

**GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA**

Aug. 01, 2022

6:30 Caucus

7:00 p.m. Regular Meeting

Call to Order: President Berry

Roll Call: Clerk of Council

Approval of Minutes

Presentation: Police Officer Swearing In

Welcome & Reading of Agenda: Pres. Berry

LANDS: Mr. Schottke

Ordinance C-47-22 Approve a Special Use Permit for a Daycare for Primrose School at Beulah Park located on Farm Bank Way. Second reading and public hearing.

Ordinance C-49-22 Authorize the City Administrator to enter into a Community Reinvestment Area Agreement/New Community Authority Agreement with Buckeye Ranch Inc. Second reading and public hearing.

Ordinance C-51-22 Amend Ordinance C-18-83 describing the Boundaries of Community Reinvestment Area No. 1 to Include Additional Parcels. First reading.

Resolution CR-44-22 Set Forth, as required by Section 709.023 of the Ohio Revised Code, the Municipal Services that can be furnished to 10.63 acres located at 2110 White Road in Jackson Township upon its Annexation to the City of Grove City.

SERVICE: Ms. Houk

Ordinance C-52-22 Accept a Public Utilities Easement on the Pinnacle Quarry Site. First reading.

FINANCE: Mr. Holt

Ordinance C-50-22 Appropriate \$212,100.00 from the General Fund and Authorize the City Administrator to enter into an Agreement with EMH&T for an alignment and Feasibility Study for an I-71 Overpass and submit application for Mid-Ohio Regional Planning Commission Attributable Funds. Second reading and public hearing.

Resolution CR-45-22 Waive the bidding provisions of Section 139.05 of the Codified Ordinances for the 4444 Broadway Complex located at the corner of Ventura and Broadway.

Call for New Business

Call for Dept. Reports & Closing Comments

Adjourn

ON FILE: Minutes of: 7/18 Council

Date: 07/12/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days
Current Expense: _____

No.: C-47-22
1st Reading: 07/18/22
Public Notice: 7/19/22
2nd Reading: 08/01/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-47-22

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A DAYCARE FOR PRIMROSE SCHOOL AT BEULAH PARK LOCATED ON FARM BANK WAY

WHEREAS, Primrose School at Beulah Park, applicant, has submitted a request for a Special Use Permit for a Daycare Center located on Farm Bank Way; and

WHEREAS, on July 05, 2022, 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)A1p is hereby issued to Primrose School at Beulah Park, located on Farm Bank Way, 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: 07/12/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: x
Current Expense:

No.: C-49-22
1st Reading: 07/18/22
Public Notice: 07/19/22
2nd Reading: 08/01/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-49-22

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT/NEW COMMUNITY AUTHORITY AGREEMENT WITH BUCKEYE RANCH INC.

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

WHEREAS, to encourage such economic development, Council adopted Ordinance No. C-18-83 on April 18, 1983, designating the area specified in the Ordinance as the Community Reinvestment Area #1 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 within the boundaries of the Community Reinvestment Area #1 in accordance with the Pre-1994 CRA Act; and

WHEREAS, the City can make one final expansion to the Community Reinvestment Area #1 by adding additional acreage to this incentive district under the Pre-1994 CRA designation; and

WHEREAS, the approved 2019 Thoroughfare Map shows the extension of a roadway through the Buckeye Ranch Inc. property, associated with the Southwest Regional Medical and Innovation Gateway; and

WHEREAS, this roadway extension will create opportunities to develop portions of the Buckeye Ranch Inc. property, currently exempt from property tax given the current use, with commercial, office, and other non-residential uses in line with the GroveCity2050 Community Plan; and

WHEREAS, including the property in the Community Reinvestment Area and New Community Authority will generate funds toward public improvements and services; and

WHEREAS, Buckeye Ranch Inc., the owner of the property located on Hoover Road and described and illustrated in Exhibit 1 attached hereto (the "Property"), and the City desire to execute a Community Reinvestment Area/New Community Authority Agreement (the "CRA Agreement" substantially in the form attached hereto as Exhibit A and incorporated herein by reference); and

WHEREAS, the Buckeye Ranch Board has signed the CRA Agreement, to provide for the successful future development of the Property, which development will create and preserve employment opportunities in the City and will benefit the citizens of the City of Grove 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/New Community Authority Agreement with Buckeye Ranch, Inc., substantially in the form attached as Exhibit B, for the purpose of including the Property into the Community Reinvestment Area #1.

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.

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

C-49-22
Exhibit A

COMMUNITY REINVESTMENT AREA/ NEW COMMUNITY AUTHORITY AGREEMENT

This Community Reinvestment Area/New Community Authority Agreement (the "Agreement") is made and entered into the ____ day of _____, 2022 (the "Effective Date") by and between the City of Grove City, Ohio (the "City") and Buckeye Ranch Inc. (the "Property Owner").

I. Background

- A. Property Owner is the owner of property consisting of approximately eighty-four (84) acres of land located in the City of Grove City, the depiction of which is attached hereto as **Exhibit "1"** (the "Property"). A legal description of the Property will be provided upon the execution of this Agreement by both parties.
- B. The Property Owner desires that the City expand the boundary of the existing pre-1994 Community Reinvestment Area # 1 (the "CRA") to include the Property in order for the Property to be eligible for a property tax exemption as set forth in the Terms and Conditions portion of this Agreement.
- C. The City desires to expand the boundaries of the CRA to include the Property, subject to the Terms and Conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the parties hereto, the City and Property Owner agree as follows:

II. Terms and Conditions

- A. Background. The above Background is incorporated into the Terms and Conditions as if fully written herein.
- B. CRA Expansion. Upon Property Owner's execution of this Agreement, the City shall proceed with the expansion of the CRA to include the Property. Property Owner acknowledges that the expansion of the CRA includes multiple parcels of property, including parcels that will have to be annexed into the City. For that reason, the expansion of the CRA may take a few months or longer to complete.
- C. New Community Authority. In consideration of, and as a contingency to, the City's expansion of the CRA to include the Property, Property Owner agrees to petition, after the successful expansion of the CRA, along with other property owners, for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") for the purpose of causing the property owners within the expanded CRA area to pay a community development charge equal to the following percentages of the real estate taxes that would have been due but for the tax abatement created by the CRA: (i) for medical, office, and research and development uses, property owner shall pay an NCA charge of

fifteen percent (15%); and (ii) for all other uses, property owner shall pay an NCA of one hundred percent (100%), unless otherwise agreed to by the City. The proceeds of the NCA charge will be paid to the Community Authority that will use the funds for future public infrastructure benefiting the CRA expanded area. The net effect of the NCA charge is that the properties within the CRA expanded area, including the Property, will receive an effective eighty-five percent (85%) real property tax abatement on the increased valuation of the Property attributable to new construction for purposes of medical, office, and research and development uses. If Property Owner fails to sign the NCA petition, the Property will be removed from the expanded CRA.

- D. Termination. Unless otherwise extended by the City, this Agreement shall terminate two (2) years after the Effective Date if the CRA has not been expanded to include the Property.
- E. Condition Precedent. Property Owner and the City acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the City Council and Property Owner's Board of Directors and shall take effect upon such approval and executions. Property Owner and the City also acknowledge that any action on the expansion of the CRA must be approved by the City Council. This Agreement shall not go into effect unless executed by Property Owner prior to July 1, 2022.
- F. Quail Creek Boulevard. The City desires to extend Quail Creek Boulevard through a portion of the Property. The City and Property Owner agree to cooperate in an attempt to establish a mutually acceptable road alignment through Property Owner's Property. In the event that the City determines it is necessary to exercise its power of eminent domain to acquire a portion of Owner's Property for the Quail Creek Road extension, Property Owner agrees that the value of the Property attributable to the CRA designation shall not be considered in determining the Property's fair market value for compensation purposes. To that end, the City and Property Owner would instruct their respective appraisers to value Owner's Property as though the CRA does not exist.
- G. Miscellaneous.
1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.
 2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impractically, and/or acts of God.
 3. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City.

4. Addresses for Notices. Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent by national courier service or certified/registered U.S. Mail, to all parties of this Agreement, or such other method as mutually agreeable:

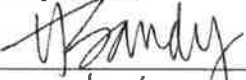
If to Property Owner: Buckeye Ranch LLC
5665 Hoover Road
Grove City, Ohio 43123
Attn: President & CEO

If to City: City of Grove City
4035 Broadway
Grove City, Ohio 43123
Attn: City Administrator

5. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
6. Entire Agreement Merger Clause; Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
7. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.
8. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.
9. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
10. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.
11. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

by: 
Date: 07/07/2022

City of Grove City

by: _____

Date: _____

per authority granted by

Ordinance No.: _____

Passed _____, 202_.

Approved as to Form:

Stephen J. Smith, Law Director

EXHIBIT I



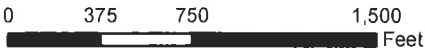
Disclaimer

The information on this map was derived from Grove City's Geographic Information System (GIS). Extensive detail and attention was given to the creation of this map to maximize its accuracy but is provided "as is". Grove City cannot accept responsibility for any errors, omissions, or positional inaccuracies that may have occurred before, during, or after production. Therefore, no warranties accompany this product. Although information from land/field surveys may have been utilized during the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product prior to making any decisions.

BUCKEYE RANCH INC

-  Proposed CRA Addition
-  Existing CRA Boundary

1 inch = 750 feet



Date: 07/25/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Rauch
Sponsor: Mr. Boso
Emergency: 30 Days: XX
Current Expense:

No.: C-51-22
1st Reading: 08/01/22
Public Notice: 08/02/22
2nd Reading: 08/15/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-51 -22

AN ORDINANCE TO AMEND ORDINANCE NO. C-18-83 DESCRIBING THE BOUNDARIES OF "COMMUNITY REINVESTMENT AREA NO. 1" TO INCLUDE ADDITIONAL PARCELS

WHEREAS, this Council of the City of Grove City by Ordinance No. C-18-83 designated the Community Reinvestment Area #1 as a community reinvestment area established by Sections 3735.65 to 3735.70 of the Ohio Revised Code 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 within the boundaries of the Community Reinvestment Area #1 in accordance with the Pre-1994 CRA Act; and

WHEREAS, this Council amended the CRA Ordinance twice prior to July 1, 1994, by Ordinance No. C-55-93 and by Ordinance No. C-45-94, each Ordinance expanding the area of the district; and

WHEREAS, this Council further amended the CRA Ordinance by Ordinance No. C-62-99, expanding the area of the District, and constituting the first amendment pursuant to Section 3735.661 of the Ohio Revised Code; and

WHEREAS, this Council further amended the CRA Ordinance by Ordinance No. C-45-04, reducing the area of the District and not constituting an amendment under Section 3735.661 of the Ohio Revised Code; and

WHEREAS, the City is making its second and final amendment to the CRA Ordinance pursuant to Section 3735.661 of the Ohio Revised Code; and

WHEREAS, due to the impacts on properties located in the southwestern portion of the City, it is necessary to provide economic incentives in order to encourage clean and desirable development in this geographical area of the City; and

WHEREAS, the necessity for economic incentive is documented by the Housing Study completed by the City (attached as Exhibit C); and

WHEREAS, the City desires to expand Community Reinvestment Area #1 in order to encourage such clean and desirable development.

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 boundaries of Community Reinvestment Area #1 are hereby amended to include the additional parcels contained in Exhibit A and such revised boundaries are shown on the map contained in Exhibit B, each of which are incorporated herein by reference. Council finds that the area delineated in Exhibits

A and B complies with the Community Reinvestment Area definitions in Section 3735.65 of the Ohio Revised Code.

SECTION 2. Council further hereby authorizes and directs the City Administrator, the Director of Law, the Director of Finance, and the Clerk of Council to take any other actions as may be appropriate to implement this Ordinance without further legislation being required.

SECTION 3. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 4. 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

EXHIBIT A
Identification of Parcels

Expansion Area:

042-000005
040-017487
040-017488
040-017489
040-017493
040-017491
040-017490
040-017494
040-017495
040-008056
040-016111
040-016672
040-004957
040-010035
040-011577
040-015051
040-015053
040-015052
040-016737
040-016738
040-010369
040-015060
040-015058
040-004974
040-015059
040-015733

EXHIBIT B
Map of Community Reinvestment Area #1

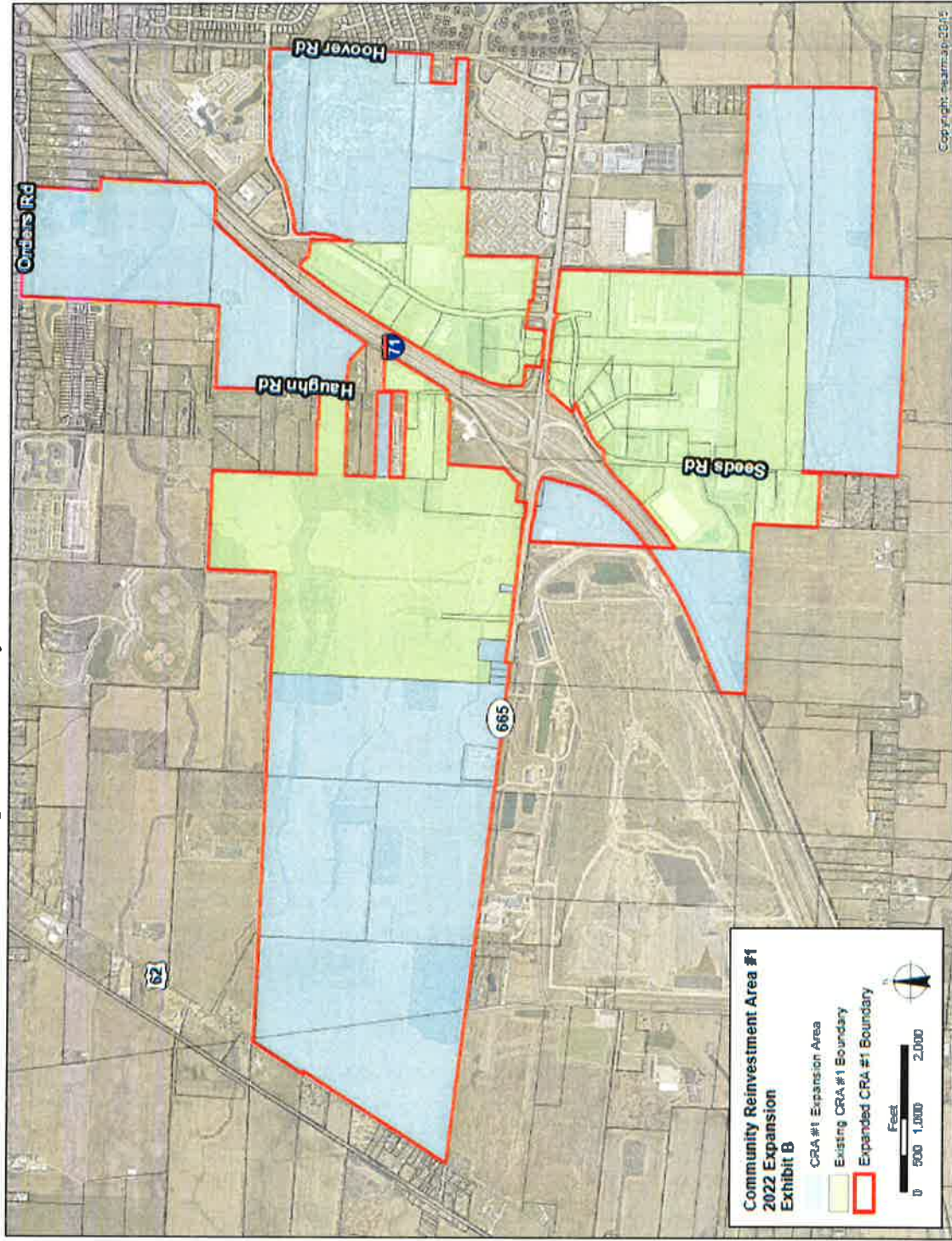


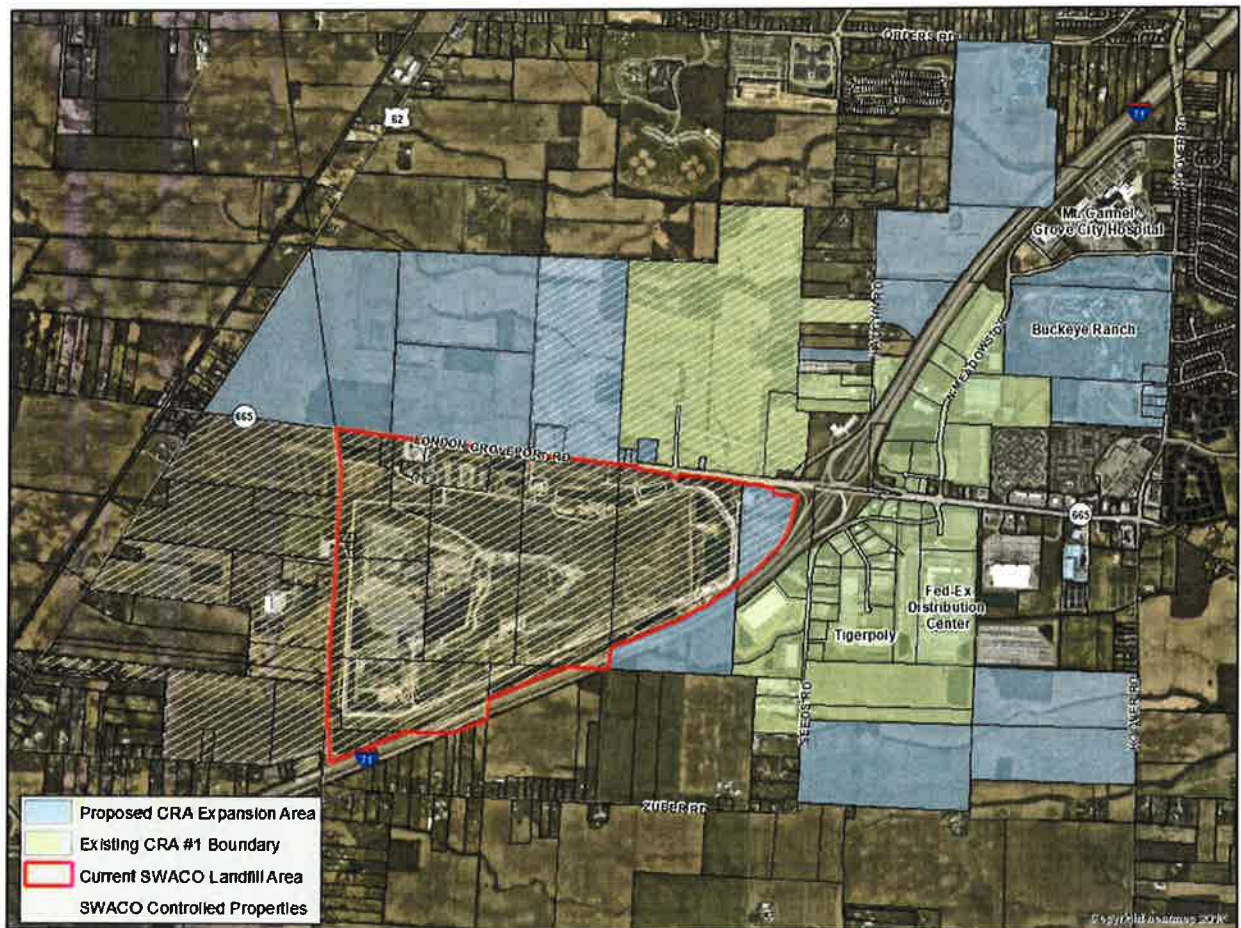
EXHIBIT C
Grove City Housing Analysis
Community Reinvestment Area (CRA) #1 Expansion

Ohio Revised Code (ORC) section 3735.65 requires that areas within a Community Reinvestment Area (CRA) have an adopted resolution containing a statement of finding that the area is “one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged.” As part of efforts to expand CRA #1, the City of Grove City conducted a housing study on April 27, 2022 to show that the proposed expansion area meets this ORC requirement.

This study included the review of 28 properties (encompassing approximately 902 acres) for the proposed addition to CRA #1. CRA #1 is located in the southern portion of the community directly across from the Solid Waste Authority of Central Ohio’s (SWACO) active landfill operation.

The image below (Figure 1) denotes the boundary of CRA #1 (green) as well as the proposed expansion properties (blue). The Franklin County Sanitary Landfill (outlined in red) is an active operation and displayed to give insight into the implicit impact to existing housing and commercial and industrial development in the immediate vicinity.

Figure 1



Background

Approximately 430 acres of land owned by SWACO serves as the Franklin County Sanitary Landfill and according to their materials over one (1) million tons is disposed of annually. As the Columbus Region continues to grow, undoubtedly so will the landfill. Furthermore, in 2017 the Ohio Environmental Protection Agency (OEPA) approved a permit, allowing the landfill to increase by an additional 175 feet in height (from 1,075 to 1,250 mean sea level) to provide an additional 50 years of operating life.

While SWACO and Grove City often work collaboratively, there are unavoidable impacts to our community from having an active landfilling operation. By the nature of all the traffic entering and exiting our community daily, there is an inordinate amount of wear and tear along our roadways and interchanges. Due to these reasons, land adjacent to the landfill is not suitable for residential use. Due to the impact of such operations, this area needs to be incentivized to attract desirable and more suitable non-residential land uses (industrial and commercial) to make the land productive.



Additionally, there has been investment (approximately \$40 million) from local, regional, state, and federal partners for the interchange at S.R. 665 and I-71. This improvement was not only to manage the traffic, but to help attract and spur future development and investment to the area. The City is working with SWACO, to develop an innovative business park on approximately 364 acres it owns on the northside of S.R. 665 for industrial uses related to diverting materials from the landfill and back into the supply chain.

Existing Conditions

This area is primarily agricultural or commercial in nature, with few single-family residences present. Only five homes exist in this area, and per the Franklin County Auditor, were constructed between 1880 and 1984. Four of the homes remain occupied and are located on active farms. The home located at 5989 Haughn Road is no longer used residentially, and the property has been sold to a company hoping to

redevelop the site into a commercial use. The images below show the existing homes in the proposed area.



5316 Harrisburg Pike (Source: Franklin Co. Auditor)



5989 Haughn Road (Source: Google Maps)



5460 Haughn Road (Source Franklin Co. Auditor)



6524 Seeds Road (Source: Franklin Co. Auditor)



5867 Haughn Road (Source: Google Maps)



Existing Conditions in Proposed Area (Source: Google Maps)



Existing Conditions in Proposed Area (Source: Google Maps)



Future SWACO Expansion Area



Current SWACO Landfill Entrance (S.R. 665)

*Current SWACO
Landfill (S.R. 665)*



*Current SWACO
Landfill (I-71)*



*Current SWACO
Landfill (I-71)*



Analysis

Because this area is ill suited for residential development, it was determined to be more appropriate for future commercial and industrial development. It is meant to help act as a buffer and transitional area between the Franklin County Sanitary Landfill and residential to the north. The original Grove City Council Ordinance for CRA #1 from 1983 (CR-18-83) indicated that it was intended to encourage economic stability, maintain property values, and create new employment opportunities, while discouraging the construction or repair of residential buildings or structures.

In keeping with the intent of the Ordinance, the future land use map within the GroveCity2050 Community Plan recommends this area to be used for industrial, technical, and research and development uses, to help guide that future growth.

Conclusion

The proposed CRA #1 expansion area, due to the existing conditions and challenges noted in this Housing Analysis, meet the findings to be eligible to be included in a CRA based on the ORC requirement of an area in which "housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged."

Date: 07/25/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: City Clerk
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-44-22
1st Reading: 08/01/2022
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-44-22

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.023
OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN
BE FURNISHED TO 10.63 ACRES LOCATED AT 2110 WHITE ROAD IN
JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

WHEREAS, a petition to annex 10.63+ acres located at 2110 White Rd, in Jackson Township to the City of Grove City and signed by Leroy L. Geyer, Trustee of the Trust of Leroy L. Geyer, was filed with the Board of County Commissioners of Franklin County, Ohio; and

WHEREAS, a hearing on this petition is scheduled before the Board of County Commissioners of Franklin County; and

WHEREAS, Section 709.023(c) of the Ohio Revised Code requires that the legislative authority of the municipality to which the annexation is proposed adopt a statement indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon its annexation.

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

SECTION 1. Upon its annexation to the City of Grove City, the 10.63+ acres located at 2110 White Road, proposed for annexation by Leroy L. Geyer, Trustee of the Trust of Leroy L. Geyer, will receive the following municipal services from the City of Grove City:

- | | |
|-------------------------|--|
| Fire: | Jackson Township will continue to provide Fire protection. |
| Police: | The City of Grove City, Police department, will provide police protection. |
| Water: | The City of Grove City has a water service area contract with the City of Columbus, and the subject property is within the service area. Conditional on the ability of the City of Columbus to provide water, the City of Grove City will have the ability to service this area. It is understood that all water line extensions are the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available. |
| Sanitary Sewer: | The City has a written service area contract with the City of Columbus and the subject property is within the service area. Conditioned on the ability of the City of Columbus to provide sufficient sewage disposal capacity, the City of Grove City will have the ability to service the area. It is understood that all extensions of the sanitary sewer service is the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available. |
| Solid Waste Collection: | Subject property is now serviced by and will continue to be serviced by a publicly bid contract for solid waste and recycling services. |

Zoning:

In accordance with Section 1139.05(a) the Codified Ordinances of Grove City, Ohio, all annexed territory zoned under County or Township zoning shall be classified at the most comparable district of the Grove City Zoning Code, unless otherwise requested by the petitioner and approved by the City Council at which time a buffer will be required if the requested zoning classification is clearly incompatible with uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the territory is to be annexed.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

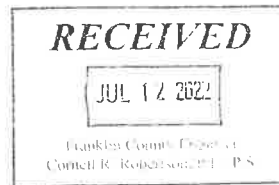
I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

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

By JRR Date 07/12/2022

**PROPOSED ANNEXATION
10.63± ACRES**



FROM: TOWNSHIP OF JACKSON

TO: CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Township of Jackson, in Survey Number 8231, Virginia Military District, being all of that 10.627 acre tract of land conveyed to Leroy Geyer, Trustee by deed of record in Instrument Number 201802060016114, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the southeasterly corner of said 10.627 acre tract, the northeasterly corner of that 0.329 acre tract conveyed to City of Grove City, Ohio by deed of record in Instrument Number 201101100004886, in the westerly line of the subdivision entitled "Keller Farm East Section Two", of record in Plat Book 71, Page 85, in the existing City of Grove City corporation line, as established by Ordinance Number C-15-11 (unrecorded), in the northerly right of way line of White Road (Variable width);

Thence westerly, with the northerly of said 0.329 acre tract, said northerly right of way line, and said corporation line, a distance of approximately 314 feet to point;

Thence westerly, with the northerly of said 0.329 acre tract, said northerly right of way line, and said corporation line, a distance of approximately 656 feet to a point in the easterly right of way line of McDowell Road (60' wide), in the existing City of Grove City corporation line, established by Ordinance Number C-52-88, of record in Official Record 12437F20;

Thence northwesterly, with said easterly right of way line and said corporation line, a distance of approximately 58 feet to a point;

Thence northerly, with said easterly right of way line and said corporation line, a distance of approximately 421 feet to the southwesterly corner of Lot 22 of the subdivision entitled "Keller Farm East Section One", of record in Plat Book 69, Page 68;

Thence easterly, with the southerly line of said Section 1, the southerly line of said Section Two, and with said corporation line, a distance of approximately 1012 feet to a point;

Thence southerly, with the easterly line of said Section Two and with said corporation line, a distance of approximately 452 feet to the POINT OF BEGINNING, containing 10.63 acres of land, more or less.

This description is for annexation purposes only and is not to be used for transfer.

Total perimeter of annexation area is 2,913 feet, all of which is contiguous with the City of Grove City by Ordinance Number C-52-88 and Ordinance Number C-15-11, giving 100% perimeter contiguity.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

Matthew A. Kirk
Professional Surveyor No. 7865

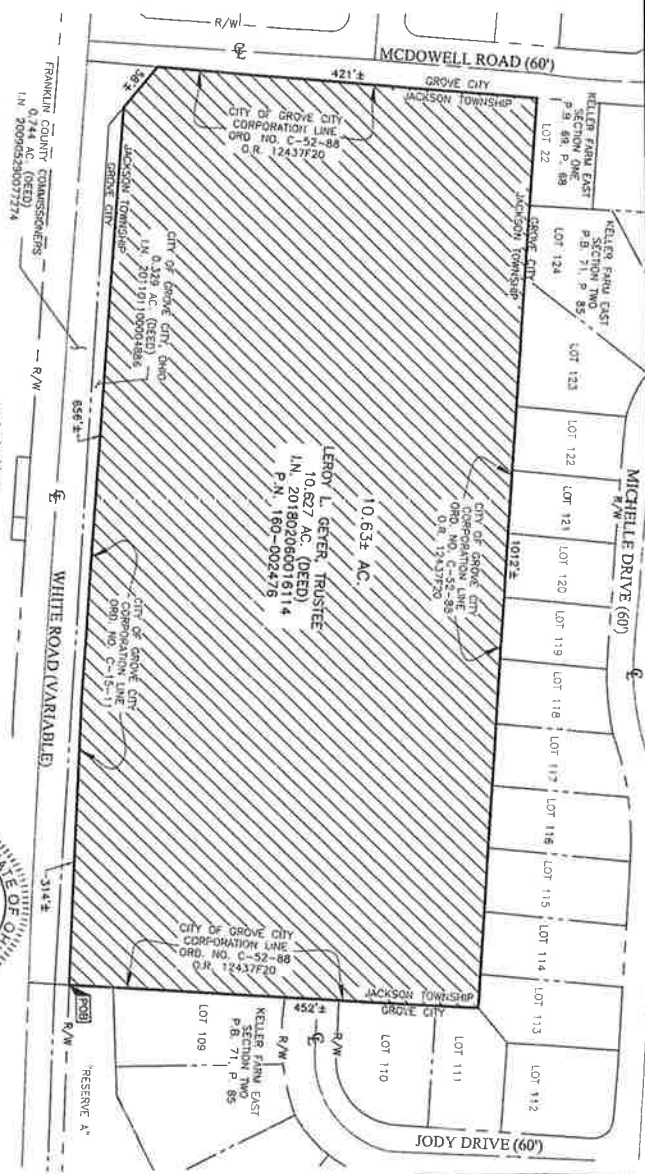
7 JUL 22

Date

EMH
 ENGINEERING, SURVEYING & PLANNING
 10000 W. 12TH AVE., SUITE 100
 DENVER, CO 80231
 PHONE: 303.733.0000 FAX: 303.733.0001
 WWW.EMH.COM

PROPOSED ANNEXATION OF 10.63 ± ACRE FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY
 VIRGINIA MILITARY DISTRICT
 SURVEY NO. 831
 TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date:	July 7, 2022
Scale:	1" = 100'
Job No:	2022-0629
Sheet No:	1 of 1



AREA TO BE ANNEXED
 FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY
 PROPOSED CITY OF GROVE CITY CORPORATION LINE
 EXISTING CITY OF GROVE CITY CORPORATION LINE

Continuity Note:
 Total perimeter of annexation area is 2913 feet, all of which is contiguous with the City of Grove City by Ordinance Number C-52-88 and Ordinance Number C-15-11, giving 100% perimeter continuity.
 Note:
 This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.

By: Matthew A. Kirk
 Matthew A. Kirk
 Professional Surveyor No. 7865
 Date: 7 June 22
 matk@emh.com

ANNEXATION
 PLAT & DESCRIPTION
 ACCEPTABLE
 CORNELL R. ROBERTSON, P.E., P.S.
 FRANKLIN COUNTY ENGINEER
 By: [Signature] Date: 07/14/2022

RECEIVED
 JUL 17 2022
 Franklin County Engineer
 Cornell R. Robertson, P.E., P.S.

Date: 07/25/22
Introduced By: Ms. Houk
Committee: Service
88Originated By: Ms. Kelly
Sponsor: Ms. Houk
Emergency: 30 Days: XX
Current Expense:

No.: C-52-22
1st Reading: 08/01/22
Public Notice: 08/02/22
2nd Reading: 08/15/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-52-22

AN ORDINANCE TO ACCEPT A PUBLIC UTILITIES EASEMENT ON THE PINNACLE QUARRY SITE

WHEREAS, the developer of the Pinnacle Quarry site has granted a public utilities easement that will be necessary to serve the property to the City; and

WHEREAS, the Developer has asked the City to accept the easement.

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

SECTION 1. The public utilities easement as generally shown and described in Exhibit "A" is hereby accepted.

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

C-52-22
Exhibit A

Portion above reserved for County Recorder, Engineer and Auditor's Offices Use

PERMANENT EASEMENT FOR PUBLIC UTILITIES

THIS PERMANENT EASEMENT FOR PUBLIC UTILITIES (the "Easement") is made and entered into this ____ day of _____ 2022, by and between **M/I Homes of Central Ohio, LLC**, an Ohio limited liability company ("Grantor"), whose tax mailing address is 4131 Worth Avenue, Columbus, Ohio 43219, and the **City of Grove City, Ohio**, an Ohio municipal corporation ("Grantee"), whose mailing address is 4035 Broadway, Grove City, Ohio 43123.

BACKGROUND INFORMATION

WHEREAS, Grantor owns the real property identified as Lots 111 and 112 of the subdivision entitled Pinnacle Quarry Section 1 of record in Plat Book 132, Page 19 (the "Grantor's Property");

WHEREAS, Grantee desires a permanent easement over, under, and through those portions of the Grantor's Property legally described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the "Easement Area") for the following purposes: construction, installation, operation, maintenance, repair, and replacement of public electric utilities; and

WHEREAS, Grantor desires to grant a permanent easement over, under, and through the Easement Area for the benefit of Grantee for those purposes upon the terms and conditions set forth in this Easement.

STATEMENT OF AGREEMENT

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

1. Grant of Permanent Easement. Grantor grants to Grantee, its agents, employees, independent contractors, and successors and assigns, a permanent, exclusive easement in, over, under, and through the Easement Area for the following purposes: (i) to construct, install, operate, maintain, repair, and replace public electric utilities including, but not limited to utility lines for electric facilities and appurtenances incidental thereto, including, but not limited to, conduits, equipment, meters, valves, regulators, manholes, fixtures, and other appurtenances and facilities; (ii) for other construction purposes related to the project, including, but not limited to, grading and slope construction; and (iii) the right to do all things necessary, proper, or incidental to the successful operation and maintenance of such utilities. Grantee, as soon as reasonably practicable after construction and installation of such utilities, including any alterations and repairs thereto, and completion of the grading work, shall cause the Easement Area to be restored to its former condition as nearly as is reasonably practicable. Grantee shall have the right to remove any and all vegetation growing within the Easement Area as is reasonably necessary to facilitate Grantee's use thereof as permitted by this Easement. Grantor has the right to enter on the Easement

Area for any purpose whatsoever provided such entry by Grantor does not in any way impair or hinder the rights granted to Grantee in this Easement.

Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth herein.

2. Waiver. Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

3. Severability. In the event any provision of this Easement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. Captions and Pronoun Usage. The captions and section numbers in this Easement are for convenience only and shall not be deemed to be a part hereof. The pronouns used herein shall be considered as meaning the person, number, and gender appropriate under the circumstances at any given time.

5. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Ohio.

6. Modification. This Easement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.

7. Benefit. This Easement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

8. Authority. Grantor represents and warrants that it has the full right and authority to enter into this Easement and grants the rights hereby conveyed to Grantee.

[Signature Pages to Follow]

Executed this _____ day of _____, 2022.

GRANTOR:

M/I HOMES OF CENTRAL OHIO, LLC, an Ohio
limited liability company

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, the _____ of M/I Homes of Central Ohio, an Ohio limited liability company, on behalf of the company. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

Notary Public

Executed this _____ day of _____, 2022.

GRANTEE:

CITY OF GROVE CITY, OHIO,
an Ohio municipal corporation

By: _____

Name: _____

Its: _____

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, the _____ of the City of Grove City, Ohio, an Ohio municipal corporation. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

Notary Public

This Instrument Prepared By:

Elizabeth Seedorf, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215

Exhibit A

ELECTRIC EASEMENT 0.017 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, in Virginia Military Survey Number 469, being on, over and across of Lots 111 and 112 of the subdivision entitled "Pinnacle Quarry Section 1", of record in Plat Book 132, Page 19 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the northeasterly corner of said Lot 112, the northwesterly corner of said Lot 111, in the southerly right of way line of Quarry Oak Drive;

Thence with said southerly right of way line and with the arc of a curve to the left, having a central angle of $00^{\circ} 13' 45''$, a radius of 750.00 feet, an arc length of 3.00 feet, a chord bearing of North $68^{\circ} 37' 25''$ East and chord distance of 3.00 feet to a point;

Thence South $21^{\circ} 15' 42''$ East, crossing said Lot 111, a distance of 120.00 feet to a point in the northerly line of Reserve "E" of the subdivision entitled "Pinnacle Quarry Section 3", of record in Plat Book 132, Page 90;

Thence with said northerly line and with the arc of a curve to the right, having a central angle of $00^{\circ} 23' 43''$, a radius of 870.00 feet, an arc length of 6.00 feet, a chord bearing of South $68^{\circ} 44' 18''$ West and chord distance of 6.00 feet to a point;

Thence North $21^{\circ} 15' 42''$ West, crossing said Lot 112, a distance of 120.00 feet to a point in the southerly right of way line of said Quarry Oak Drive;

Thence with said southerly right of way line and with the arc of a curve to the left, having a central angle of $00^{\circ} 13' 45''$, a radius of 750.00 feet, an arc length of 3.00 feet, a chord bearing of North $68^{\circ} 51' 12''$ East and chord distance of 3.00 feet to POINT OF BEGINNING, containing 0.017 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

Matthew A. Kirk
Professional Surveyor No. 7865

9 JUNE 22

Date



Exhibit B



Evans, Mechwart, Hambledon & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4520 Toll Free: 888.775.3648
emht.com

ELECTRIC EASEMENT

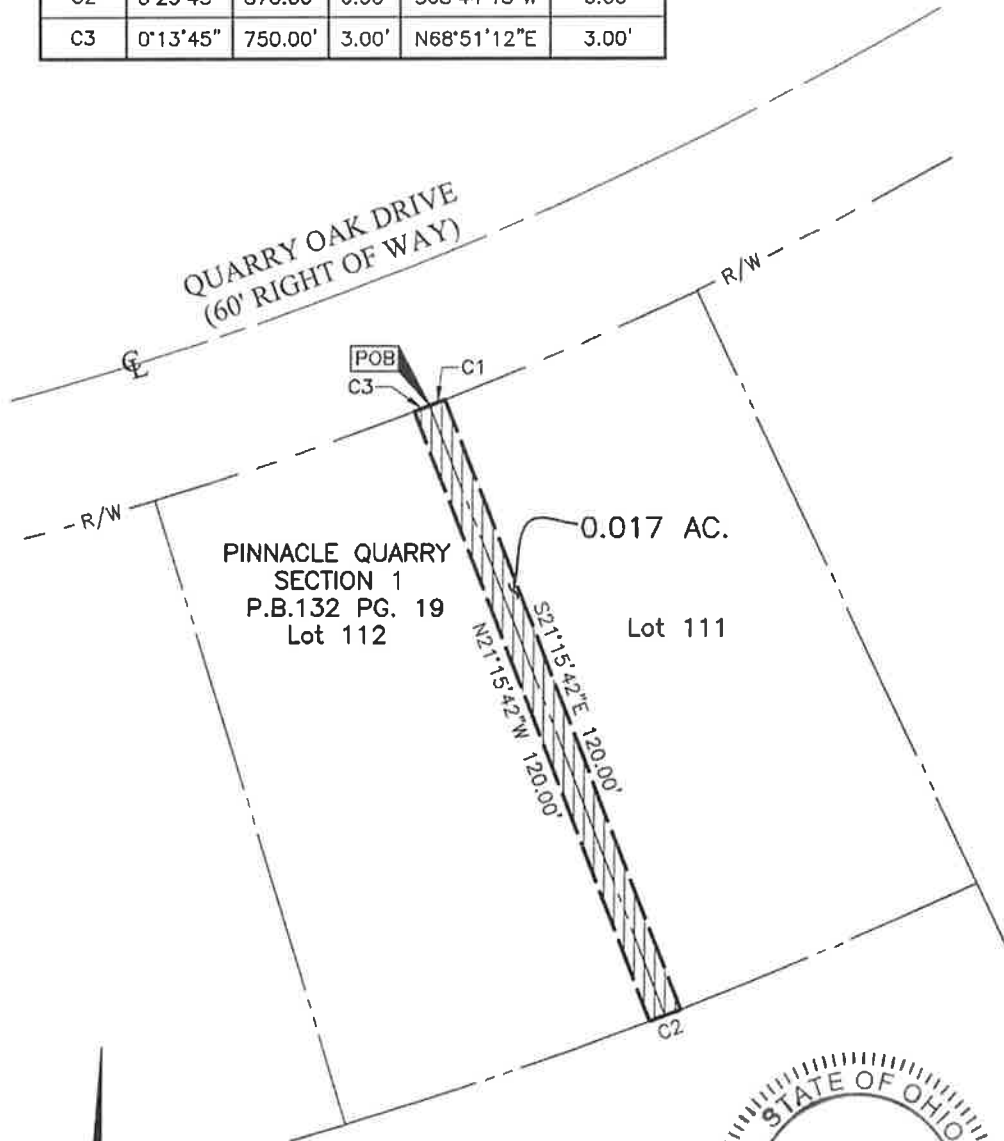
SURVEY NO. 469

VIRGINIA MILITARY DISTRICT

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 9, 2022 Scale: 1" = 30' Job No: 2018-0064 Sheet No: 1 of 1

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CH. DIST.
C1	0°13'45"	750.00'	3.00'	N68°37'25"E	3.00'
C2	0°23'43"	870.00'	6.00'	S68°44'18"W	6.00'
C3	0°13'45"	750.00'	3.00'	N68°51'12"E	3.00'



By Matthew A. Kirk 9 JUNE 22
Matthew A. Kirk
Professional Surveyor No. 7865
mkirk@emht.com
Date

J:\20180064\PINNACLE QUARRY EASEMENTS\20180064-YS-ESMT-ELEC-01.DWG plotted by DISTELHORST, NICOLE on 6/9/2022 12:34:24 PM last saved by DISTELHORST, NICOLE on 6/9/2022 12:34:14 PM

Date: 07/12/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: x
Current Expense: _____

No. : C-50-22
1st Reading: 07/18/22
Public Notice: 07/19/22
2nd Reading: 08/01/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-50-22

AN ORDINANCE TO APPROPRIATE \$212,100.00 AND AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH EMH&T FOR AN ALIGNMENT AND FEASIBILITY STUDY FOR AN I-71 OVERPASS AND SUBMIT APPLICATION FOR MID OHIO REGIONAL PLANNING COMMISSION ATTRIBUTABLE FUNDS

WHEREAS, Grove City is a growing community bisected by I-71 with limited east/west connections; and

WHEREAS, on January 16, 2018, City Council accepted the GroveCity2050 Community Plan that had a focus on future land use, transportation, and economic development; and

WHEREAS, the adopted GroveCity2050 Community Plan first identified a desire to locate an overpass over I-71 to provide further east/west connectivity in the southern portion of Grove City; and

WHEREAS, on April 15, 2019 City Council accepted the City of Grove City Thoroughfare Map in order to plan future growth and development in Grove City; and

WHEREAS, the feasibility of the proposed overpass alignment must be studied in terms of roadway alignment, bridge configuration, hydraulic modeling along with environmental and utility reviews; and must be coordinated with the Ohio Department of Transportation to ensure compliance with design, environmental and funding requirements; and

WHEREAS, the City has been working with property owners and other community partners to plan for desirable and intentional growth in the southwestern portion of the community including the future roadways in this area; and

WHEREAS, the southwestern portion of the City is planned for future economic development and job growth, and the addition of an overpass may aid in continued diversification of the economy through the creation of sites for additional medical and innovative businesses; and

WHEREAS, the City desires to apply for various funding sources to offset the initial capital cost for the improvements, including but not exclusive to Federal Attributable Funds through MORPC and Roadwork Development (629) Funds; and

WHEREAS, EMH&T has provided an estimate to complete the study totaling \$212,100.00.

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

SECTION 1. There is hereby appropriated \$212,100.00 from the unappropriated monies of the General Fund to account number 100120.541300 for the current expense of engineering services for the I71 overpass.

SECTION 2. This Council hereby supports and authorizes the City Administrator to enter into an agreement with EMH&T for a total of \$212,100.00 for obtaining an alignment and feasibility study of a proposed I-71 overpass to examine the economic, traffic, utility, and environmental impact and submit MORPC attributable funding screener and application.

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

Passed:

Effective:

Attest:

I Certify that this ordinance is correct as to form.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

Michael A. Turner, Director of Finance

Date: 07/26/22
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense:

No.: CR-45-22
1st Reading: 08/01/22
Public Notice: 0 / /22
2nd Reading: 0 / /22
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION CR-45-22

A RESOLUTION TO WAIVE THE BIDDING PROVISIONS OF SECTION 139.05 OF THE CODIFIED ORDINANCES FOR THE 4444 BROADWAY COMPLEX LOCATED AT THE CORNER OF VENTURA AND BROADWAY

WHEREAS, in 2021, the City purchased the 4444 Broadway Complex located at the Corner of Ventura and Broadway; and

WHEREAS, the City needs to renovate the three buildings so that they are fit for City use; and

WHEREAS, the City has obtained multiple quotes for each part of the renovation; and

WHEREAS, in lieu of formal bidding, the City wishes to accept the lowest and best quotes for each part of the renovation.

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

SECTION 1. The bidding provisions of Section 139.05 of the Codified Ordinances are hereby waived, and the City is authorized to accept the lowest and best quotes for each part of the renovation.

SECTION 2. The resolution shall take effect at the earliest opportunity afforded 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
resolution is correct as to form.

Stephen J. Smith, Director of Law