-inventory personal property of the Company that is located at another location in Ohio prior to the execution of this Agreement and that is to be relocated from that location to the Project Site is $0.00. The value for Ohio personal property tax purposes of the non-inventory personal property of the Company located at the Project Site prior to the execution of this Agreement is $0.00. The average value for Ohio personal property tax purposes of the inventory of the Company held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is $0.00. The average value for Ohio personal property tax purposes of the inventory of the Company at the Project Site prior to the execution of this Agreement is $0.00.

3. **Project Schedule.** The scheduled estimated starting month for the Project investments to made in building, machinery, equipment, furniture, fixtures and/or inventory is approximately 2nd quarter 2017; and the scheduled estimated completion month for such investments is no later than approximately December 2019. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Sections 6 of this Agreement.

4. **Employee Positions.** The Owners estimate that there will be created at the Project Site, cumulatively, 2 full-time permanent employee positions with an aggregate annual payroll of approximately $80,000 and no part-time permanent employee positions with an aggregate annual payroll of approximately $0.00 upon full build-out of the Project. The Owners estimate that there will be created at the Project Site, cumulatively, approximately no full-time temporary employee positions with an aggregate annual payroll of approximately $0.00 and no part-time temporary employee positions with an aggregate annual payroll of approximately $0.00 upon full build-out of the Project. Hiring of such employees is estimated to commence in approximately January 2020.

Currently, the Owners have 0 employees at the Project Site; therefore, no employee positions will be retained by the Owners in connection with the Project. The Company has no employees in Ohio. The estimates provided in this Section 4 are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the employment and payroll estimates associated with the Project may increase or decrease. The parties also recognize that it is anticipated that all employees at the Project Site will be hired by Owners other than the Company.

5. Provision of Information. Each Owner shall provide to the proper tax incentive review council (the "TIRC") any information reasonably required by the TIRC to evaluate the compliance of such Owner with the Agreement, including returns or annual reports of such Owner filed pursuant to R.C. Section 5711.02 (if any) if requested by the TIRC.

6. Real Property Tax Exemption. The City hereby grants a 15 year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of new structures at the Project Site. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. No exemption shall commence after tax year 2039 (i.e., tax lien date January 1, 2039) nor extend beyond tax year 2053 (i.e., tax lien date January 1, 2053). Although exemption under this Agreement for any separately identifiable real property improvement lasts for only 15 years at the most, the real property exemption period for the Project as a whole is expected to last more than 15 years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by an Owner, or, in accordance with Section 16 of this Agreement, Section 20 of this Agreement, or both Sections 16 and 20 of this Agreement, by another entity or other entities.

7. Application for Exemption. The Owners acknowledge that the tax exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the City for the CRA, following the completion of construction of that real property improvement. The City agrees that upon receipt of the real property tax exemption application, the Housing Officer shall certify the tax exemption to the Franklin County Auditor.

8. Payment of Non-Exempt Taxes.

A. Each Owner shall pay such taxes and real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against such Owner's property and shall file all tax reports and returns as required by law in connection therewith. If an Owner fails to pay such taxes or file such returns and reports, and such failure is not corrected within 30 days of written notice thereof to such Owner, all exemptions from taxation granted under this Agreement with respect to property of such Owner are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s). For purposes of this Section 8, "taxes" means all real property taxes, service payments in lieu of taxes, general and special assessments, and any other governmental charges validly levied or assessed against any Parcel.

B. Each Occupant (defined below) shall pay such City municipal income taxes as are levied against such Occupant and shall file all tax reports and returns as required by law in connection therewith. "Occupant" includes any person having a right to occupy or regularly use all or any portion of any Building, whether such right to occupy or regularly use all or any portion of any Building arises under any lease, license, or other agreement, and whether any such right is granted by an Owner or by any other Occupant, including, but not limited to, third-party logistics companies, but does not include persons that provide limited services to an Owner or an Occupant, such as security guard companies, janitorial service companies and consulting service companies. If an Occupant fails to pay such taxes or file such returns and reports, and such a failure is not corrected by the Occupant or the Owner within ninety (90) days of written notice thereof to such Occupant and to the Owner of the Building (with such notice redacted to the extent necessary to protect confidential information of the Occupant), all exemptions from taxation granted under this Agreement with respect to the Building occupied by such Occupant may be rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter, subject to reinstatement as set forth below. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to Buildings occupied by Occupants other than such defaulting Occupant. For Buildings occupied by more than one Occupant, any exemption rescinded pursuant to this Section shall only be rescinded for that portion of the Building occupied by the Occupant in violation of this Section ("Partial Rescission"). The remaining portion of the Building shall continue to receive any such exemptions granted pursuant to this Agreement. This Partial Rescission shall be effectuated pursuant to R.C. Section 5713.04, which permits parcels to be split-listed when only a portion is exempt from property tax. Upon the completion of the occupancy of a Building by an Occupant that defaulted under this Section, the Owner of the Building may apply for reinstatement of the exemption for the Building, which reinstatement shall not be unreasonably denied, delayed or conditioned by the City. Payment of the Occupant's past-due City income taxes, penalties or interest, if any, shall not be a condition for reinstatement of the exemption.

In addition, each Owner agrees to cause each Occupant of each such Owner's Buildings to provide such information, in such content, detail, and format as shall be reasonably determined by the City, that may be required by the City to enforce its municipal income tax laws, including its obligations to account for and share income tax revenue with any other entity. Each Owner shall include in any lease, license, or any other agreement with any Occupant an acknowledgment of this obligation. Each Owner acknowledges that failure by an Occupant to provide such information may be grounds for modification or termination of the exemptions granted under this Agreement with respect to the portion of any Building occupied by a defaulting Occupant, after the City first provides ninety (90) days' written notice to the Occupant and the Owner in the manner set forth above.

9. Cooperation of the City. The City shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions. The City shall give its fullest cooperation in the development of the Project, including, but not limited to: (i) the review, processing and approval of all building, zoning or other permits, and (ii) all other activities related to the Project.

10. Revocation of CRA. If for any reason the City revokes or purports to revoke the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to such Owner, and consequently, the City terminates or modifies the exemptions from taxation granted in this Agreement with respect to property of such Owner from the date of the material failure. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted in this Agreement with respect to property of Owners other than such defaulting Owner(s). Except for any amendment, revocation, modification, suspension or termination otherwise permitted under this Agreement, the City agrees that it will not amend or revoke the CRA designation as to the Project Site, or modify the incentives available under that designation for the Project Site, prior to 2037.

11. Certification as to No Delinquent Taxes. The Company hereby certifies for itself that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against it. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes. Each Owner shall make the same certification as that made by the Company in this Section 11 in any Assignment and Assumption Agreement.

12. Termination, Suspension or Modification Upon Default. If an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to such Owner (provided, however, that such opportunity to cure such default shall not, under any circumstance, and notwithstanding anything to the contrary in this agreement, toll or otherwise suspend any obligation of any Owner or Occupant to pay any non-exempt taxes, real property taxes, or municipal income taxes), or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate, suspend or modify the exemptions from taxation granted under this Agreement with respect to property of the Owner which is in such default or which has made such fraudulent certification, from the date of the material failure. Any such termination, suspension or modification, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s). Moreover, in recognition of the mutual benefit to be secured from providing exemptions to Owners, which will enable Owners to sell or lease buildings to entities that will cause the creation or retention of employment positions within the City, the City shall limit any termination, suspension or modification so as to limit the effect of the termination, suspension or modification to the owner or entity primarily responsible for the material failure.

13. Approval by the City. The Owners and the City acknowledge that this Agreement must be approved by formal actions of the legislative authority of the City as a condition for this Agreement to take effect. [Because this Agreement was approved by Ordinance No. _______ of the Council on __________, 20__, this Agreement shall be effective immediately upon its execution.][This Agreement takes effect upon such approval.]

14. Non-Discriminatory Hiring. By executing this Agreement, the Owners are committing to following non-discriminating hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

15. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked with respect to an Owner if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into the Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such revocation, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such violating Owner(s).

16. Transfer and/or Assignment; Release from Liability. Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the City, which approval shall not be unreasonably withheld or delayed. The City hereby approves the transfer and/or assignment of this Agreement and the benefits and obligations hereof to Permitted Transferees, subject only to compliance with the procedure stated below in this Section. "Permitted Transferee" as used herein means: (i) each person or entity, except the Company, which is a transferee by lease, sale and/or other means of transfer of all or any part of a Building or the Project Site (each a "Successor") (such transferred property may be referred to hereinafter as the "Transferred Property") from the Company; (ii) each person or entity which is a transferee by lease, sale and/or other means of transfer of Transferred Property from a Successor or Subsequent Successor (each a "Subsequent Successor"); and (iii) any entity affiliated with the Company (including but not limited to subsidiaries, affiliates, joint ventures and/or other arrangements used by Company to carry out the terms of this Agreement) or any such Permitted Transferee as described in the preceding clause (i) (including but not limited to subsidiaries and/or affiliates) and clause (ii) (including but not limited to subsidiaries and/or affiliates); and/or (iii) successor entities to any such Permitted Transferee as described in the preceding clause (i), clause (ii), and clause (iii) as a result of a consolidation, reorganization, acquisition or merger. Provided, however, that as a condition to the right to receive tax exemptions as set forth in this Agreement, each Permitted Transferee shall execute and deliver to the City an Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit C wherein such Permitted Transferee (i) assumes all obligations of the Company under this Agreement with respect to the Transferred Property (whether the Permitted Transferee received the Transferred Property directly from the Company or a Successor or Subsequent Successor), and (ii) certifies to the validity, as to the Permitted Transferee, of the representations, warranties and covenants contained herein and in the Assignment and Assumption Agreement. Upon the receipt by the City of such Assignment and Assumption Agreement, as to the Transferred Property the Permitted Transferee shall have all entitlements and rights to tax exemptions, and obligations, as an "Owner" under this Agreement, in the same manner and with like effect as if the Permitted Transferee had been the original Companyy and a signatory to this

Agreement. The City agrees to execute each such Assignment and Assumption Agreement and to deliver an original thereof to the Permitted Transferee.

17. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

18. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

19. Validity. The Owners covenant and agree that they are prohibited from challenging the validity of this Agreement or the CRA. In that regard, the Owners waive any defects in any proceedings related to the CRA or this Agreement. If the validity of the CRA or this Agreement is challenged by any entity or individual, whether private or public, the Owners shall advocate diligently and in good faith in support of the validity of the CRA and this Agreement.

20. Modifications. If, notwithstanding Section 16 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by the Owners in developing, equipping and operating the Project, the Owners shall request an amendment to this Agreement.

21. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed deliver upon receipt of confirmation of transmission:

If to the City, to:

4035 Broadway
Grove City, OH 43123
Attention: Director of Finance
Phone: (614) 277-3004

With a copy to:

Frost Brown Todd LLP
One Columbus, Suite 2300
10 West Broad Street
Columbus, OH 43215
Attention: Stephen J. Smith, Law Director
Phone: (614) 559-7258

If to the Owner, to:

7 Star Entertainment, Inc.
107 Governor Foraker Place
Hillsboro, OH 45133
Attention: Susan L. Davis
Phone: (937) 393-4000

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

22. R.C. Section 9.66 Covenants. Each of the Owners affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of any of the Owners has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such Owner shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section 9.66(C)(2) and such Owner shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six (6) months. Any such requirement to return benefits under this Agreement, and/or ineligibility for future economic development assistance, as provided in this Section, shall have no applicability to nor effect on Owners other than such violating Owner(s).

23. Annual Fee. The Company shall pay an initial fee equal to $[2,500] and the Owners shall pay an annual fee equal to the greater of one percent of the amount of taxes exempted under this Agreement or five hundred dollars; provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars. The fee shall be payable to Council once per year for each year this Agreement is effective on [________________] of each such year. [Fees received by Council shall be deposited in a special fund created by Resolution No. ____ adopted by Council on ___________, and shall be used for the purposes set forth in that resolution.]

24. Notice of Vacancy. If at any time during the term of this Agreement any Owner shall receive notice from any Occupant that such Occupant shall vacate its right to occupy or use any portion of the Property, such Owner shall, within twenty (20) business days of its receipt of such notice, send such notice to the City in accordance with the provisions of this Agreement regarding notice.

25. Estoppel Certificate. Upon request of an Owner, the City shall execute and deliver to the Owner or any proposed purchaser, mortgagee or lessee a certificate stating: (a) that the Agreement is in full force and effect, if the same is true; (b) that the Owner is not in default under any of the terms, covenants or conditions of the Agreement, or if the Owner is in default, specifying same; and (c) such other matters as the Owner reasonably requests.

26. Entire Agreement. This Agreement and the Resolution constitute the entire agreement between the Company and the City pertaining to the subject matter contained herein and therein and supersede all other prior or contemporaneous agreements or understandings between the Company and the City in connection with such subject matter.

[Remainder of this Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of ____________.

CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

By:____________________________________
Richard L. Stage, Mayor

By Resolution No. ______ dated ________, 20__
Verified and Certified:

____
Director of Finance

APPROVED AS TO FORM:

____
Stephen J. Smith, Law Director

7 STAR ENTERTAINMENT, INC., an Ohio for profit corporation

By:____________________________________

Print Name: ___________________________
Title: _________________

STATE OF _______,

COUNTY OF __________, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of ________, 20__, by Richard L. Stage, the Mayor of the City of Grove City, a municipal corporation of the State of Ohio, on behalf of the municipal corporation.

____
Notary Public

STATE OF _______,

COUNTY OF __________, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of ________, 20__, by _____________, the ______________ of 7 Star Entertainment Inc., an Ohio for profit corporation.

____
Notary Public

Note: ***A copy of this Agreement must be forwarded to the Ohio Development Services Agency by the City within fifteen (15) days of execution.***

APPROVAL OF BOARD OF EDUCATION

The Board of Education of the South-Western City School District hereby approves and consents to the foregoing Community Reinvestment Area Agreement.

BOARD OF EDUCATION OF THE
SOUTH-WESTERN CITY SCHOOL DISTRICT

By: ______________________________

Print Name: ______________________

Title: ____________________________

Date: ____________________________

EXHIBIT A
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Legal Descriptions of Project Site

32968101

Jerry A. Malott
Surveying Company

EXHIBIT "A"

6810 EAST MAIN STREET REYNOLDSBURG, OHIO 43068-2251 (614) 577-0957

PARCEL I: 08/30/96
DESCRIPTION OF 5.704 ACRES

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GROVE CITY, VIRGINIA MILITARY SURVEY NO. 8231 AND BEING BOUNDED AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIN AT THE NORTHEAST CORNER OF 3.144 ACRE TRACT CONVEYED TO LOUISE WEETHEE AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT IN THE WESTERLY LINE OF STR[illegible] CONNECTION SUBDIVISION;

THENCE NORTH 81°03'05" WEST A DISTANCE OF 439.54 FEET TO A POINT;
THENCE NORTH 06°43'52" EAST A DISTANCE OF 660.74 FEET TO A POINT;
THENCE SOUTH 83°21'19" EAST A DISTANCE OF 303.05 FEET TO A POINT;
THENCE SOUTH 04°51'37" EAST A DISTANCE OF 397.26 FEET TO A POINT;
THENCE SOUTH 04°17'54" EAST A DISTANCE OF 294.49 FEET TO THE PLACE OF BEGINNING AND CONTAINING 5.704 ACRES MORE OR LESS, SUBJECT HOWEVER TO ANY EASEMENTS, RESTRICTIONS OR RIGHT-OF-WAYS OF RECORD. THIS DESCRIPTION WAS BASED ON A SURVEY BY THE JERRY A. MALOTT SURVEYING CO. IN OCTOBER, 1980.

Jerry A. Malott
JERRY A. MALOTT
REGISTERED SURVEYOR NO. 5963

All of
5711
5652
(040)

STATE OF OHIO
JERRY A. MALOTT
PS-5963
REGISTERED
PROFESSIONAL SURVEYOR

Description Verified
John Circle, P.E., P.S.
Franklin County Engineer
Date: 9/3/96

EXHIBIT B
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Application for Community Reinvestment Area Agreement

(attached hereto)

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Grove City, Ohio located in the County of Franklin and State of Ohio.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

7 Star Entertainment, Inc. Enterprise Name	Susan L. Davis Contact Person
107 Governor Foraker Place, Hillsboro, OH 45133 Address	937-393-4000 Telephone Number

b. Project site:

Parcel ID #'s: 040-005711-00 & 040-005652-00

Susan Davis
Contact Person

2384 Stringtown Rd, Grove City, OH Address	937-393-4000 Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Multi-family housing development

b. List primary 6 digit North American Industry Classification System (NAICS) # 236116. Business may list other relevant SIC numbers.

c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: N/A

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Corporation

3. Name of principal owner(s) or officers of the business.

Susan L. Davis

4. a. State the enterprise's current employment level at the proposed project site:

Zero

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes___ No_X__

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

-0-

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

N/A

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state? Yes ___ No _X_

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No _X__

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?
Yes ___ No _X__

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets). N/A

6. Project Description: Subject to zoning approvals, construction of a multi-family housing development with up to 140 units, and market-based amenities.

7. Project will begin the 2nd quarter of 2018 and be completed by December 31, 2019 provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

On-site property manager and an on-site maintenance manager

b. State the time frame of this projected hiring: Upon completion of construction (est. 1.5 years).

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

Upon Completion of construction of project

9. a. Estimate the amount of annual payroll such new employees will add $80,000 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: $0

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A.	Acquisition of Buildings:	$ 0
B.	Additions/New Construction:	$ 9,000,000
C.	Improvements to existing buildings:	$ 0
D.	Machinery & Equipment:	$ 50,000
E.	Furniture & Fixtures:	$ 100,000
F.	Inventory:	$ 0

Total New Project Investment: **$ 9,150,000**

11. a. Business requests the following tax exemption incentives: 100 % for 15 years covering construction of new structures as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

Evergreen Capital Partners LLC (a joint venture between Fairway Realty, LLC and Metropolitan Holding, LLC) has a purchase contract with 7 Star Entertainment to purchase site and will develop multi-family housing on the site. The request is made for the tax incentive to make the project financially feasible.

Submission of this application expressly authorizes the City of Grove City, Ohio to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

7 Star Entertainment, Inc.	7/31/2017
Name of Property Owner/Seller	Date
	Susan L. Davis
Signature	Typed Name and Title

Evergreen Capital Partners LLC	7/31/2017
Name of Purchaser/Developer	Date
	Mark W. Catalano
Signature	Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal <u>must</u> be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

EXHIBIT C
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Form of Assignment and Assumption Agreement

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the City of Grove City (the "City"), a political subdivision of the State of Ohio, through the City Council of the City (the "Council"); ____________________, a ________________ (the "Assignor") and ____________________ ____________, a ____________________ (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between 7 Star Entertainment, Inc. (the "Company") and the City, made effective ______________ (the "CRA Agreement,") a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, the City, by Resolution No. C-2-86, adopted by the Council on February 3, 1986 (the "Resolution"), designated the area specified in the Resolution as the Community Reinvestment Area #2 (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 as those sections provided prior to July 1, 1994 (the "Pre-1994 CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the Pre-1994 CRA Act; and

WHEREAS, the City, pursuant to Resolution No. C-7-88, adopted by Council on March 7, 1988, expanded the CRA under the authority of the Pre-1994 CRA Act; and

WHEREAS, the City, pursuant to Resolution No. C-77-92, adopted by Council on September 8, 1992, further expanded the CRA under the authority of the Pre-1994 CRA Act; and

WHEREAS, the City, pursuant to Resolution No. C-19-93, adopted by Council on March 15, 1993, removed land from the CRA under the authority of the Pre-1994 CRA Act; and

WHEREAS, the City, pursuant to Resolution No. C-68-96, adopted by Council on September 3, 1996, further expanded the CRA under the authority of the Pre-1994 CRA Act as amended (the "CRA Act"); and

WHEREAS, Resolution No. C-68-96 expressly limited the exemption from taxation of property added to the CRA therein to new structures classified as to commercial use that satisfy the requirements of R.C. Sections 3735.67 and 3735.671;

WHEREAS, the City, pursuant to Resolution No. C-99-03, adopted by Council on November 3, 2003, added land to and removed land from the CRA under the authority of the CRA Act; and

WHEREAS, on ______________, the Company and the City entered into the CRA Agreement, concerning the development of multi-family housing with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain ____________________ dated as of ____________, 20__ (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit B and incorporated herein, the Successor has succeeded on _______________, 20__ (the "Transfer Date") to the interest of the Assignor (or a successor to the Assignor) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the City is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement and the Company acknowledges its continued obligations under the CRA Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 ("Project"), Section 4 ("Employee Positions"), Section 5 ("Provision of Information"), Section 7 ("Application for Exemption"), Section 8 ("Payment of Non-Exempt Taxes"), Section 11 ("Certification as to No Delinquent Taxes"), Section 14 ("Non-Discriminatory Hiring"), Section 19 ("Validity"), Section 22 ("R.C. Section 9.66 Covenants"), Section 23 ("Annual Fee"), and Section 24 ("Notice of Vacancy").

2. The City acknowledges through the Transfer Date that the CRA Agreement is in full force and effect [the following portion will be included if the facts support it][, confirms that the Company has complied with the CRA Agreement with regard to the Transferred Property,] and releases the Company from liability for any defaults occurring after the Transfer Date with regard to the Transferred Property.

3. The Successor further certifies that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).

4. The City agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Company) to the CRA Agreement.

5. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

____
____
____
Phone: __________________
Fax: ____________________

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of ________________.

CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

By:____
Richard L. Stage, Mayor

By Resolution No. ______ dated ________, 20__
Verified and Certified:

____
Director of Finance

APPROVED AS TO FORM:

____
Stephen J. Smith, Law Director

COMPANY

______________, a ____________

By:______________________________________

Print Name: ______________________________

Title:____________________________________

SUCCESSOR

______[name of Successor]________

By:______________________________________

Print Name: ______________________________

Title:____________________________________

ACKNOWLEDGMENT OF COMPANY

The Company(as defined in the CRA Agreement) hereby confirms its obligations under the CRA Agreement and hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Company (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property); and (ii) certifies to the validity, as to the Company as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Company that are contained in the CRA Agreement.

7 STAR ENTERTAINMENT, INC., an Ohio for profit corporation

By:______________________________________

Print Name: ______________________
Title: ____________________

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of CRA Agreement

(attached hereto)

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

Date:	08/15/17	No.:	C-42-17
Introduced By:	Mr. Davis	1st Reading:	08/21/17
Committee:	Finance	Public Notice:	08/24/17
Originated By:	Mr. Smith	2nd Reading:	09/05/17
Approved:	Mr. Boso	Passed: ____ Rejected:	
Emergency: ___	30 Days: X	Codified: ___ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE C-42-17

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT WITH 7 STAR ENTERTAINMENT, INC.

WHEREAS, the City of Grove City has encouraged the development of commercial and industrial structures within its boundaries, which development would result in the creation and retention of employment opportunities in the City; and

WHEREAS, to encourage economic development, Council adopted Resolution No. C-2-86 on February 3, 1986, designated the area specified in the Resolution as the Community Reinvestment Area #2 pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 as those sections provided prior to July 1, 1994 (the "Pre-1994 CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the Pre-1994 CRA Act; and

WHEREAS, the City, pursuant to Resolution No. C-7-88, adopted by Council on March 7, 1988, expanded the CRA under the authority of the Pre-1994 CRA Act; and

WHEREAS, the City, pursuant to Resolution No. C-77-92, adopted by Council on September 8, 1992, further expanded the CRA under the authority of the Pre-1994 CRA Act; and

WHEREAS, the City, pursuant to Resolution No. C-19-93, adopted by Council on March 15, 1993, removed land from the CRA under the authority of the Pre-1994 CRA Act; and

WHEREAS, the City, pursuant to Resolution No. C-68-96, adopted by Council on September 3, 1996, further expanded the CRA under the authority of the Pre-1994 CRA Act as amended (the "CRA Act"); and

WHEREAS, Resolution No. C-68-96 expressly limited the exemption from taxation of property added to the CRA therein to new structures classified as to commercial use that satisfy the requirements of R.C. Sections 3735.67 and 3735.671;

WHEREAS, the City, pursuant to Resolution No. C-99-03, adopted by Council on November 3, 2003, added land to and removed land from the CRA under the authority of the CRA Act; and

WHEREAS, pursuant to the CRA Resolution, as amended, and the CRA Act, the City and 7 Star Entertainment, Inc. desire to execute a Community Reinvestment Area Agreement (the "CRA Agreement," substantially in the form attached hereto as Exhibit A and incorporated herein by reference) in connection with the development by the Company of multi-family housing (the "Project," as further described in the CRA Agreement) on certain land owned by or to be owned by the Company in the City, which Project Site was included in the CRA by Resolution C-68-96; and

WHEREAS, the CRA Agreement will provide the Company with a fifteen (15) year, 100% real property tax exemption for the assessed value of new structures constructed at the Project Site; and

WHEREAS, the City has provided notice of the CRA Agreement to the Board of Education of the South-Western City School District, and the Board of Education, pursuant to a Resolution passed August 14, 2017, has approved the execution of the CRA Agreement; and

WHEREAS, the Company and the City desire to execute the CRA Agreement to provide for the successful development of the Project Site, which development will create and preserve employment opportunities in the City and will benefit the citizens of the City.

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

SECTION 1. City Council hereby authorizes the City Administrator to enter into a Community Reinvestment Area Agreement with 7 Star Entertainment, Inc., substantially in the form attached as Exhibit A.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any decision making bodies of the City that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

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

____
Roby Schottke, President of Council

Passed:

____
Richard L. Stage, Mayor

Effective:

Attest:

____
Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

____
Stephen J. Smith, Director of Law

Date: 08/14/17	No.: CR-33-17
Introduced By: Mr. Davis	1st Reading: 08/21/17
Committee: Lands	Public Notice:
Originated By: Plan. Comm.	2nd Reading:
Approved:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

RESOLUTION NO. CR-33-17

A RESOLUTION TO APPOINT CHARLES W. BOSO, JR. TO THE BOARD OF TRUSTEES OF THE PINNACLE COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY

WHEREAS, the Pinnacle Community Infrastructure Financing Authority was established pursuant Resolution Number 275-04 of the Board of County Commissioners of Franklin County, Ohio, pursuant to Ohio Revised Code Chapter 349, on March 30, 2004; and

WHEREAS, pursuant to R.C. Section 349.04, the County Commissioners, as the "organizational board of commissioners" at the time, appointed Charles W. Boso, Jr. as the representative of local government member of the Board of Trustees of the Authority in Resolution Number 276-04; and

WHEREAS, Mr. Boso has served as the representative of local government member of the Trustees since 2004, however, Mr. Boso is currently serving a holdover term since his last reappointment by the County Commissioners expired on December 31, 2014; and

WHEREAS, since House Bill 64 of the 130th General Assembly became effective on September 29, 2015, the Council of the City of Grove City, Ohio is the "organizational board of commissioners," as that term is defined in R.C. Section 349.01(F)(3), because the Authority is located entirely within the corporate boundaries of the City of Grove City; and

WHEREAS, this Council, as the "organizational board of commissioners" has the authority to appoint a representative of local government to serve as members of the Trustees; and

WHEREAS, it is desirous to appoint Mr. Boso as the local government representative member of the Trustees with a term ending on December 31, 2018.

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

SECTION 1. Charles W. Boso, City Administrator, is hereby appointed as the local government representative member of the Pinnacle Community Infrastructure Financing Authority for a term ending on December 31, 2018.

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

Roby Schottke, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Date:	07/31/17	No.:	C-40-17
Introduced By:	Mr. Robinette	1st Reading:	07/07/17
Committee:	Safety	Public Notice:	07/10/17
Originated By:	Mayor Stage	2nd Reading:	07/21/17
Approved:		Passed: ____ Rejected:	
Emergency: ____	30 Days: X	Codified: ___ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE C-40-17

AN ORDINANCE ENACTING SECTION 521.21 OF THE CODIFIED ORDINANCES OF THE CITY OF GROVE CITY, OHIO TITLED PUBLIC NUISANCE

WHEREAS, for a variety of social, economic and personal reasons, individuals might dwell in their vehicles on City public streets; and

WHEREAS, substantial public health, safety and quality of life concerns are posed by individuals who use their vehicles for dwelling on public streets; and

WHEREAS, the City has an interest in balancing the needs of those individuals who dwell in their vehicles and the needs of all City residents, businesses and visitors; and

WHEREAS, the City intends to provide public outreach regarding the provisions of this ordinance.

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

SECTION 1. Section 521.21 is hereby enacted as follows:

521.21 PUBLIC NUISANCE.

(a) **Any person dwelling in an automobile, trailer, house trailer, camper, van, truck, pickup truck, recreational vehicle, boat or other vehicle or equipment used for sleeping, cooking or other living purposes within the right-of-way as defined in Section 301.32 shall constitute a public nuisance.**

(b) **Whoever violates this Section, is guilty of a minor misdemeanor. Each day a violation exists shall constitute a separate offense.**

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

August 7, 2017

Dear President Schottke and City Council Members,

For three months, I have had a convicted pedophile leer at and wave to the little children that come to see me at my office every day. This 45-50 year old scruffy looking man hunches over his steering wheel behind our garbage bin in his beat up old blue mustang, watching our every move. He is there nearly every single morning before I arrive. He knows my schedule, he knows my license plate number, he knows my husband, and I can only assume, knows where I live. He knows all the precious families that I serve every day, and he knows and watches with intent all their children.

On days when I've felt particularly alone or nervous and we've called the police, it sometimes takes hours for them to show up, and sometimes they're not able to come at all. But even when they do, they tell me there is nothing to be done. He is permitted to sit and gawk to his heart's content. If I'm really nervous and afraid, and can wait for them to come, they will walk me to my car.

He sleeps there, he eats there, he waits for each family to arrive. I don't know where he goes to the bathroom or showers, all I know is that he always, always returns. I can only imagine what he does in his car all those endless hours....

My name is Karen Holinga, a.k.a. The Reading Doctor, Inc. I have a Ph.D. in Developmental Reading and I help families from all over Ohio teach their dyslexic children to read. Each year I see over 700 families and approximately 1500 children, hundreds from the greater Columbus and Southwestern City Schools district. Many years ago I was the principal at the Grove City Nazarene church school. Ten years ago my husband and I moved to the Pinnacle from Orient, and four years ago Ike asked my husband, George, to serve on the Building and Zoning Committee, which he has happily done. We love Grove City and we are proud and happy to be here.

Tonight we are asking you, as guardians of our community and our children, to consider and pass an ordinance written by our City Attorney, under the direction of our Mayor, that will prohibit people to live in their vehicles on our streets. This, we have been told, is the only way we can disallow this person to do what he is doing without interference. We are very worried that he will eventually do something that we would all deeply regret, and ultimately, be held accountable for. Thank you for your time.

Sincerely,

Karen J. Holinga, Ph.D.

Karen J. Holinga, Ph.D.
1903 Ohio Drive
Grove City, OH 43123
c 614.560.0105   George c 614.570.1939

Date: 08/15/17	No.: C-43-17
Introduced By: Mr. Bennett	1st Reading: 08/21/17
Committee: Lands	Public Notice: 8/23/17
Originated By: Plan. Comm.	2nd Reading: 09/05/17
Approved:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

ORDINANCE C-43-17

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR AUTOMOTIVE SERVICES FOR VALVOLINE INSTANT OIL CHANGE LOCATED ON MEADOW POND COURT AND WEST OF NORTH MEADOWS DRIVE

WHEREAS, Valvoline Instant Oil Change, applicant, has submitted a request for a Special Use Permit for Automotive Services located south on Meadow Pond Court and West of North Meadows Drive; and

WHEREAS, on August 8, 2017, 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)A1f is hereby issued to Valvoline Instant Oil Change, located South on Meadow Pond Court and West of North Meadows Drive, as submitted.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 08/16/17	No.: C-44-17
Introduced By: Mr. Bennett	1st Reading: 08/21/17
Committee: Lands	Public Notice: 8/23/17
Originated By: Plan. Comm.	2nd Reading: 09/05/17
Approved: ____	Passed: ____ Rejected: ____
Emergency: ____ 30 Days: ____	Codified: ____ Code No: ____
Current Expense: ____	Passage Publication: ____

ORDINANCE C-44-17

AN ORDINANCE TO AMEND ORDINANCE C-83-15, A SPECIAL USE PERMIT FOR DAYSTARZ CHILD CARE LOCATED AT 3323 CLEVELAND AVENUE, TO PERMIT THE RELOCATION OF THE PLAYGROUND

WHEREAS, on November 02, 2015, Council approved a Special Use Permit for Daystarz Child Care located at 3323 Cleveland Avenue; and

WHEREAS, as part of the approval, a playground area was located directly behind 3946 Broadway; and

WHEREAS, Daystarz Child Care wishes to relocate the playground area directly outside their door, in the parking lot area; and

WHEREAS, on August 8, 2017, the Planning Commission of the City of Grove City recommended the approval of amending the Special Use Permit, at this location, to allow for an 18' x 18' play area with the following stipulations:

1. Bollards shall have decorative caps matching the character of those utilized throughout the Town Center; and
2. Landscape planters shall be located around the paly area, as approved by the Urban Forester.

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

SECTION 1. Ordinance C-83-15 is hereby amended to permit the relocation of the playground area for Daystarz Child Care, located at 3323 Cleveland Avenue, contingent upon the stipulations set by Planning Commission.

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

____
Roby Schottke, President of Council

Passed:

____
Richard L. Stage, Mayor

Effective:

Attest: ______________________________
Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance

Date:	08/16/17	No.:	CR-34-17
Introduced By:	Mr. Bennett	1st Reading:	08/21/17
Committee:	Lands	Public Notice:	
Originated By:	Plan. Comm.	2nd Reading:	
Approved:		Passed: ___ Rejected:	
Emergency: ___ 30 Days:		Codified: ___ Code No:	
Current Expense:		Passage Publication:	

RESOLUTION NO. CR-34-17

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR VALVOLINE INSTANT OIL CHANGE LOCATED ON MEADOW POND COURT, WEST OF N MEADOWS DRIVE

WHEREAS, on August 08, 2017, the Planning Commission recommended approval of the Development Plan for Valvoline Instant Oil Change, with the following deviations and stipulations:

1. Parking spaces shall be granted a *deviation* to the minimum square foot requirement, to be 162 square feet in size;
2. A "Do Not Enter" sign shall be placed at the one-way drive at the southwest corner of the lot;
3. The evergreen shrubs used to screen the parking lot's frontage from Meadow Pond Court and London-Groveport Road shall be a 36" in height at installation;
4. A note shall be added to the Landscape Plan stating that all service structures shall be screened per Section 1136.08 of the Grove City Code;
5. Permanent shrubs shall be installed around the base of the monument sign in conformance with Section 1136.09;
6. The Tree Planting Typical shall state that 50% of the burlap and wire cage will be removed at installation;
7. The monument sign shall be removed from plans and instead Valvoline be given space on the multi-tenant monument sign located on the property to the west.

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 Valvoline Instant Oil Change, contingent upon the deviations and stipulations set by Planning Commission.

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

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

Roby Schottke, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Date: 08/16/17	No.: CR-35-17
Introduced By: Mr. Bennett	1st Reading: 08/21/17
Committee: Lands	Public Notice:
Originated By: Plan. Comm.	2nd Reading:
Approved:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

RESOLUTION NO. CR-35-17

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR GANTZ ROAD Medical Office Building LOCATED AT 2005 STRINGTOWN ROAD

WHEREAS, on August 08, 2017, the Planning Commission recommended approval of the Development Plan for Gantz Road MOB, with the following deviations and stipulations:

1. A variance shall be obtained from the Board of Zoning Appeals for a reduced parking setback along the east property line;
2. The building shall be finished in brick on the north and east elevations. The remainder of the structure shall be stucco in a neutral tone with a brick water table;
3. Landscaping around the parking lot shall be installed according to Section 1136.06(b);
4. Landscaping around the perimeter of the building shall be installed according to Section 1136.09Aa)(3);
5. The monument sign shall be set in landscaped area according to Section 1139.09(a)(3);
6. The development shall be screened from the residential property to the south according to Section 1136.07 for landscaping buffers relating to uncomplimentary land uses;
7. A note shall be added to the landscape plan stating that all service structures shall be screened per Section 1136.08;
8. A note shall be added to the landscape plan stating that Hydro-mulch or Penn-mulch will be used for grass seed;
9. An irrigation plan shall be submitted showing irrigation on 75% - 100% of the entire property and 100% of all landscaping areas adjacent to the structure;
10. Lighting fixtures on th4 site shall match the lighting fixtures currently located on the parcel (matching the decorative fixtures on the Golden Corral and McDonald's site).

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 Gantz Road Medical Office Building located at 2005 Stringtown Road, contingent upon the deviations and stipulations set by Planning Commission.

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

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

Roby Schottke, President of Council

Date: 08/16/17	No.: CR-36-17
Introduced By: Mr. Bennett	1st Reading: 08/21/17
Committee: Lands	Public Notice:
Originated By: Plan. Comm.	2nd Reading:
Approved:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

RESOLUTION NO. CR-36-17

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR ELW COMPANY EXPANSION LOCATED AT 6483 SEEDS ROAD

WHEREAS, on August 08, 2017, the Planning Commission recommended approval of the Development Plan for ELW Company Expansion, with the following deviations and stipulations:

1. A variance shall be obtained from the Board of Zoning Appeals for a reduced building setback (40.8') from the west/rear property line;
2. A variance shall be obtained from the Board of Zoning Appeals for the additional 12,000 square feet of gravel added in the southwest portion of the property as shown on the submitted site plan;
3. A variance shall be obtained from the Board of Zoning Appeals for a reduced rear parking lot setback (20') and corresp9onding landscaping along the west property line.

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 ELW Company Expansion located at 6483 Seeds Road, contingent upon the deviations and stipulations set by Planning Commission.

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

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

Roby Schottke, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form.

Stephen J. Smith, Director of Law