

**GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA**

July 18, 2022

6:30 Caucus

7:00 p.m. Regular Meeting

Call to Order: President Berry

Roll Call: Clerk of Council

Approval of Minutes

Presentation: STEM Recipient

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. First reading.
- Ordinance C-48-22 Approve the Rezoning of 5.32+ acres located at 5873 Haughn Road from Rural to IND-1 (light industry). First reading.
- Ordinance C-49-22 Authorize the City Administrator to enter into a Community Reinvestment Area Agreement/New Community Authority Agreement with Buckeye Ranch Inc. First reading.
- Resolution CR-40-22 Approve the Development Plan for Petsuites Grove City located at 1260, 1270 & 1280 Stringtown Road.
- Resolution CR-41-22 Approve the Development Plan for South-Western Career Academy Addition located at 4750 Big Run Road.
- Resolution CR-42-22 Authorize and Direct the City Administrator to execute and sign a petition on behalf of the City to Create a New Community Authority and a New Community District under Chapter 349 of the Ohio Revised Code.
-

SERVICE: Ms. Houk

- Resolution CR-43-22 Authorize the City's Consulting Engineer to Prepare Plans, Specifications and Cost Estimates for the Construction and Repair of Sidewalks on Haughn Rd., Angela Dr., Acorn Ct., Grant Ave., Park St., Midland St., Curtis Ave., Lincoln Ave., Elm St. Grove City Rd., and Front St.
-

FINANCE: Mr. Holt

- Ordinance C-45-22 Grant an Exceptional Circumstance for 3985 Broadway to Increase the Maximum Award under the Town Center Commercial Revitalization Grant Program. Second reading and public hearing.
- Ordinance C-46-22 Authorize the Purchase of 0.034 acres located at 3985 Broadway and Appropriate \$60,000.00 from the General Fund for the Current Expense of Same. Second reading and public hearing.
- 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. First reading.
-

Call for New Business

Call for Dept. Reports & Closing Comments

Adjourn

ON FILE: Minutes of: 7/05 Council; 7/05 Plan. Comm.

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: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-48-22
1st Reading: 07/18/22
Public Notice: 07/19/22
2nd Reading: 09/05/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-48-22

AN ORDINANCE FOR THE REZONING OF 5.32+ ACRES LOCATED AT 5873 HAUGHN ROAD FROM RURAL TO IND-1

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

WHEREAS, the Planning Commission approved the rezoning on July 05, 2022; and

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

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

SECTION 1. The following described premises are rezoned from Rural to IND-1:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 1434 *and being 5.3218 acres out of Tract 1 (42.27 acres) conveyed to Frederick B. Hill by deed, as recorded in Official Records, Deed Book 3558, page 26, Recorder's Office, Franklin County, Ohio*, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

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

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

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-4822
Exhibit A

Situated in the County of Franklin, the Township of Jackson, and the State of Ohio, And being part of Virginia Military Survey No. 1434, and being 5.3218 acres out of Tract 1 (42.27 acres) conveyed to Frederick B. Hill by a deed of record in Deed Volume 3558, Page 26, in the Franklin County Recorder's Office, Franklin County, Ohio, and being more particularly described as follows: Beginning for reference at a found stone, said stone being the northwest corner of Tract 2, also being recorded in Deed Volume 3558, Page 26, and standing in the name of Frederick B. Hill, said stone also being the northeast corner of a certain 60.00 acre tract of land in the name of Concrete Construction Company, and found recorded in Deed Volume 3133, Page 8 in the Franklin County Recorder's Office. Thence with the West line of Tract 2, South $02^{\circ} 56' 51''$ West, a distance of 1626.70 feet to a found stone in the northeast corner of the above mentioned Tract 1 and also being the southwest corner of Tract 2. Thence South $2^{\circ} 56' 51''$ West, a distance of 587.97 feet to an iron pin in the west line of Tract 1, said iron pin being the true place of beginning for this description. Thence South $87^{\circ} 57' 36''$ East, a distance of 1157.88 feet (passing an iron pin at 1127.88 feet) to a "PK" nail in the centerline of Haughn Road, said "PK" nail also being in the west line of Tract 1. Thence with the centerline of Haughn Road, South $02^{\circ} 15' 12''$ West, a distance of 200.00 feet to a "PK" nail. Thence North $87^{\circ} 57' 36''$ West, a distance of 1160.31 feet (passing an iron pin at 30.00 feet) to an iron pin in the west line of Tract 1. Thence North $02^{\circ} 56' 51''$ East, a distance of 200.02 feet to the true place of beginning containing 5.3218 acres, more or less.

Permanent Parcel Number: 160-002611-00

Prior Instrument Number: 201710270150972

Address: 5873 Haughn Road
Grove City, Ohio 43123



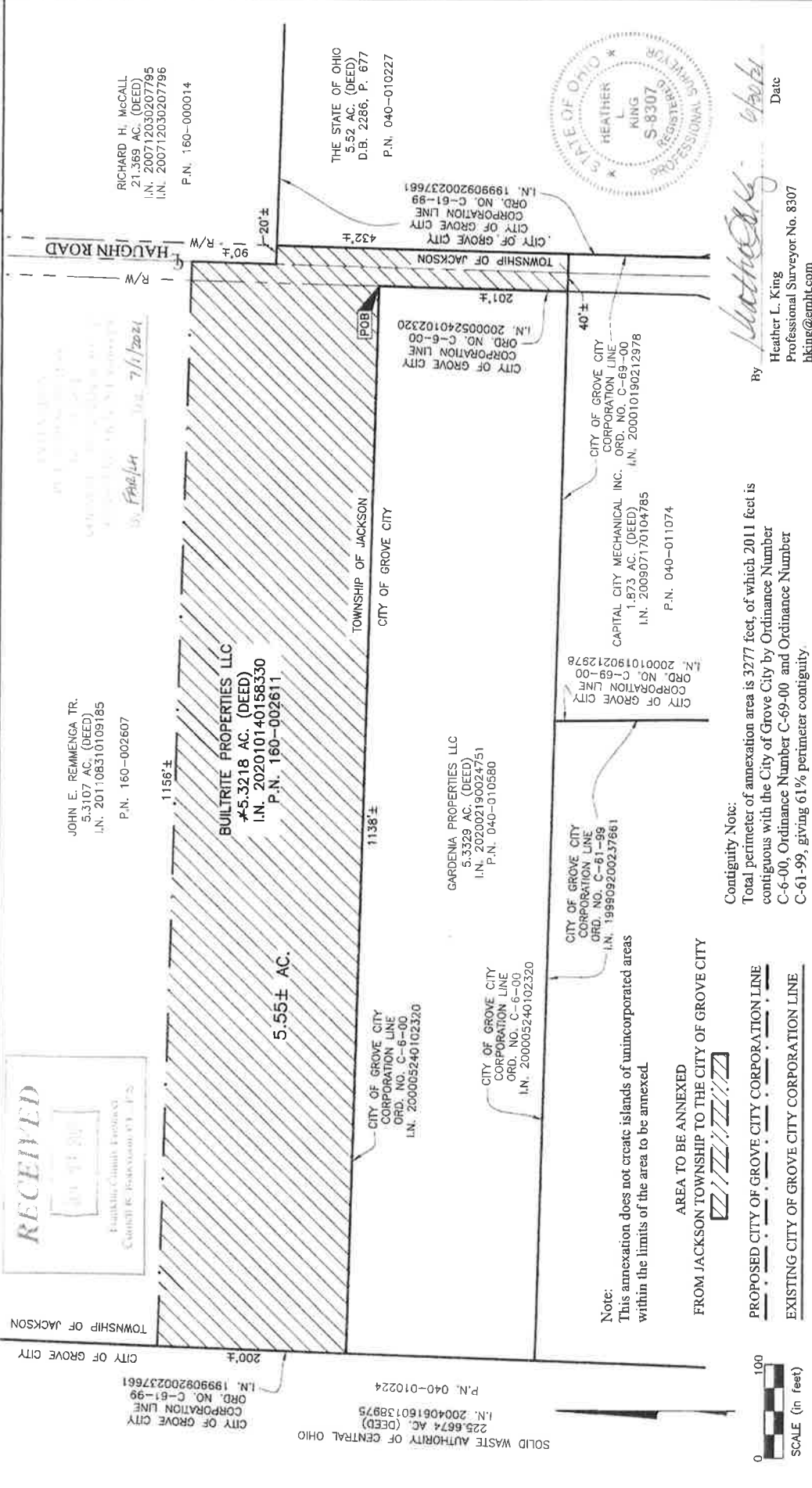
ALL OF
(160)
002611

C-48-22



**PROPOSED ANNEXATION OF 5.55± ACRES
FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY**
VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1434
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 23, 2021
Scale: 1" = 100'
Job No: 2021-0559
Sheet No: 1 of 1



By: *Heather L. King* Date: _____
Heather L. King
Professional Surveyor No. 8307
hking@emht.com

Contiguity Note:
Total perimeter of annexation area is 3277 feet, of which 2011 feet is contiguous with the City of Grove City by Ordinance Number C-6-00, Ordinance Number C-69-00 and Ordinance Number C-61-99, giving 61% perimeter contiguity.

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

Note:
This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.

Southwest Area Annexation Plots and Survey / 20210559-VS-EXHB-ANNK-03

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: Bandy

Date: 07/07/2022

City of Grove City

by: _____

Date: _____

per authority granted by

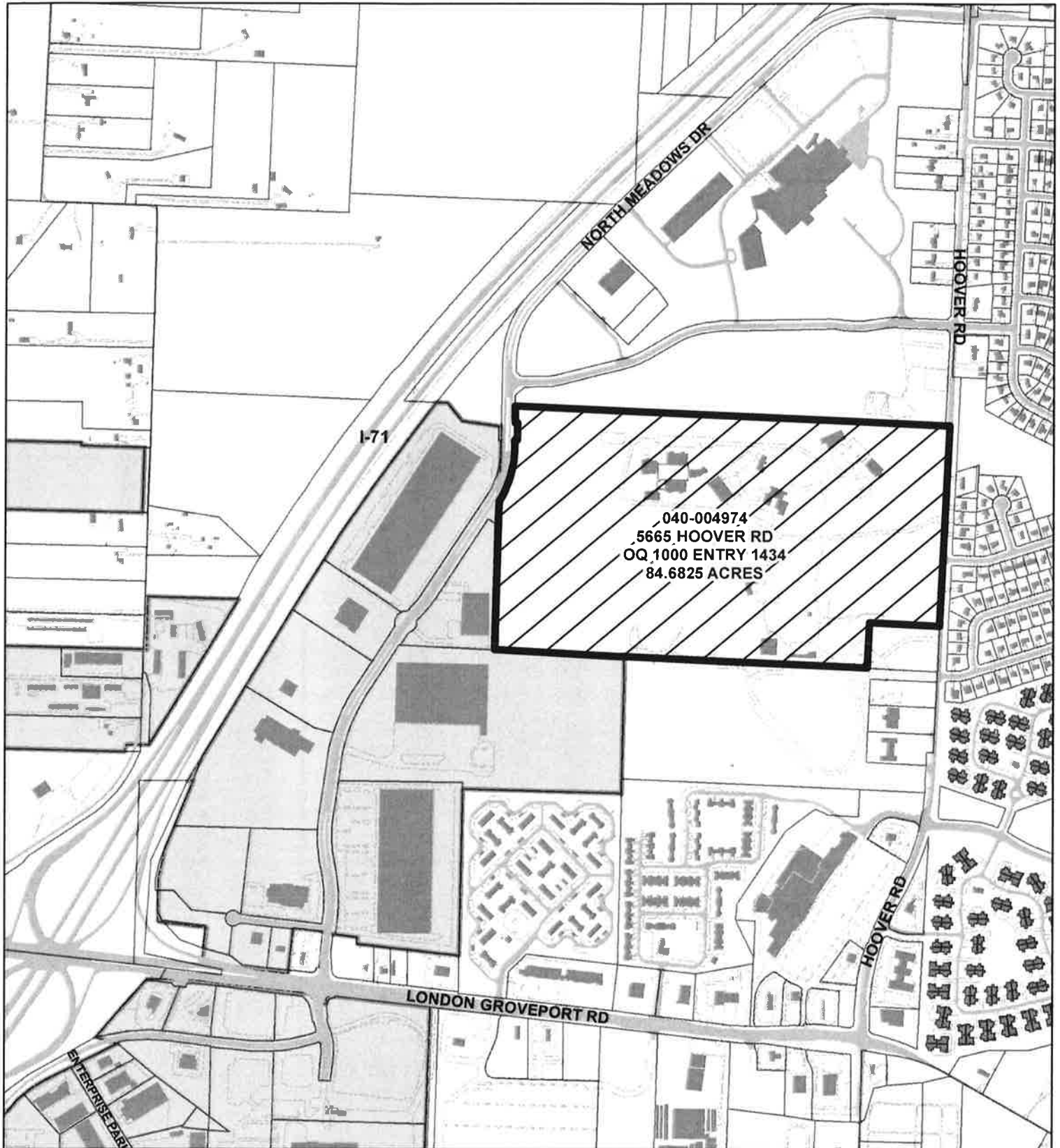
Ordinance No.: _____

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

0 375 750 1,500 Feet



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

No.: CR-40-22
1st Reading: 07/18/22
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-40-22

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR PETSUITES GROVE CITY LOCATED AT 1260, 1270 & 1280 STRINGTOWN ROAD

WHEREAS, on July 05, 2022, the Planning Commission recommended approval of the Development Plan for Petsuites Grove City with the following stipulation:

1. A sidewalk shall be installed along the entirety of the property's Stringtown Road frontage.

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 Petsuites located at 1260, 1270 & 1280 Stringtown Road, contingent upon the stipulation 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.

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

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

No.: CR-41-22
1st Reading: 07/18/22
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-41-22

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR SOUTH-WESTERN CAREER ACADEMY ADDITION LOCATED AT 4750 BIG RUN ROAD

WHEREAS, on July 05, 2022, the Planning Commission recommended approval of the Development Plan for South-Western Career Academy Addition, as submitted.

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 South-Western Career Academy Addition, located at 4750 Big Run Road, as submitted.

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.

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

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

No.: CR-42-22
1st Reading: 07/18/22
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION C-42-22

A RESOLUTION TO AUTHORIZE AND DIRECT THE CITY ADMINISTRATOR TO EXECUTE AND SIGN A PETITION ON BEHALF OF THE CITY TO CREATE A NEW COMMUNITY AUTHORITY AND NEW COMMUNITY DISTRICT UNDER CHAPTER 349 OF THE OHIO REVISED CODE

WHEREAS, **SOLID WASTE AUTHORITY OF CENTRAL OHIO**, an Ohio solid waste management district ("**SWACO**"), **RICHARD T. BARBEE JR., ROBERTA J. BAUSCH, ALLEN E. BAUSCH, AND WILLIAM WILKINS, THE BUCKEYE RANCH INC.**, an Ohio corporation not for profit ("**Buckeye Ranch**"), **BUILTRITE PROPERTIES LLC**, an Ohio limited liability company, **FIRST BAPTIST CHURCH OF GROVE CITY**, an Ohio corporation not for profit, **HAUGHN ROAD PROPERTIES LLC**, an Ohio limited liability company, **ELIZABETH ANN SIDNER TRUST AND VIRGIL H. SIDNER TRUST, WM1 CORPORATION**, an Ohio corporation for profit, **ZUBER CROSSING LLC**, an Ohio limited liability company, and the **CITY OF GROVE CITY** (the "**City**") (collectively, the "**Developers**" and each a "**Developer**") will submit a petition (the "**Petition**") to the City requesting the establishment of a new community authority to be named "Southwest Regional Medical and Innovation New Community Authority" within the boundaries of the City (the "**District Property**") for the purposes of developing the District Property as one functionally interrelated community; and

WHEREAS, the Developer has requested that the City, as the "proximate city" as defined in Section 349.01(M) of the Ohio Revised Code, authorize the City Administrator to sign the Petition as approval of such Petition by the City, as a "proximate city" to allow for the Petition to be then presented to the City, as the "Organizational Board of Commissioners" to consider creation of the Southwest Regional Medical and Innovation New Community Authority as a new community authority and new community district under the provisions of Chapter 349 of the Ohio Revised Code.

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 City Administrator is hereby authorized to execute and sign the Petition on behalf of the City and this Council, which Petition shall then be presented to the City, as the "organizational board of commissioners" as defined Section 349.01(F) of the Ohio Revised Code, pursuant to Chapter 349 of the Ohio Revised Code to create the Southwest Regional Medical and Innovation New Community Authority as a new community authority and as a new community district for the benefit of the residents of the City and the County, and the residents of the proposed new community authority and the new community district. The City Administrator's signature on that Petition shall indicate the approval of that Petition by the City as the "proximate city" within the meaning of Section 349.01(M) of the Ohio Revised Code.

SECTION 2. 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 Resolution 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 3. This Resolution 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 Resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 07/12/22
Introduced By: Ms. Houk
Committee: Service
Originated By: Ms. Fitzpatrick
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: _____

No. : CR-43-22
1st Reading: 07/18/22
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION CR-43-22

A RESOLUTION TO AUTHORIZE THE CITY'S CONSULTING ENGINEER TO PREPARE PLANS, SPECIFICATIONS AND COST ESTIMATES FOR THE CONSTRUCTION AND REPAIR OF SIDEWALKS ON HAUGHN RD, ANGELA DR, ACORN CT, GRANT AVE, PARK ST, MIDLAND ST, CURTIS AVE, LINCOLN AVE, ELM ST, GROVE CITY RD AND FRONT ST

WHEREAS, it is necessary for the general welfare of the City of Grove City to provide proper sidewalks in the City; and

WHEREAS, the City conducted a survey of areas missing sidewalks and/or having sidewalks in need of repair and through this survey identified the streets listed in the title of this Resolution; and

WHEREAS, while sidewalks are generally the responsibility of the homeowner, the City is implementing a grant program that will assist homeowners by paying up to fifty percent (50%) of costs for the installation and/or improvement; and

WHEREAS, the remaining portion of the costs not covered by the grant program can be financed, interest free, over a twenty (20) year term; and

WHEREAS, in order to begin the process, the Ohio Revised Code requires that Council authorize the preparation of plans, specifications and cost estimates for the construction and repair of sidewalks in the affected area.

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

SECTION 1. The City's Consulting Engineer is hereby authorized to prepare plans, specifications and cost estimates for the construction and repair of sidewalks on Haughn Road, Angela Drive, Acorn Court, Grant Avenue, Park Street, midland Street, Curtis Avenue, Lincoln Avenue, Elm Street, Grove City Road, and Front Street, as identified in Exhibits 1.1 and 1.2 attached hereto.

SECTION 2. The resolution shall take effect at the earliest opportunity afforded by law.

Ted Berry, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

Passed:

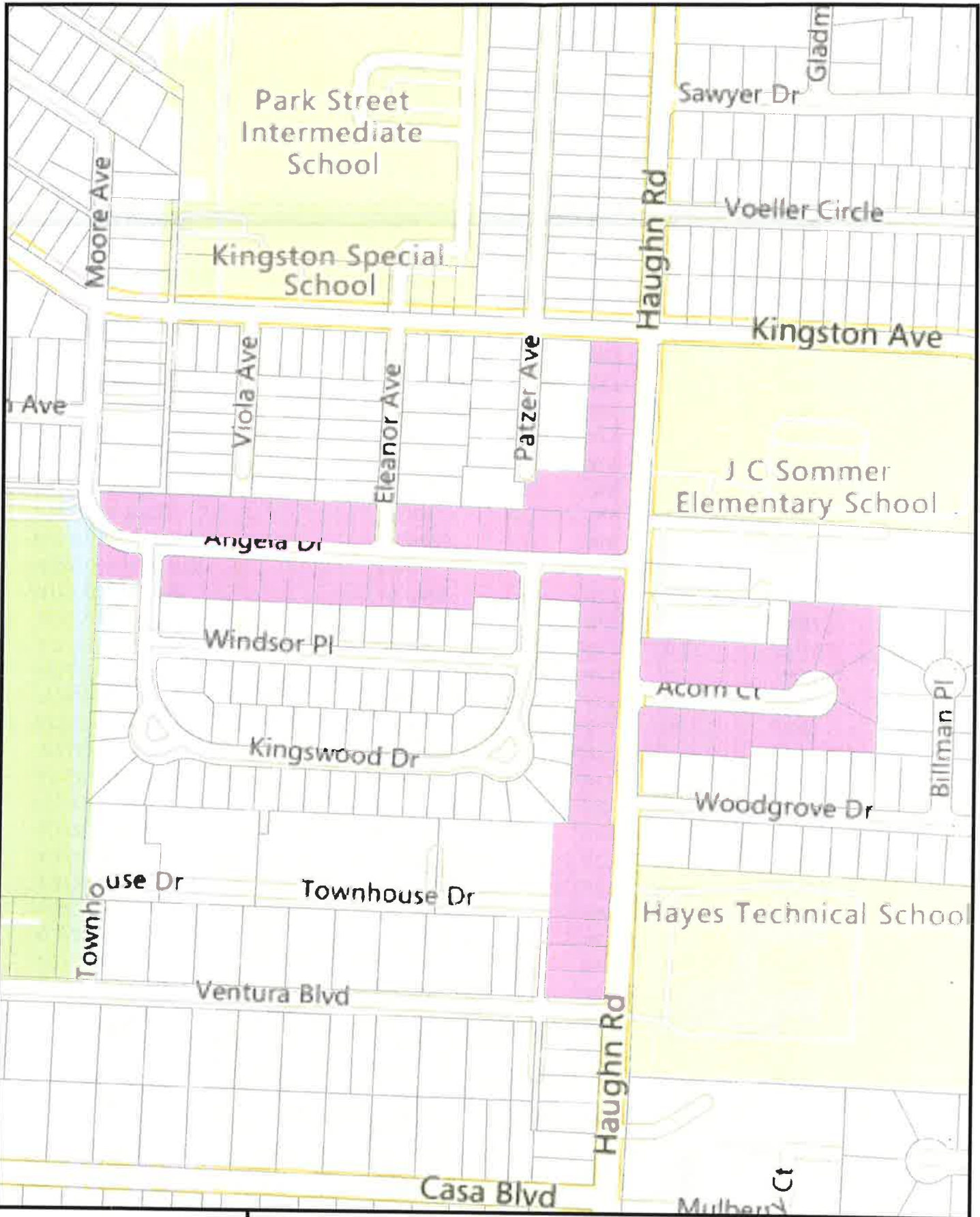
Effective:

Attest:

I certify that this
resolution is correct as to form.

CR-43-22

Document Path: J:\20210361\Correspondence\Letters\2022 Sidewalk Exhibit\Exhibit 1 - 2022 Sidewalk Program.mxd



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Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

SCALE: 1" = 400'



CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

**Proposed 2022
Sidewalk Program
Exhibit 1.1**



Source: Basemap - Bing Maps

CR-43-22

Document Path: J:\20210361\Correspondence\Letters\2022 Sidewalk Exhibit\Exhibit 2 - 2022 Sidewalk Program.mxd



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CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

**Proposed 2022
Sidewalk Program
Exhibit 1.2**

SCALE: 1" = 400'
0 87.5 175 350 Feet



Source: Basemap - Bing Maps

Date: 06/27/22
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Rauch
Sponsor : Mr. Holt
Emergency: 30 Days: X
Current Expense:

No. : C-45-22
1st Reading: 07/05/22
Public Notice: 07/06/22
2nd Reading: 07/18/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-45-22

AN ORDINANCE TO GRANT AN EXCEPTIONAL CIRCUMSTANCE FOR 3985 BROADWAY TO INCREASE THE MAXIMUM AWARD UNDER THE TOWN CENTER COMMERCIAL REVITALIZATION GRANT PROGRAM

WHEREAS, on May 21, 2018, Council approved Ord. C-31-18, replacing Exhibit A of the Town Center Commercial Revitalization Grant Program; and

WHEREAS, the requirements for the Program provides, in part, that an exceptional circumstance may be granted by City Council to address the “percentage of matching funds” and to increase the maximum award amount for a specific Project”; and

WHEREAS, an exceptional circumstance under the Program may be established where the project merits “special consideration”; and

WHEREAS, “special consideration” may be found when a minimum of three of the following criteria are satisfied: (1) proposed improvement will substantially enhance the vitality and appearance of Town Center and Broadway Corridor; (2) proposed improvement will result in creation of jobs; (3) proposed improvement will result in the leveraging of additional economic investment and/or activity; (4) proposed improvement will result in the utilization of sustainable building and site design concepts; (5) proposed improvement will result in the attainment of a needed service or goal as set forth in the Town Center Plan, (6) proposed improvement will result in the attainment of a needed service or goal as set forth in the GroveCity2050 Community Plan; (7) proposed improvement will result in the maintenance and enhancement of exterior structures and their interior facilities; and (8) proposed improvement will result in the update of building and facilities to meet current code requirements to better serve and protect the health, life and safety of their occupants; (9) proposed improvement will result in substantially improved accessibility and compliance with current ADA standards; and

WHEREAS, a current business owner in the Town Center Core is undertaking and completing a renovation/modernization of the property located at 3985 Broadway, currently known as Blu Willy’s, with projects including a building addition; and

WHEREAS, this project results in the enhancement of the vitality and appearance of the Town Center Core, creation of jobs with the increase in seating area, leveraging of additional economic investment and/or activity, attainment of a goal as set forth in the Town Center Plan, and attainment of a goal as set forth in the GroveCity2050 Community Plan for an overall cost of approximately \$133,000.00; and

WHEREAS, the current property and business owner of the property located at 3985 Broadway has made application and is seeking a finding of an exceptional circumstance to obtain a grant in excess of the maximum award; and

WHEREAS, the Eligibility Application was submitted in November 2021 for the improvements which have been partially completed; and

WHEREAS, COVID-19 has disrupted the grant intake and approval process; and

WHEREAS, the Applicant has agreed to forego grants for program years 2022 and 2023, as well as reimburse the City \$20,000 for the advanced grant funds in the case the property is sold prior to 2024.

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

SECTION 1. This Council finds that special considerations have been satisfied and hereby grants an exceptional circumstance to the current business owner at 3985 Broadway, making it eligible for an award of \$50,000.00, which is in excess of the maximum currently permitted under the Town Center Commercial Revitalization Grant Program (\$10,000.00), to be used toward program eligible projects under the Town Center Commercial Revitalization Grant Program. No additional grants shall be approved for this property in 2022 or 2023, and the property owner shall reimburse the City \$20,000 in the event that the property is sold prior to 2024.

SECTION 2. This ordinance shall go into effect at the earliest opportunity provided 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: 06/27/22
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Rauch
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No.: C-46-22
1st Reading: 7/05/22
Public Notice: 7/06/22
2nd Reading: 7/18/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-46-22

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF 0.034 ACRES LOCATED 3985 BROADWAY AND APPROPRIATE \$60,000.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF SAME

WHEREAS, the City has identified the need to secure public right-of-way and maintain connectivity from Broadway to the public parking lot; and

WHEREAS, the City of Grove City has an option to purchase 0.034 acres from the property currently located within a Public Access Corridor Easement maintained by the City of Grove City and would remain as a public access area as it is important to create permanent connectivity between the promenade and businesses on Broadway; and

WHEREAS, the City would like to move forward with acquiring the 0.034 acre property; and

WHEREAS, an appropriation to secure this purchase is necessary.

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

SECTION 1. The City Administrator is hereby authorized to acquire the 0.034 acres identified in the attached Exhibits.

SECTION 2. There is hereby appropriated \$60,000.00 from the unappropriated monies of the General Fund and appropriated to account #100120.571000 for the Current Expense of purchasing said property.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

C-46-22

Exhibit A

DESCRIPTION OF 0.034 ACRE
West of Broadway (U.S. Route 62 and State Route 3)
North of Grove City Road

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Survey Number 1388 of the Virginia Military District, also lying in Lot 2 of a subdivision made in the case of Elizabeth C. Breck against William Breck in the partition in the Superior Court, Franklin County, Ohio of record in Complete Record 8, Page 394, being a part of the tract conveyed to Abdellah Bahij and Natalie M. Dennison of record in Instrument Number 201011240159775, and described as follows:

Beginning at a magnetic nail found marking the northeasterly corner of Lot 4 as shown on the subdivision plat entitled "Grants Subdivision" of record in Plat Book 10, Pages 158 and 159 and the tract conveyed to Kenneth A. Snyder, Sr. and Delores M. Snyder of record in Instrument Number 200603140047776, in the southerly line of said Lot 2, and the southeasterly corner of said Bahij/Dennison tract;

thence North 55° 46' 41" West, with the southerly line of said Lot 2, the southerly line of said Bahij/Dennison tract, the northerly line of said Lot 4 and said Snyder tract, a distance of 146.00 feet, to a railroad spike found at a northwesterly corner of said Lot 4 and said Snyder tract, a northeasterly corner of Reserve "B" as shown on the said "Grants Subdivision" and conveyed to the Village of Grove City of record in Deed Book 1120, Page 496;

thence across said Bahij/Dennison tract, the following courses:

North 34° 13' 19" East, a distance of 10.00 feet, to an iron pin set;

South 55° 46' 41" East, a distance of 146.00 feet, to a magnetic nail set in the easterly line of said Bahij/Dennison tract and the westerly right-of-way line of Broadway (U.S. Route 62 and State Route 3);

thence South 34° 13' 19" West, a distance of 10.00 feet, with said westerly right-of-way line and said easterly line, to the *Point of Beginning*, containing 0.034 acre (1460 square feet), more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

All references are to the records of the Recorder's Office, Franklin County, Ohio.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown on this survey are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was referenced to said coordinate system by GPS observations and observations of CORS base stations (AJ7184 COLB, D11686 OHUN, and D12237 OHMD) in the National Spatial Reference System. The portion of the southwesterly right-of-way line of Grant Avenue, having a bearing of South 55° 46' 41" East, is designated the "basis of bearing" for this survey.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

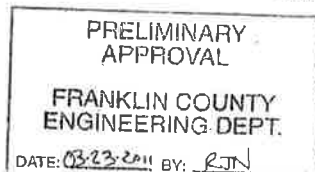


Edward J. Miller
Professional Surveyor No. 8250

Date

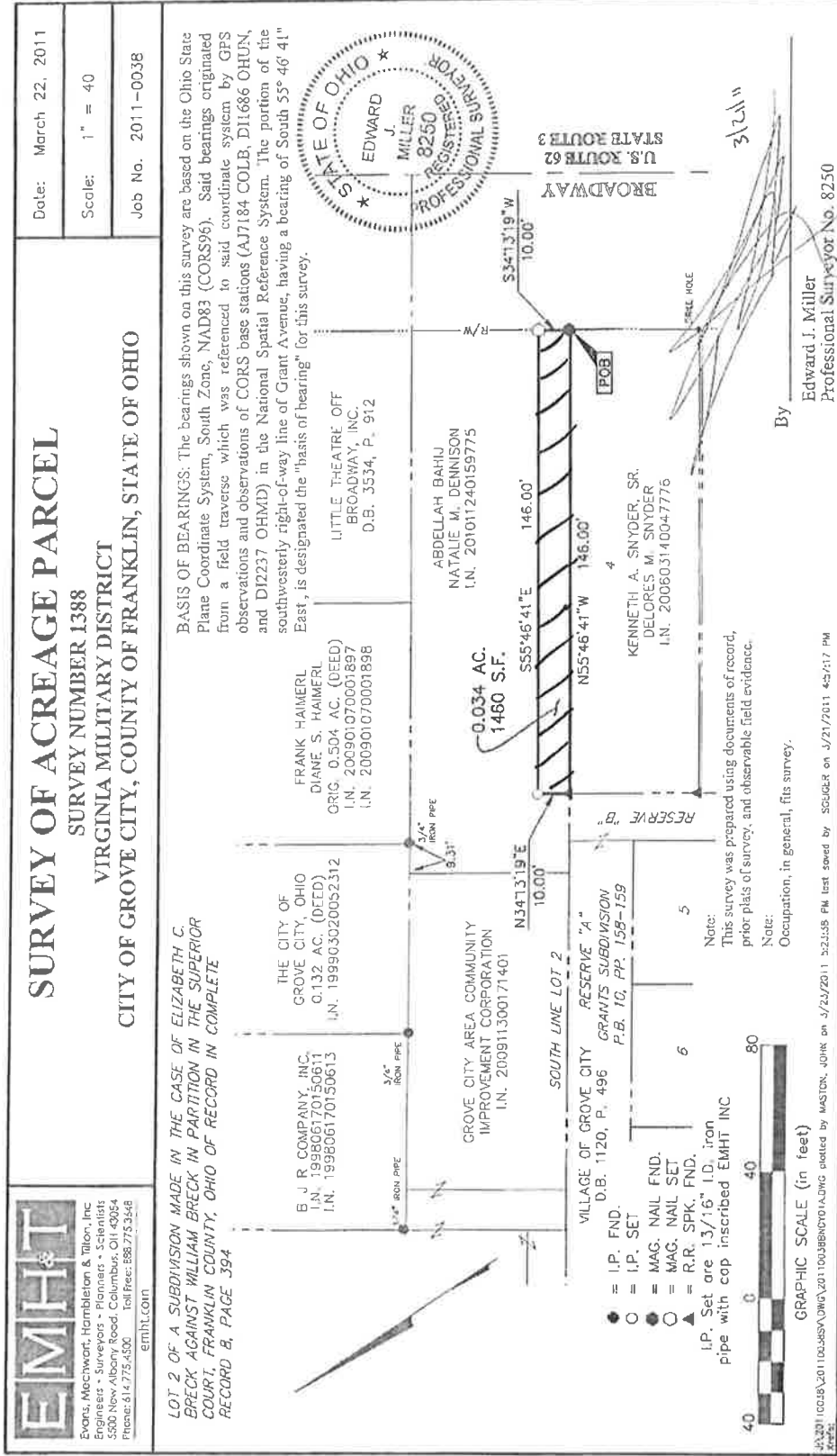
EST:sg 22Mar2011

0.034 ac 201100380NDY01/NA



*DEED ORDER

Exhibit B



C-4622
Exhibit C

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

This Contract for Sale and Purchase of Real Property (this "Agreement") is by and between the **CITY OF GROVE CITY, OHIO**, an Ohio municipal corporation (hereinafter referred to as the "Purchaser"), having an office at 4035 Broadway, Grove City, Ohio 43123, and **ABDELLAH BAHJI AND NATALIE M. DENNISON** (hereinafter referred to as the "Sellers"), whose mailing address is 3985 Broadway, Grove City, Ohio 43123. Purchaser and Sellers are referred to individually herein as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Sellers own the real property identified as Franklin County Auditor's parcel number 040-000034, with a physical address of 3985 Broadway, Grove City, Ohio 43123 (the "Sellers' Property");

WHEREAS, Purchaser and Sellers previously entered into a Public Access Corridor Agreement with respect to Sellers' Property;

WHEREAS, Sellers desire to sell to Purchaser the Public Access Corridor portion of the Sellers' Property, which is a 0.033-acre portion of Sellers' Property, as a fee simple interest, said property is legally described on the attached Exhibit A and depicted on the attached Exhibit B, (the "Property Interest"); and

WHEREAS, Purchaser agrees to purchase the Property Interest, as legally described on Exhibit A and depicted on Exhibit B, and Sellers agree to sell the same Property Interest to Purchaser pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Sellers covenant, agree, and obligate themselves to the foregoing Background Information and as follows:

PROVISIONS

1. Price and Consideration

Purchaser shall pay to Sellers the sum of Sixty Thousand Dollars (\$60,000.00) (the "Purchase Price"), which sum shall constitute the entire amount of compensation due to Sellers for: (a) the Property Interest legally described on the attached Exhibit A and depicted on the attached Exhibit B; and (b) Sellers' covenants set forth herein.

2. Deed to Transfer

Sellers, upon fulfillment of all the obligations and terms of this Agreement, but no later than thirty (30) business days thereafter, unless otherwise agreed upon by the Parties, shall sell and convey to Purchaser, its successors and assigns, the Property Interest more particularly described on Exhibit A and depicted on Exhibit B. The rights, titles, and estates described on Exhibit A and depicted on Exhibit B shall be by a good and sufficient instrument regularly and ordinarily used to transfer such rights, titles, and estates, with, if applicable, full release of dower. The Parties acknowledge and represent that this conveyance of the Property Interest is a voluntary transfer.

3. Supplemental Instruments

Sellers agree to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles, and interests described on Exhibit A and depicted on Exhibit B for the Property Interest.

4. Warranty of Title

Sellers hereby warrant that they are the true and lawful owners of the property identified in Exhibit A and depicted on Exhibit B, and they are lawfully seized of the same in fee simple, and have the full and complete authority to transfer the same as set forth in this Agreement.

5. Elimination of Others' Interests

Sellers shall, in whatever manner reasonably possible under the circumstances, procure or assist in procuring, and deliver to Purchaser releases and cancellations of any and all other rights, titles, and interests in the property described on Exhibit A and depicted in Exhibit B, including, but not limited to, those belonging to tenants, lessees, mortgagees, or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

6. Title Commitment

Purchaser may obtain a commitment (a "Title Commitment") from a title insurance company licensed to do business in the State of Ohio (the "Title Company") to issue an ALTA Owner's Title Insurance Policy (Form 6/17/06) in the full amount of the Purchase Price of the Property Interest (the "Title Policy"). The cost of the Title Policy shall be paid by the Purchaser. The Title Commitment will be valid through the effective date of this Agreement and will include copies of all recorded documents evidencing title exceptions raised in Schedule B of the Title Commitment. On or before the date of closing set by the Parties, the Title Commitment must show in Sellers good and insurable title to the Property Interest, free and clear of all liens, charges, encumbrances, and clouds of title, whatsoever, except the following (collectively, the "Permitted Encumbrances"):

A. Those created or assumed by the Purchaser;

- B. Zoning ordinances, legal highways, and public rights-of-way which do not interfere with the practical use of the Property Interest; and
- C. Real estate taxes which are a lien on the Property Interest, but which are not yet due and payable; and
- D. Easements and restrictions of record acceptable to the Purchaser which do not interfere with the Purchaser's anticipated use of the Property Interest, which shall be reflected in the final form of Schedule B of the Title Policy.

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

7. Endorsement at Closing

At the closing, the Title Company shall provide the Purchaser with endorsements to the Title Commitment updating the commitment to the closing date and showing no change in the state of the title to the Property Interest (other than mortgages which shall be released by Sellers at the closing). After the closing, the Title Company shall issue a final owner's title insurance policy in the amount of the Purchase Price.

8. Status of Title; Permitted Encumbrances; Objections

Until the closing is complete, the Purchaser may provide Sellers with written objections to the extent that the Title Commitment reveals matters other than the Permitted Encumbrances (the "Objections") which constitute a monetary lien or which interfere with the Purchaser's use of the Property Interest for its intended purpose. Upon the Purchaser giving Sellers written notice of Objections, Sellers may either agree in writing to satisfy the Objections, or in the absence of Sellers' written agreement to satisfy, the Purchaser shall either waive the Objections or terminate this Agreement. In the event the Objections are not cured or removed, or in the event Sellers cannot provide satisfactory evidence that the Objections will be cured by the closing date or that satisfactory endorsements to the Title Policy will be issued in order to satisfy the Objections, the Purchaser shall make its election at closing, by written notice to Sellers, to either:

- A. Accept title to the Property Interest, at which point such uncured Objections shall be Permitted Encumbrances hereunder; or
- B. Terminate this Agreement.

9. Sellers' Closing Documents

In addition to the deed described in Section 2, at the closing, Sellers shall deliver to the Purchaser: (i) a closing statement showing the Purchase Price and all charges, prorations and/or credits to the Purchaser or Sellers provided for herein, (ii) all consents, affidavits or other documents reasonably and customarily required by the Title Company to issue the Title Policy, (iii) such evidence of authority as the Purchaser or the Title Company reasonably may deem necessary to evidence the authority of the Sellers signatories to enter into this Agreement and to consummate the transactions contemplated hereby, and (iv) an affidavit that Sellers are not non-resident "aliens", a "foreign corporation", a "foreign partnership", a "foreign trust", or a "foreign estate" within the meaning of the Internal Revenue Code and Regulations thereunder.

10. Purchaser's Closing Documents

At the closing, the Purchaser shall deliver to Sellers: (i) the Purchase Price, (ii) a closing statement showing the Purchase Price and all charges, prorations and/or credits to the Purchaser or Sellers provided for herein, (iii) such evidence of authority as Sellers or the Title Company reasonably may deem necessary to evidence the authority of the Purchaser's signatory to enter into this Agreement and to consummate the transactions contemplated hereby, and (iv) any other documents reasonably requested by the Title Company.

11. Adjustments at Closing

At closing, the Parties shall apportion, adjust, prorate and pay the following items in the manner hereinafter set forth:

- A. *Real Estate Taxes and Assessments.* Sellers shall pay or credit against the Purchase Price all delinquent real estate taxes, together with penalties and interest thereon, all assessments which are a lien against the Property Interest as of the closing (both current and reassessed, whether due or to become due and not yet payable), all unpaid real estate taxes for years prior to closing, and real estate taxes for the year of closing, prorated through the closing date. The proration of undetermined taxes shall be based upon a three hundred sixty-five (365) day year and on the last available tax rate, giving due regard to applicable exemptions, recently voted millage, change in tax rate or valuation (as a result of this transaction or otherwise), etc., whether or not the same have been certified. It is the intention of the Parties in making this tax proration to give the Purchaser a credit in an amount as close as possible to the amount which the Purchaser will be required to remit to the County Auditor for the period of time preceding the closing date hereof.
- B. The prorations provided in Section 11(A) above shall be final at closing. Sellers warrant and represent that, to their actual knowledge, (1) all assessments presently constituting a lien are shown on the County Treasurer's records and (2) no improvement, site or area, has been installed by any public authority, the cost of which is to be assessed against the Property Interest in the future. Sellers further warrant and represent that neither Sellers nor any of their agents, employees or

representatives have received written notice, or have actual knowledge of any proposed improvement, any part of the cost of which would or might be assessed against the Property Interest in the future. The covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the closing and the delivery of the deed of conveyance hereunder for a period of one (1) year.

C. *Sellers' Expenses.* Sellers shall, at the closing (unless previously paid) pay by credit against the Purchase Price the following:

- i. The cost of all municipal services and public utility charges due for the Property Interest (if any) through the closing date; and
- ii. Any and all Realtor or Broker fees resulting from this sale; and
- iii. One-half (1/2) the fee, if any, charged by the Title Company for closing the transaction contemplated herein.

D. *Purchaser's Expenses.* The Purchaser shall at the closing (unless previously paid) pay the following:

- i. The cost of the Title Commitment and Owner's Title Policy; and
- ii. The recording fees required for recording the deed; and
- iii. One-half (1/2) the fee, if any, charged by the Title Company for closing the transaction contemplated herein.

E. *Brokers.* The Purchaser represents and warrants that they have not dealt with any real estate broker or realtor in connection with the sale of the Property Interest, and that no realtor's or finder's fees, brokerage commissions, or other forms of compensation are due to any realtor or broker in connection with this transaction. Sellers represent that to the extent that they have dealt with any broker such commissions and/or fees shall be paid by Sellers to such broker as part of the closing. Sellers shall indemnify and hold harmless the Purchaser in relation to any such claims made by any realtor and/or broker claiming a right to commissions and/or fees by, through or under Sellers.

12. Offer to Sell

If Sellers execute this Agreement prior to Purchaser, then this Agreement shall constitute and be an offer to sell by Sellers that shall remain open for acceptance by Purchaser for a period of sixty (60) days immediately subsequent to the date on which Sellers deliver such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of sixty (60) days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties. If Sellers execute this Agreement subsequent to Purchaser, then the Agreement shall immediately constitute a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

13. No Change in Character of Property

Sellers shall not change the existing character of the land or alter, remove, destroy, or change any improvement located on the property described on Exhibit A and depicted on Exhibit B. If, prior to the date on which possession of the Property Interest is surrendered to Purchaser, the Property Interest suffers any damage, change, alteration, or destruction then, and without regard to the cause thereof, Sellers shall restore the Property Interest to the condition it was in at the time Sellers executed this Agreement; in the alternative, Sellers may agree to accept the abovementioned Purchase Price less the costs associated with such restoration. If the Sellers refuse to either restore the Property Interest or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration, or destruction, may terminate and cancel this Agreement upon written notice to Sellers.

14. Warranties and Representations of Sellers

In addition to any other representation or warranty contained in this Agreement, Sellers hereby represent and warrant, to the best of their knowledge, as follows:

- A. The Sellers or any agent, employee or representative of Sellers has not received any written notice or notices, from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental or building violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been corrected; and
- B. The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against, the Property Interest, under any agreement or other instrument to which Sellers are a party or by which Sellers or the Property Interest might be bound; and
- C. The Sellers or any agent, employee or representative of Sellers have not received any written notice, of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, which would prevent, limit or in any manner interfere with the Purchaser's proposed use of the Property Interest; and
- D. Through and until the closing date, Sellers shall not enter into any easement, new lease or other contract pertaining to the Property Interest, unless otherwise approved herein or in writing by the Purchaser; and
- E. To the best of Sellers' knowledge, there are no hazardous wastes, hazardous substances, or hazardous materials located in, on or about or generated from the Property Interest which may require remediation or which may result in penalties under any applicable law; and

F. Sellers are not a "Foreign Person" as that term is defined in the Foreign Investment in Property Tax Act.

15. Breach of Warranties by Sellers Prior to Closing

If, during the pendency of this Agreement, the Purchaser determines that any warranty or representation given by Sellers to the Purchaser under this Agreement was untrue, incorrect, or misleading, in whole or in part, in any material respect, the same shall constitute a default by Sellers hereunder. In such event, the Purchaser may give written notice thereof and shall thereafter have the right to terminate this Agreement or the right to pursue in a court of competent jurisdiction a claim for specific performance hereunder.

16. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree. Provided, however, in no event shall such consummation and closing occur more than one hundred twenty (120) days after the last date on which one of the Parties executes this Agreement.

17. Warranties and Representations Survive Closing

The warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the closing and the delivery of the deed of conveyance hereunder for a period of one (1) year after the closing date. All representations and warranties set forth in this Agreement shall be true and correct as of the date hereof and as of the closing date, and at closing, if requested by the Purchaser, Sellers shall so certify, in writing, in a form reasonably requested by the Purchaser. Sellers hereby agree to indemnify and hold the Purchaser harmless from and against any and all claims, demands, liabilities, costs and expenses of every nature and kind (including attorneys' fees) which the Purchaser may sustain at any time by reason of the material untruth, breach, misrepresentation or nonfulfillment of any of the covenants, representations, warranties or agreements made by Sellers in this Agreement or in any documents or agreements delivered in connection with this Agreement or with the closing of the transaction contemplated hereby.

18. Payments by Sellers

Sellers shall continue to make all real property tax payments due on the real property described in Exhibit A and depicted on Exhibit B through the closing date of this Agreement.

19. Condition Precedent

Purchaser shall not be obligated to close under this Agreement until it receives the approval of the Grove City Council for all obligations under this Agreement.

20. Binding Agreement

Any and all of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of Sellers and Purchaser and their respective heirs, executors, administrators, successors, and assigns.

21. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

22. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, or obligations whatsoever, either expressed or implied, other than herein set forth, shall be binding upon either Sellers or Purchaser. This Agreement shall in all ways supersede and replace the Public Access Corridor Agreement entered into by the Parties on May 26, 2016.

23. Waiver

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

24. Headings

The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement.

25. Survival

All promises, agreements, and covenants that are included within this Agreement shall survive the closing date for a period of twenty-four (24) months.

26. Relationship of Parties

Nothing contained in this Agreement 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 Purchaser and Seller of the rights set forth herein.

27. Severability

If a court of competent jurisdiction determines that any provision of this Agreement is either invalid or unenforceable the remaining provisions shall remain in full force and effect. The Parties shall negotiate in good faith to create and amend this Agreement with a replacement term that is as close as legally and reasonably practicable to the original term.

28. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement, and is signed by Sellers and Purchaser.

29. Governing Law

This Agreement shall be governed by the laws of the State of Ohio, and the venue for any claim relating to said Agreement shall be an applicable Court in Franklin County, Ohio.

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

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

PURCHASER:

THE CITY OF GROVE CITY, OHIO

Charles W. Boso, Jr., City Administrator

Date: _____

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public in and for said county and state, personally came Charles W. Boso, Jr., City Administrator of the CITY OF GROVE CITY, OHIO, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Notary Public

Approved as to Form:

Stephen J. Smith, Law Director

[Sellers' signatures and acknowledgements on the following page]

SELLERS:


Abdellah Bahij


Natalie M. Dennison

STATE OF OHIO
COUNTY OF FRANKLIN } SS:

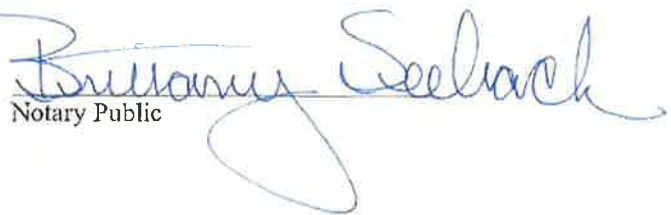
BE IT REMEMBERED, that on this 10 day of June, 2022, before me, the subscriber, a Notary Public in and for said county and state, personally came Abdellah Bahij, who acknowledged the signing thereof to be his/her free act and deed.

No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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



Brittany Seebach
Notary Public, State of Ohio
My Commission Expires 11-24-2025


Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN } SS:

BE IT REMEMBERED, that on this 10 day of June, 2022, before me, the subscriber, a Notary Public in and for said county and state, personally came Natalie M. Dennison, who acknowledged the signing thereof to be his/her free act and deed.

No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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



Brittany Seebach
Notary Public, State of Ohio
My Commission Expires 11-24-2025


Notary Public

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.

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

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