

GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

July 06, 2015

6:30 Caucus

7:00 – Reg. Meet.

Presentations: G.C. VCB

FINANCE: Mr. Bennett

- | | |
|----------------------------|--|
| <u>Ordinance C-31-15</u> | Adopt the Grove City Higher Education Investment Program. Second reading and public hearing. |
| <u>Ordinance C-33-15</u> | Appropriate \$4,425.00 from the General Fund for the Current Expense of Records Preservation. First reading. |
| <u>Ordinance C-34-15</u> | Appropriate \$690,000.00 from the General Fund for the Current Expense of Extending the 18-Inch Orders Road Trunk Sanitary Sewer and Waiving Section 139.05 of the Codified Ordinances. First reading. |
| <u>Ordinance C-35-15</u> | Appropriate \$350,000.00 from the General Fund for the Current Expense of Professional Services for the recommended Racetrack Redevelopment Projects. First reading. |
| <u>Ordinance C-36-15</u> | Grant an Exceptional Circumstance for 3981 Broadway to Increase the Maximum Award under the Town Center Commercial Revitalization Grant Program. First reading. |
| <u>Resolution CR-37-15</u> | Approve the Budget Estimates for the Fiscal Year of 2016. |
| <u>Resolution CR-38-15</u> | Waive the provisions of Section 139.05 of the Codified Ordinances for Repairs and Improvements to the property located at 4126 Haughn Road. |
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SERVICE: Ms. Lanese

- | | |
|----------------------------|---|
| <u>Ordinance C-37-15</u> | Authorize the City Administrator to enter into an Agreement with the Ohio Public Works Commission for the West Water Run Stream Restoration Project. First reading. |
| <u>Resolution CR-39-15</u> | Waive the City Fees associated with Water and Sewer Connections for the Development of the Scioto Grove Metro Park. |
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LANDS: Ms. Klemack-McGraw

- | | |
|----------------------------|--|
| <u>Ordinance C-29-15</u> | Approve the Rezoning of 3.25 acres located West of Broadway and South of Park Street from IND-1, C-2 and CBD to PUD-R. Second reading and public hearing. |
| <u>Ordinance C-38-15</u> | Accept the Annexation of 5.46 acres located South of Borrer Road and East of Borrer Road. First reading. |
| <u>Resolution CR-40-15</u> | Set Forth the Municipal Services that can be provided to a 1.5 acre parcel along Hoover Road from the Corporation Limits to Orders Road upon its annexation to the City of Grove City. |
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ON FILE: Minutes of: June 15, 2015 - Council Meeting; letter from C. Houk

Date: 06-08-15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Berry
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-31-15
1st Reading: 06-15-15
Public Notice: 06-18-15
2nd Reading: 07-06-15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-31-15

AN ORDINANCE TO ADOPT THE GROVE CITY HIGHER EDUCATION INVESTMENT PROGRAM

WHEREAS, a vast majority of our young college age residents are leaving our City upon graduation and we must also prepare our residents for new career changes and opportunities; and

WHEREAS, the goal of the Grove City Higher Education Investment Program, is to transform higher education opportunities in Grove City and to enhance and expand the City's knowledge-based industry; attract high paying jobs via an educated workforce; train and retrain our workforce; and stop the exodus of our younger people from leaving (preventing brain drain) to seek other opportunities; and

WHEREAS, such a Program has been developed for Grove City, as outlined in the attached Exhibit "A"; and

WHEREAS, this Program intends to make scholarships to Grove City Students and grants for a new higher learning facility or facilities, as approved by Council; and

WHEREAS, the purpose of such a Program would be to stimulate new economic development by creating and/or expanding investment and employment in Grove City through economic expansion or retention; and

WHEREAS, the Program anticipates funding amounts of \$250,000.00 for the Grove City Promise Scholarships and \$100,000.00 for the Higher Education Facilities, as outlined in Exhibit "A".

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

SECTION 1. The Grove City Higher Education Investment Program, attached hereto in Exhibit "A", is hereby approved and adopted for use.

SECTION 2. This ordinance 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

Grove City Higher Education Investment Program

Initiatives:

- (1) **“GC Promise Scholarship”** is a forgivable loan of up to \$1,000 per semester or \$3,000 a year to a maximum of \$12,000 for each student residing within the corporation limits of Grove City, who attend an accredited higher education program within the City of Grove City.

Loans can be used for all levels of higher education (technical, associates, bachelors, masters and doctorate).

Scholarship stipulations:

Students must reside within the corporation limits of the City of Grove City as their primary residence for three (3) years *after* taking their last course; and (procedure to be developed for verification)

Perform a minimum of three (3) volunteer hours to Keep Grove City Beautiful or VIP Program each semester while receiving the scholarship; and

Maintain a “C” average and complete studies in the time specified by their degree program, to continue to receive awards each year.

If students do not meet these stipulations, they agree to pay the scholarship back to the City of Grove City in full.

Scores on the SAT or ACT exam, cumulative grade point average (GPA) and class rank may be used if submissions outweigh budgeted dollars.

- (2) **“I believe in GC” Corporate Donor Program** will be set up to accept donations from corporate donors to expand and support the program. A method of regular and constant recognition of such donors shall be developed using, but not limited to, social and print media.
- (3) **University Facility and Attraction Fund** of \$100,000.00 a year brick and mortar and/or lease concessions allocation for up ten (10) years shall be included as a special Higher Ed Facility line item in the City Budget. All Universities must sign a minimum of a five (5) year lease. Additional funds may be requested by the City Administrator and submitted to Council for approval.

Funding

The City of Grove City shall appropriate \$250,000.00 yearly for the GC Promise Scholarship. If need exceeds the allocated dollar amount, the Grove City Higher Education Committee may make a request for an additional allocation to City Council at any time.

The brick and mortar and rent portion of the program would be approved by City Council upon submission by the City Administrator.

Governing Body

The scholarship program would be administered by the Grove City Higher Education Investment Committee.

The Grove City Higher Education Investment Committee shall be comprised of: the Superintendent of the Southwestern City Schools or his designee, City Finance Director, a citizen Mayoral appointment, two citizen Council appointments, a member of the Southwest Education Foundation, and a member of the G.C. Area Chamber of Commerce Foundation Committee. No elected official shall serve as a voting member of the Committee. Ex-officio members shall consist of the President of Council and the Mayor or their designees. The Clerk of Council and Director of Law shall serve as support.

The Committee will set the criteria and structure for the scholarships on an annual basis and determine the number of scholarships available yearly. Said Committee shall submit a final program outline that shall include methods of disbursements, repayment, and residency verification to Council for approval and thereafter, forward any recommended amendments to Council for consideration.

Date: 06/23/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Ms. Kelly
Approved: Council
Emergency: 30 Days
Current Expense: XX

No.: C-33-15
1st Reading: 7/06/15
Public Notice: 7/09/15
2nd Reading: 7/20/15
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-33-15

AN ORDINANCE TO APPROPRIATE \$4,425.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF RECORDS PRESERVATION

WHEREAS, the Clerk of Council has discovered Council Minute Books, a Treasurer's Book and a Mayor's Case Book, dating back to the 1800's; and

WHEREAS, these books are in great disrepair and in need of preservation for the historic and permanent record of the City; and

WHEREAS, because of the deterioration of these books, there is a sense of urgency for this work to be done.

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

SECTION 1. There is hereby appropriated \$4,425.00 from the unappropriated monies of the General Fund to account #100120.541000 for the Current Expense of historic records repair and preservation.

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

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

Date: 06/29/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No.: C-34-15
1st Reading: 07/06/15
Public Notice: 07/09/15
2nd Reading: 07/20/15
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-34-15

AN ORDINANCE TO APPROPRIATE \$690,000.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF EXTENDING THE 18-INCH ORDERS ROAD TRUNK SANITARY SEWER AND WAIVE SECTION 139.05 OF THE CODIFIED ORDINANCES

WHEREAS, development along the Orders Road corridor supports the need to extend the sanitary sewer; and

WHEREAS, this improvement will be completed as part of the Orders Road improvements by the contractor who was previously awarded the bid; and

WHEREAS, the City of Grove City operates and maintains a sanitary pump station at Fryer Park which will be abandoned as a result of the said improvements, and

WHEREAS, the project will consist of approximately 2,700 linear feet of 18-inch sanitary sewer, 20 service laterals for properties along the alignment, and 10 manhole structures, and

WHEREAS, the consulting engineer estimated the cost of this project at \$690,000.00; and

WHEREAS, the City has coordinated with adjacent developers and property owners for the alignment, services, and funding of said improvements; and

WHEREAS, the City has received the commitments on funding from private sources in the amount of \$464,900.00 to reimburse the City for the cost of extending and installing sewer service to their properties.

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

SECTION 1. There is hereby appropriated \$690,000.00 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund into account number 30500.603145 for the Current Expense of extending the 18-inch orders road trunk sanitary sewer.

SECTION 2. The City hereby waives any provisions of Section 139.05 and authorizes the contractor who was awarded the bid on the Orders Road improvements to also extend the 18-inch Orders Road trunk sanitary sewer as this is in the best interest of the City.

SECTION 3. This Ordinance appropriates for Current Expenses and shall therefore go into immediate effect.

Ted A. Berry, President of Council

Date: 06/29/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Boso
Approved: _____
Emergency: 30 Days: _____
Current Expense: XX

No.: C-35-15
1st Reading: 07/06/15
Public Notice: 07/09/15
2nd Reading: 07/20/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-35-15

AN ORDINANCE TO APPROPRIATE \$350,000.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF PROFESSIONAL SERVICES FOR THE RECOMMENDED RACETRACK REDEVELOPMENT PROJECTS

WHEREAS, in 2012 the State of Ohio established a Racetrack Facility Community Economic Redevelopment Fund to assist in the redevelopment of abandoned horse racing track facilities; and

WHEREAS, the City is eligible to receive up to Three Million Dollars from the Fund to assist in the redevelopment of the abandoned track facility within the defined project area; and

WHEREAS, under Ordinance C-27-15, the City established a Racetrack Redevelopment Committee which is required to submit grant requests; and

WHEREAS, under Ordinance C-29-15, the City approved the Racetrack Redevelopment Fund grant agreement; and

WHEREAS, under Ordinance C-33-15, the City approved the Racetrack Redevelopment Committee recommendations for projects and funding amounts:

1. \$1,360,350 for the restoration and relocation of West Water Run contingent upon the receipt of land donation from Penn National Gaming and grant award (Clean Ohio Fund) from the Ohio Public Works Commission; and
2. \$750,000 towards the combined costs of site demolition/cleanup, environmental assessment, and utility master planning; and
3. \$295,000 for the design and construction of a 10' greenway trail and path.

WHEREAS, this funding will support the capital improvement planning to support the redevelopment of the Beulah Park site; and

WHEREAS, this funding will support surveying, detailed design, permitting, land acquisition, utility coordination, ancillary services and bid procurement for the following improvements:

1. West Water Run Relocation and Restoration;
2. Greenway Trail;
3. Piping and improvement to restore relocated stream alignment through neighborhood; and
4. Mass Grading Plan for site to support disposal of spoils in manner conducive to future site development.

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

SECTION 1: There hereby is appropriated \$350,000.00 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund into account number 305000.603144 for the current expense of professional services for the recommend racetrack redevelopment projects.

SECTION 2: The monies appropriated shall be contingent upon approval of Penn National Gaming granting the necessary land donation (or easement) for the conservation area and approval from the Ohio Development Services Agency for a racetrack redevelopment grant.

SECTION 3: This ordinance appropriates for current expenses and shall therefor go into immediate effect.

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

Date: 06/30/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Stage/Davis
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-36-15
1st Reading: 07/06/15
Public Notice: 07/09/15
2nd Reading: 07/20/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-36-15

AN ORDINANCE TO GRANT AN EXCEPTIONAL CIRCUMSTANCE FOR 3981 BROADWAY TO INCREASE THE MAXIMUM AWARD UNDER THE TOWN CENTER COMMERCIAL REVITALIZATION GRANT PROGRAM

WHEREAS, on June 19, 2013, Council approved Ord. C-29-13, replacing Exhibit A of the Town Center Commercial Revitalization Grant Program; and

WHEREAS, the replaced Exhibit A 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; (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 maintenance and enhancement of exterior structures and their interior facilities; and (7) 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; and

WHEREAS, the property was originally opened as the Kingdom Theater in 1916 and has been home to the Little Theater off Broadway since the late 1960's; and

WHEREAS, the LTOB has been a mainstay in the City and Town Center by offering arts and programming for all ages; and

WHEREAS, the LTOB is an Ohio non-profit corporation; and

WHEREAS, the property owner has made application and is seeking a finding of an exceptional circumstance to waive the matching funds provision and increasing the maximum award for the Program.

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 3981 Broadway making it eligible for an award of \$20,000.00 to be used toward program eligible projects, without contributing the matching funds required under the Town Center Commercial Revitalization Grant Program.

Date: 06/30/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Turner
Approved: Mayor Stage
Emergency: 30 Days
Current Expense:

No.: CR-37-15
1st Reading: 07/06/15
Public Notice: 7/09/15
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-37-15

A RESOLUTION TO APPROVE THE BUDGET ESTIMATES FOR THE FISCAL YEAR OF 2016

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

SECTION 1. The budget estimates for the fiscal year beginning January 1, 2016 are hereby approved.

SECTION 2. The Clerk of Council is hereby directed to Certify and forward said budget to the Franklin County Budget Commission on or before the 20th day of July, 2015.

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

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CITY OF GROVE CITY TAX BUDGET

City or
Village of

GROVE CITY

FRANKLIN

County, Ohio

(Date)

2015

This budget must be adopted by the Council or other legislative body on or before July 15th, and two copies must be submitted to the County Auditor on or before July 20th. FAILURE TO COMPLY WITH SEC.5705.28 R.C. SHALL RESULT IN LOSS OF GOVERNMENT FUND ALLOCATION.

To the Auditor of said County:

The following Budget year beginning January 1, 2016 has been adopted by Council and is hereby submitted for consideration of the County Budget Commission.

Signed

Title

Director of Finance

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY
BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED RATES

For Municipal Use		For Budget Commission Use		For County Auditor Use	
FUND (Include only those funds which are requesting general property tax revenue)	Budget Year Amount Requested of Budget Commission Inside/Outside	Budget Year Amount Approved by Budget Commission Inside 10 Mill Limitation	Budget Year Amount to be Derived From Levies Outside 10 Mill Limitation	County Auditor's estimate Tax Rate to be Levied	
				Inside 10 Mill Limit Budget Year	Outside 10 Mill Limit Budget Year
	Column 1	Column 2	Column 3	Column 4	Column 5
GOVERNMENT FUNDS	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
GENERAL FUND	\$586,250	0.7			
GENERAL FUND CHARTER	\$418,750		0.5		
BOND RETIREMENT CHARTER	685,000		0.8		
POLICE PENSION FUND	1,350,000	1.5			
PROPRIETARY FUNDS	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
FIDUCIARY FUNDS	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
TOTAL ALL FUNDS	\$3,040,000				

CITY OF GROVE CITY TAX BUDGET

EXHIBIT I

FUND NAME: GENERAL FUND

FUND TYPE/CLASSIFICATION: GOVERNMENTAL -- GENERAL

TOTAL REVENUE

<u>DESCRIPTION</u>	<u>2011 Actual</u>	<u>2012 Actual</u>	<u>2013 Actual</u>	<u>2014 Actual</u>	<u>Current Yr Estimate 2015</u>	<u>Budget Yr Estimate 2016</u>
REVENUES						
Local Taxes						
General Property Tax --- Real Estate	925,744	841,449	851,527	889,585	882,000	890,000
Tangible Personal Property Tax	12,514	213	159	0	0	0
Municipal Income Tax	18,556,350	19,085,048	22,587,865	21,756,638	22,305,016	22,672,556
Other Local Taxes	1,117,136	1,440,919	1,236,560	1,311,795	1,225,000	1,345,000
Total Local Taxes	20,611,744	21,367,629	24,676,112	23,958,017	24,412,016	24,907,556
Intergovernmental Revenues						
State Shared Taxes and Permits						
Local Government	1,096,035	766,248	586,444	573,495	558,000	580,000
Estate Tax	290,990	320,997	654,896	41,213	0	0
Cigarette Tax	1,426	1,434	1,463	1,491	1,400	1,500
License Tax	0	0	0	0	0	0
Liquor and Beer Permits	44,682	45,025	47,648	46,711	45,000	48,000
Gasoline Tax	0	0	0	0	0	0
Library and Local Government Support Fund	0	0	0	0	0	0
Property Tax Allocation - Homestead & Rollback	118,803	105,421	104,988	110,313	126,000	115,000
Other State Shared Taxes and Permits	0	0	0	0	0	0
Total State Shared Taxes and Permits	1,551,936	1,239,124	1,395,438	773,224	730,400	744,500
Federal Grants or Aid	170,818	713,552	1,081,387	12,569	15,000	15,000
State Grants or Aid	522,450	495,742	3,848,260	50,322	58,000	50,000
Other Grants or Aid	165,908	135,158	174,908	196,417	174,900	200,000
Total Intergovernmental Revenues	2,411,113	2,583,576	6,499,993	1,032,532	978,300	1,009,500
Special Assessments	1,327,214	68,632	78,760	-5,554	68,000	75,000
Charges For Services	0	0	0	0	0	0
Fines, Licenses, and Permits	777,842	866,476	922,797	940,853	973,000	995,500
Miscellaneous - Interest	961,073	1,288,364	821,616	809,228	297,400	567,000
Other Financing Sources:						
Proceeds from Sale of Debt	0	0	0	0	1,000,000	0
Transfers	0	0	292,738	0	0	0
Advances	0	0	0	0	0	0
Other sources	0	0	0	0	0	0
TOTAL REVENUE	26,088,985	26,174,677	33,292,016	26,735,075	27,728,716	27,554,556

CITY OF GROVE CITY TAX BUDGET

FUND NAME: GENERAL FUND
FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

EXHIBIT I

<u>DESCRIPTION</u>	<u>2011 Actual</u>	<u>2012 Actual</u>	<u>2013 Actual</u>	<u>2014 Actual</u>	<u>Current Yr Estimate 2015</u>	<u>Budget Yr Estimate 2016</u>
EXPENDITURES						
Security of Persons and Property						
Personal Services	8,552,662	8,926,114	8,901,538	9,111,754	9,500,000	9,832,500
Travel Transportation	14,763	9,093	11,405	21,016	26,302	26,828
Contractual Services	457,389	565,745	493,480	591,316	700,000	714,000
Supplies and Materials	488,333	529,618	435,695	434,250	797,891	813,849
Capital Outlay	164,451	453,015	307,088	500,021	579,703	591,297
Total Security of Persons and Property	9,677,598	10,483,585	10,149,205	10,658,357	11,603,896	11,978,474
Public Health Services						
Personal Services	0	0	0	0	0	0
Travel Transportation	0	0	0	0	0	0
Contractual Services	260,240	277,849	278,461	278,222	367,908	375,266
Supplies and Materials	0	0	0	0	0	0
Capital Outlay	0	0	0	0	0	0
Total Public Health Services	260,240	277,849	278,461	278,222	367,908	375,266
Leisure Time Activities						
Personal Services	1,459,655	1,510,508	1,577,648	1,719,383	1,854,804	1,891,900
Travel Transportation	14,841	14,878	11,767	12,818	28,024	28,584
Contractual Services	1,430,614	1,552,359	1,653,458	1,782,249	1,800,000	1,836,000
Supplies and Materials	204,431	231,481	228,090	238,761	330,581	337,193
Capital Outlay	124,581	604,163	450,739	507,919	626,710	639,244
Total Leisure Time Activities	3,234,122	3,913,388	3,921,702	4,261,130	4,640,119	4,732,921
Community Environment						
Personal Services	867,908	795,004	835,799	900,111	1,050,000	1,071,000
Travel Transportation	9,416	16,223	11,899	12,457	32,626	33,279
Contractual Services	134,129	184,742	203,841	119,696	230,000	234,600
Supplies and Materials	29,309	26,130	19,564	25,887	33,333	34,000
Capital Outlay	18,671	0	25,587	42,049	37,600	0
Total Community Environment	1,059,433	1,022,099	1,096,690	1,100,200	1,383,559	1,372,878
Basic Utility Service						
Personal Services						
Travel Transportation						
Contractual Services						
Supplies and Materials						
Capital Outlay						
Total Basic Utility Services						

CITY OF GROVE CITY TAX BUDGET

FUND NAME: GENERAL FUND

EXHIBIT I

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

<u>DESCRIPTION</u>	<u>2011 Actual</u>	<u>2012 Actual</u>	<u>2013 Actual</u>	<u>2014 Actual</u>	<u>Current Yr Estimate 2015</u>	<u>Budget Yr Estimate 2016</u>
EXPENDITURES (Continued)						
Transportation						
Personal Services						
Travel Transportation						
Contractual Services						
Supplies and Materials						
Capital Outlay						
Total Transportation						
General Government						
Personal Services	1,673,595	1,964,489	2,130,010	2,002,395	2,239,994	2,284,794
Travel Transportation	9,286	15,648	21,554	19,584	37,420	38,168
Contractual Services	3,091,570	2,713,347	2,777,206	3,055,173	3,200,000	3,264,000
Supplies and Materials	98,645	66,843	62,476	81,041	109,155	111,338
Capital Outlay	1,006,676	2,020,150	2,007,876	1,029,727	1,100,843	972,860
Total General Government	<u>5,879,772</u>	<u>6,780,477</u>	<u>6,999,122</u>	<u>6,187,920</u>	<u>6,687,412</u>	<u>6,671,160</u>
Debt Service						
Redemption of Principal	0	0	0	0	0	0
Interest						
Other Debt Service						
Total Debt Service	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Other Uses of Funds						
Transfers	791,297	7,399,605	10,529,986	6,478,675	5,617,700	3,200,000
Advances	0	0	0	0	0	0
Contingencies	0	0	0	0	0	0
Other Uses of Funds	260,000	0	0	200,000	0	0
Total Other Uses of Funds	<u>1,051,297</u>	<u>7,399,605</u>	<u>10,529,986</u>	<u>6,678,675</u>	<u>5,617,700</u>	<u>3,200,000</u>
TOTAL EXPENDITURES	<u>21,162,462</u>	<u>29,877,002</u>	<u>32,975,166</u>	<u>29,164,504</u>	<u>30,300,594</u>	<u>28,330,700</u>
Revenues Over (Under) Expenditures	4,926,523	(3,702,325)	316,850	(2,429,429)	(2,571,878)	(776,144)
Beginning Cash Fund Balance	18,993,842	23,920,365	20,218,040	20,534,890	18,105,461	15,533,583
Ending Cash Fund Balance	23,920,365	20,218,040	20,534,890	18,105,461	15,533,583	14,757,439
Estimated Encumbrances (outstanding at year end)	3,651,243	2,070,637	3,076,049	2,934,940	1,500,000	1,500,000
Estimated Ending Unencumbered Fund Balance	<u>20,269,122</u>	<u>18,147,403</u>	<u>17,458,841</u>	<u>15,170,521</u>	<u>14,033,583</u>	<u>13,257,439</u>

CITY OF GROVE CITY TAX BUDGET

FUND NAME: POLICE PENSION FUND

EXHIBIT II

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUE

<u>DESCRIPTION</u>	<u>2011 Actual</u>	<u>2012 Actual</u>	<u>2013 Actual</u>	<u>2014 Actual</u>	<u>Current Yr Estimate 2015</u>	<u>Budget Yr Estimate 2016</u>
REVENUE						
Real Estate & Public Utility Taxes	1,002,122	771,295	780,526	836,027	1,102,500	1,200,000
Tangible Personal Property Tax	69,834	43,999	22,072	483	0	0
Real Property Tax - Rollback	128,506	98,567	98,467	101,603	157,500	150,000
Miscellaneous	0	0	483	0	0	0
TOTAL REVENUE	1,200,462	913,862	901,548	938,112	1,260,000	1,350,000
EXPENDITURES						
Police Pension Expenses	1,100,617	1,384,517	1,144,608	1,158,679	1,297,924	1,343,351
TOTAL EXPENDITURES	1,100,617	1,384,517	1,144,608	1,158,679	1,297,924	1,343,351
Revenues Over (Under) Expenditures	99,845	(470,655)	(243,060)	(220,567)	(37,924)	6,649
Beginning Cash Fund Balance	1,352,165	1,452,009	981,354	738,294	517,727	479,803
Ending Cash Fund Balance	1,452,010	981,354	738,294	517,727	479,803	486,452
Estimated Encumbrances (outstanding at end of year)	0	541	0	0	0	0
Estimated Ending Unencumbered Fund Balance	1,452,010	980,813	738,294	517,727	479,803	486,452

CITY OF GROVE CITY TAX BUDGET

FUND NAME: GENERAL DEBT RETIREMENT FUND
FUND TYPE/CLASSIFICATION: GOVERNMENTAL - DEBT SERVICE

EXHIBIT II

<u>DESCRIPTION</u>	<u>2011 Actual</u>	<u>2012 Actual</u>	<u>2013 Actual</u>	<u>2014 Actual</u>	<u>Current Yr Estimate 2015</u>	<u>Budget Yr Estimate 2016</u>
REVENUE						
Real Estate & Public Utility Tax	770,863	841,413	851,483	955,494	588,000	600,000
Tangible Personal Property	68,148	67,589	69,772	2,229	63,679	5,000
Assessments	113,180	111,264	64,183	288,508	150,000	150,000
Real Property Tax - Rollback	100,923	109,878	105,471	112,541	84,000	85,000
Sale of Bonds	0	1,395,104	25,670	0	400,000	0
Sale of Notes						
Operating Transfers	0	0	518,000	0	0	0
Operating Transfers - Income Tax	0	0	0	0	0	0
Interest Earned						
TOTAL REVENUE	1,053,114	2,525,248	1,634,579	1,258,772	1,285,679	840,000
EXPENDITURES						
Registrar/Agent Fees	0	0	0	0	0	0
Assessments	0	0	0	0	0	0
G.O. Note - Principal	0	0	0	8,750		
G.O. Bond Principal	520,000	1,740,000	337,500	170,000	280,000	555,000
G.O. Note - Interest						
G.O. Bond - Interest	424,791	407,732	203,293	192,737	187,837	735,924
OPWC - Principal	314,499	314,501	314,499	414,252	414,257	414,252
Other Debt Service	12,207	70,267	26,862	9,895	23,096	50,000
TOTAL EXPENDITURES	1,271,497	2,532,499	882,154	795,634	905,190	1,755,176
Revenues Over (Under) Expenditures	(218,383)	(7,251)	752,425	563,138	380,489	(915,176)
Beginning Cash Fund Balance	892,483	674,099	666,848	1,419,273	1,982,411	2,362,900
Ending Cash Fund Balance	674,100	666,848	1,419,273	1,982,411	2,362,900	1,447,724
Estimated Encumbrances (outstanding at end of year)	0	57,338	15,704	75,709	0	0
Estimated Ending Unencumbered Fund Balance	674,100	609,510	1,403,569	1,906,702	2,362,900	1,447,724

CITY OF GROVE CITY TAX BUDGET

EXHIBIT III

FUND All Funds Not Listed on Exhibits I or II	Estimated Unencumbered Fund Balance 01/01	2016 Estimated Receipt	Available For Expenditure	2016 Expenditures & Encumbrances			Estimated Unencumbered Fund Balance 12/31
				Personal Services	Other	Total	
GOVERNMENTAL:							
SPECIAL REVENUE:							
Street	520,308	1,459,000	1,979,308	840,000	862,166	1,702,166	277,142
State Highway	438,179	125,000	563,179	0	160,000	160,000	403,179
General Recreation	447,921	1,208,000	1,655,921	500,000	744,027	1,244,027	411,894
Local \$5 License Fee	552,793	182,500	735,293	0	50,000	50,000	685,293
County License	380,541	90,000	470,541	0	50,000	50,000	420,541
Senior Nutrition	5,007	18,000	23,007	0	15,000	15,000	8,007
Drug Law Enforcement	484,276	40,000	524,276	0	100,000	100,000	424,276
DARE	16,068	0	16,068	0	0	0	16,068
Community Development	211,423	349,000	560,423	120,000	250,000	370,000	190,423
Community Environment	108,984	50,000	158,984	0	100,000	100,000	58,984
Law Enforcement Assistance	988	0	988	0	0	0	988
Enforcement and Education	32,620	2,500	35,120	0	5,000	5,000	30,120
Gardens at Gantz	66	0	66	0	0	0	66
Mayor's Court Computer	89,721	25,000	114,721	0	75,000	75,000	39,721
Big Splash	50,194	309,500	359,694	210,000	93,790	303,790	55,904
Senior Stage	172	0	172	0	0	0	172
Parks Donation	35,125	1,000	36,125	0	0	0	36,125
Rockford TIF Fund	503	225,000	225,503	0	200,000	200,000	25,503
TOTAL SPECIAL REVENUE FUNDS	3,374,889	4,084,500	7,459,389	1,670,000	2,704,983	4,374,983	3,084,406
DEBT SERVICE FUNDS							
Buckeye Center TIF	1,864,757	3,000,000	4,864,757	0	3,000,000	3,000,000	1,864,757
Pinnacle TIF	453,409	2,000,000	2,453,409	0	2,000,000	2,000,000	453,409
SR 665 / I 71 TIF	86,156	240,000	326,156	0	250,000	250,000	76,156
TOTAL DEBT SERVICE FUNDS	2,404,322	5,240,000	7,644,322	0	5,250,000	5,250,000	2,394,322
CAPITAL PROJECT FUNDS							
Capital Improvements	3,616,701	3,500,000	7,116,701	0	6,200,000	6,200,000	916,701
Recreation Development	323,667	150,000	473,667	0	178,000	178,000	295,667
TOTAL CAPITAL PROJECTS	3,940,368	3,650,000	7,590,368	0	6,378,000	6,378,000	1,212,368

CITY OF GROVE CITY TAX BUDGET

EXHIBIT III

FUND All Funds Not Reported on Exhibits I or II	Estimated Unencumbered Fund Balance 01/01	Estimated Receipts 2016	Total Available For Expenditures	2016 Encumbrances and Expenditures			Estimated Unencumbered Fund Balance 12/31
				Personal Services	Other	Total	
PROPRIETARY:							
ENTERPRISE FUNDS							
Water	1,547,970	600,000	2,147,970	0	1,232,345	1,232,345	915,625
Sewer	1,779,923	900,000	2,679,923	415,000	596,769	1,011,769	1,668,154
TOTAL ENTERPRISE FUNDS	<u>3,327,893</u>	<u>1,500,000</u>	<u>4,827,893</u>	<u>415,000</u>	<u>8</u>	<u>2,244,114</u>	<u>2,583,779</u>
INTERNAL SERVICE FUNDS							
Workers Compensation Self Insured	183,185	250,000	433,185	0	270,000	270,000	163,185
TOTAL INTERNAL SERVICE FUNDS	<u>183,185</u>	<u>250,000</u>	<u>433,185</u>	<u>0</u>	<u>270,000</u>	<u>270,000</u>	<u>163,185</u>
FIDUCIARY:							
TRUST AND AGENCY FUNDS							
Depository Trust	1,021,877	800,000	1,821,877	0	800,000	800,000	1,021,877
Convention Bureau	2,963	325,000	327,963	0	300,000	300,000	27,963
Section 125 Cafeteria Plan	12,079	5,000	17,079	0	5,000	5,000	12,079
TOTAL TRUST AND AGENCY FUNDS	<u>1,036,919</u>	<u>1,130,000</u>	<u>2,166,919</u>	<u>0</u>	<u>1,105,000</u>	<u>1,105,000</u>	<u>1,061,919</u>
TOTAL FOR MEMORANDUM ONLY	14,267,576	15,854,500	30,122,076	2,085,000	15,707,991	19,622,097	10,499,979

CITY OF GROVE CITY TAX BUDGET

EXHIBIT IV

STATEMENT OF PERMANENT IMPROVEMENTS

(Excludes Expenses to be Paid from Bond Issues)

DESCRIPTION	Estimated Cost of Permanent Improvement Equipment	Amount Budgeted 2016	Source Fund
Annual Street Maintenance	2,000,000	2,400,000	General Fund
Various Street Projects	400,000	400,000	General Fund
Various Parks & Recreation	0	400,000	General Fund
Various Signalization Projects	0	0	General Fund
Various Building Improvements	0	0	General Fund
	2,400,000	3,200,000	
Sanitary Sewer Rehabilitation Projects	350,000	350,000	Sanitary Sewer
	350,000	350,000	
Annual Waterline Replacement	455,000	455,000	Water
	455,000	455,000	
TOTAL	3,205,000	4,005,000	

EXHIBIT V

(Section 5705.29, Revised Code)

DESCRIPTION OF JUDGEMENT	AMOUNT OF JUDGEMENT	SOURCE FUND
NO JUDGEMENTS	NONE	
TOTAL	N/A	

CITY OF GROVE CITY TAX BUDGET

EXHIBIT VI

PURPOSE OF BONDS AND NOTES	Authority for Levy Outside 10 Mill Limit	Date of Issue	Date Due	Ordinance/ Resolution	Serial or Term	Rate of Interest	Amounts of Bonds & Notes Outstanding as of 1/1/2016	Amount Required for Principal and Interest 2016	Source Fund to Pay Debt Payments
INSIDE 10 MILL LIMIT									
2012 G.O. Refunding Bonds		2012	2026	51-12	T	2.75	1,080,000	114,700	Debt Retirement
Pinnacle Construction and Improvements		2006	2031		S/T	4.0 - 5.25	6,630,000	565,630	Pinnacle TIF
SR665 Construction Bonds		2009	2036		S/T	2.5 - 5.125	6,515,000	510,374	Debt Retirement
TOTAL							14,225,000	1,190,704	
OUTSIDE 10 MILL LIMIT:									
Buckeye Center TIF Revenue Bonds	ORC, Charter	2006	2031		S/T	5.13-5.38	13,035,000	1,234,294	Buckeye TIF
TOTAL							13,035,000	1,234,294	
OPWC LOANS:									
1995 Kingston Avenue Reconstruction		1995	2016			3	6,731	6,832	Water
1995 Grant Run Interceptor		1995	2016			3.5	18,736	19,064	Sewer
1997 Hoover Rd Realignment		1997	2017			0	37,005	18,502	Debt Retirement
1998 Haughn Rd Widening		1998	2018			0	57,278	22,911	Debt Retirement
1999 Marsh Run Gravity		1999	2021			3	256,419	47,017	Sewer
1999 Broadway		1999	2020			0	92,224	20,494	Debt Retirement
1999 Hoover Road / Buckeye Ranch		1999	2019			0	103,676	25,919	Debt Retirement
2000 Hoover Road / Old Stringtown		2000	2021			0	205,034	37,279	Debt Retirement
2001 Broadway		2001	2018			0	91,841	36,737	Debt Retirement
2004 Hoover Road / Milligan Road		2004	2025			0	339,997	35,789	Debt Retirement
2005 Demorest Road / Big Run Road		2005	2026			0	285,084	27,151	Debt Retirement
2005 Stringtown Road		2005	2027			0	462,485	40,216	Debt Retirement
2008 Old Stringtown Road		2008	2029			0	457,659	33,901	Debt Retirement
2009 Grove City Road		2009	2034			0	296,400	15,600	Debt Retirement
2014 Holton / Hoover Intersection		2014	2038			0	169,115	7,353	Debt Retirement
2014 Stringtown Road Phase 2		2014	2040			0	2,309,990	92,400	Debt Retirement
TOTAL							5,169,674	467,165	
OWDA LOANS:									
1994 Columbus Street Reconstruction		2010	2030			3.89	1,955,062	173,269	Water
2009 Grove City Road		2011	2031			3.37	570,383	46,412	Water
TOTAL							2,525,445	219,681	

Date: 07/01/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: _____

No.: CR-38-15
1st Reading: 07/06/15
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR-38-15

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 139.05 OF THE CODIFIED ORDINANCES FOR REPAIRS AND IMPROVEMENTS TO THE PROPERTY LOCATED AT 4126 HAUGHN ROAD

WHEREAS, on March 17, 2014 this Council, by Ordinance C-07-14, authorized the purchase of the property located at 4126 Haughn Road, Grove City, Ohio 43123, and known as Franklin County Auditor's Tax Parcel No. 040-000780-00; and

WHEREAS, the Property is also known as the A.G. Grant Homestead and was built around 1840, and was listed on the United States National Register of Historic Places in 1998; and

WHEREAS, the purchase enabled the City to preserve the historical nature of the Property; and

WHEREAS, the City has hired an historic architect to assess the Property for repairs and improvements;
and

WHEREAS, Ordinance C-61-14 appropriated \$149,414.00 for repairs and improvements to the Property; and

WHEREAS, the 2015 budget also included an appropriation of \$300,000.00 for repairs and improvements to the Property; and

WHEREAS, the City believes that by waiving bidding in this instance, it can continue to work with the historic architect to find trades people who are qualified to complete the repairs and improvements in a manner that perseveres the historic nature of the Property.

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

SECTION 1. The provisions of Section 139.05 of the Codified Ordinances are hereby waived for the repair and improvements to the Property located at 4126 Haughn Road, Grove City, Ohio 43123, and known as Franklin County Auditor's Tax Parcel No. 040-000780-00 as such a waiver in the best interests of the City.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Date: 06/30/15
Introduced By: Ms. Lanese
Committee: Service
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-37-15
1st Reading: 07/06/15
Public Notice: 07/09/15
2nd Reading: 07/20/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-37-15

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION FOR THE WEST WATER RUN STREAM RESTORATION PROJECT

WHEREAS, on June 15, 2015 this Council approved Resolution CR-33-15 which included the west water run stream restoration project as one of the projects to be submitted for reimbursement to the Ohio Racetrack Facility Community Economic Development Fund; and

WHEREAS, in addition to the amount submitted to the Fund for reimbursement, the City is using grant funds from the Ohio Public Works Commission to pay for the Project; and

WHEREAS, OPWC approved \$776,850.00 for the Project; and

WHEREAS, because the agreement with OPWC exceeds twelve (12) months, it must be approved by Ordinance.

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 an agreement with the Ohio Public Works Commission for the west water run stream restoration project as set forth in Exhibit A.

SECTION 2. This approval is contingent on the condition that the land area required to accommodate the Project is conveyed to the City in the form of a land donation or conservation easement as required in Resolution CR-33-15.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-37-15
Exhibit A
OHIO PUBLIC WORKS COMMISSION

PROJECT GRANT AGREEMENT

CLEAN OHIO CONSERVATION FUND

Pursuant to Ohio Revised Code 164.26, this Project Grant Agreement (this "Agreement") is entered into this date, **06/01/2015**, by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and **The City of Grove City** (hereinafter referred to as the "Recipient"), located at **Broadway, Grove City, OH 43123-**, in respect of the project named **West Water Run Stream Restoration**, and as described in Appendix A of this Agreement, to provide an amount not to exceed **Seven Hundred Seventy-Six Thousand, Eight Hundred Fifty Dollars (\$ 776,850)** for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: **049-32592**

OPWC Project Control No. **CCIAE**

WHEREAS, pursuant to Revised Code Section 164.02, the Ohio General Assembly created the Ohio Public Works Commission (the "OPWC");

WHEREAS, pursuant to Revised Code Section 164.27, the Ohio General Assembly created the Clean Ohio Conservation Fund to be administered by the OPWC;

WHEREAS, pursuant to Revised Code Section 164.21, the Ohio General Assembly created natural resources assistance councils for the purpose of approving or disapproving of applications for project grants under Revised Code Sections 164.20 through 164.27;

WHEREAS, pursuant to Revised Code Section 164.25, the Director of the OPWC must approve applications for grants submitted by natural resources assistance councils if all of the following apply: i) the approval of the application by the applicable natural resources assistance council was reasonable based on the criteria specified in the Law; ii) the application for a grant and the proposed project for which the grant is to be used comply with all other requirements of the Law related to natural resources and parks and recreation grants; and, iii) the amount of the financial assistance, when added to all other financial assistance provided during the calendar year for projects within the district for which a natural resources assistance council was appointed, does not exceed the district's allocation of money from the Clean Ohio Conservation Fund pursuant to Revised Code Section 164.27;

WHEREAS, Revised Code Sections 164.20 through 164.27 permit a grant of funds for such projects to be expended or provided only after the appropriate natural resources assistance council has submitted the application for such Project funds to the Director and subsequent approval of the application by the Director in accordance with Revised Code Section 164.25;

WHEREAS, the Recipient desires to receive funding for a project eligible for grant funds pursuant to Revised Code Sections 164.20 through 164.27 as described in Appendix A of this Agreement;

WHEREAS, the Project has been duly approved by the Director pursuant to Revised Code Section 164.25;

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

SECTION 1. Definitions and General Provisions. The following words and terms as hereinafter used in this Agreement shall have the following meanings unless otherwise herein provided and unless the context or use indicates another or different meaning or intent.

"Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by Law to remain closed and on which The New York Stock Exchange is not closed.

"Chief Executive Officer" means the single office or official of the Recipient and as designated in Appendix B, pursuant to Section 8 hereof, or his authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the single office or official of the Recipient and as designated in Appendix B, pursuant to Section 8 hereof, or his authorized designee as per written notification to the Director.

"Closing" means the closing by Recipient of the acquisition of fee simple interest in the Land, or such other interest therein approved by the Director.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with respect thereto.

"Contractor" means a person who has a direct contractual relationship with the Recipient and is (i) the manufacturer of all or a portion of the Project, or (ii) the provider of labor, materials or services in connection with the acquisition, site improvements, construction, reconstruction, expansion, improvement or engineering of the Project, or both.

"Cost of Project" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering projects and shall also be deemed to include costs of financing as well as preliminary costs, including but not limited to, planning costs, design costs, engineering costs, costs of appraisals, environmental assessments, and archeological surveys.

"Deed Restrictions" means the deed restrictions to be recorded with respect to the Land, which deed restrictions shall be subject to the Director's approval and shall be commensurate with the nature and purpose of the Land as stated in the Recipient's application for grant funds under Revised Code Sections 164.20 through 164.27. The Deed Restrictions shall be perpetual and shall not be amended, released, extinguished or otherwise modified without the prior written approval of the Director, in the Director's sole discretion, who shall have full enforcement authority, as set forth more specifically in Section 9 of this Agreement.

"Governing Body" means the board of county commissioners or a county council if a county, the legislative authority of a municipal corporation, the board of township trustees if a township, the commission of a soil and water conservation district, the board of trustees of a joint recreation district, the board of park commissioners of a park district, or the entity with appropriate authority to bind other similar park authorities.

"Land" means the real property required for the Project as described more particularly in Appendix A.

"Local Political Subdivision" means a county, municipal corporation, township, conservancy district, soil and water conservation district, joint recreation district, park district, or other similar park authority.

"Matching Funds" means the amount and nature of the moneys or resources to be used by the Local Political Subdivision or Nonprofit Organization for the Project. Such funds shall constitute not less than twenty-five percent (25%) of the total Cost of Project set forth in Appendix D and may consist of money by any person, any Local Political Subdivision, the State of Ohio, or the federal government or of contributions in-kind by such parties through purchase or donation of equipment, land, easements, labor, or materials necessary to complete the Project.

"Natural Resources Assistance Council" means the natural resources assistance council created pursuant to Ohio Revised Code Section 164.21 as well as its members and officers.

"Nonprofit Organization" means an organization that is exempt from federal income taxation pursuant to Section 501(a) of the Code and described in Section 501(c) of the Code and that has as one of its designated activities, as indicated on United States Internal Revenue Service form 1023 "recognition of exemption", an activity that is directly related to the purposes for which grants may be issued under Revised Code Sections 164.20 through 164.27 as described in divisions (A) and (B) of Revised Code Section 164.22

"Notice to Proceed" means notice issued by the OPWC pursuant to Section 4 of this Agreement.

"OPWC" means the Ohio Public Works Commission created pursuant to Revised Code Section 164.02.

"Private Business Use" means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Nonprofit Organization) other than use as a member of, and on the same basis as, the general public.

"Private Person" means any person, firm, entity or individual who or which is other than a "governmental unit" as that term is used in Sections 141 and 148 of the Code.

"Project" means the project set forth in Appendix A that proposes to do either of the following:

(A) Provide for open space acquisition and related development of those open spaces, including the acquisition of easements. Open space acquisition projects include acquisition of land or rights in land for parks, forests, wetlands, natural areas that protect an endangered plant or animal population, other natural areas, and connecting corridors for natural areas. Related development projects include projects for the construction or enhancement of facilities that are necessary to make an open space area accessible and useable by the general public. Projects proposed pursuant to division (A) of this section shall emphasize the following:

- (1) The support of comprehensive open space planning and incorporation of aesthetically pleasing and ecologically informed design;
- (2) The enhancement of economic development that relies on recreation and ecotourism in areas with relatively high unemployment and lower incomes;
- (3) The protection of habitat for rare, threatened, and endangered species or the preservation of high quality, viable habitat for plant and animal species;
- (4) The preservation of existing high quality wetlands or other scarce natural resources within the geographical jurisdiction of the council;
- (5) The enhancement of educational opportunities and provision of physical links to schools and after-school centers;
- (6) The preservation or restoration of water quality, natural stream channels, functioning floodplains, wetlands, streamside forests, and other natural features that contribute to the quality of life in this state and to the state's natural heritage. Projects shall not include hydromodification projects such as dams, dredging, sedimentation, and bank clearing and shall not accelerate untreated water runoff or encourage invasive nonnative species;
- (7) The reduction or elimination of nonnative, invasive species of plants or animals; and
- (8) The proper management of areas where safe fishing, hunting, and trapping may take place in a manner that will preserve a balanced natural ecosystem.

(B) Protect and enhance riparian corridors or watersheds, including the protection and enhancement of streams, rivers, lakes, and other waters of the state. Such projects may include, without limitation, the reforestation of land or the planting of vegetation for filtration purposes; the fee simple acquisition of lands for the purpose of providing access to riparian corridors or watersheds or for other purposes necessary for the protection and enhancement of riparian corridors or watersheds; and the acquisition of easements for the purpose of protecting and enhancing riparian corridors or watersheds. Projects proposed pursuant to division (B) of this section shall emphasize the following:

- (1) The increase of habitat protection;
- (2) Inclusion as part of a stream corridor-wide or watershed-wide plan;
- (3) The provision of multiple recreational, economic, and aesthetic preservation benefits;
- (4) The preservation or restoration of floodplain and streamside forest functions;
- (5) The preservation of headwater streams; and
- (6) The restoration and preservation of aquatic biological communities.

Projects cannot initiate or perpetuate hydromodification projects such as dams, ditch improvement, or channelization.

"Project Manager" means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix B, pursuant to Section 8 hereof, or his authorized designee as per written notification to the Director.

"Reimbursing" means the use of funds disbursed to the Recipient, as part of a grant made to the Recipient pursuant to Revised Code Sections 164.2 to 164.27, as reimbursement to the Recipient for costs integral to the completion of the Project that were incurred and paid by it and which did not in any way inflate costs of the Project.

"Request to Proceed" means the written request from Recipient to the OPWC submitted pursuant to Section 5 of this Agreement.

"State" means the State of Ohio.

"Title Agent" means a title insurance company or title agent selected by the Recipient and approved by the OPWC, which Title Agent shall be duly licensed and in good standing under the laws of the State.

Any reference herein to public boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of Law or who are lawfully performing their functions. Any reference to a section, provision or chapter of the Revised Code shall include such section, provision or chapter as from time to time may have been duly amended, modified, supplemented, or superceded. Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof", "hereby", "hereto", "hereunder", and similar terms refer to this Agreement and the term "hereafter" means after, and the term "heretofore" means before the effective date of this Agreement.

SECTION 2. OPWC Financial Assistance. Subject to the terms and conditions contained herein, the OPWC hereby agrees to provide to the Recipient financial assistance not to exceed the amount as set forth in Appendix C of this Agreement for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project (the "Funds").

SECTION 3. Matching Funds. The Recipient shall, at a minimum, contribute not less than twenty-five percent (25%) of the total Cost of Project as set forth in Appendix D of this Agreement. The Matching Funds shall be for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement. In the event that the total actual Project costs exceed the estimated Cost of Project identified in Appendix D, the OPWC shall not be required to increase the maximum amount of the grant provided herein and the Recipient shall increase its Matching Funds to meet such actual Cost of Project.

SECTION 4. Notice to Proceed - Land Acquisition. The acquisition of the Land shall not occur until the Director has issued a written Notice to Proceed for land acquisition to the Recipient (the "Notice to Proceed"). Such Notice to Proceed will not be issued until the Director has received a Request to Proceed acceptable to the Director and is assured that the Recipient has complied with all requirements for the approval of a grant under Revised Code Sections 164.20 through 164.27 and any requirements for land acquisition set forth in this Agreement, including without limitation the OPWC's approval of the proposed Deed Restrictions and Title Agent. The Notice to Proceed also shall specify the time frame for the Closing.

SECTION 5. Land Acquisition Disbursement. To initiate the purchase of the Land, the Recipient must first complete and submit a written Request to Proceed to the Director prior to Closing. The Request to Proceed must name the proposed Title Agent and must indicate the amount of Funds requested from the OPWC for the land acquisition, including expected settlement costs, based upon the participation ratio and the amount of funds expected from any Matching Funds. The Request to Proceed must contain as attachments: (a) a copy of the proposed Deed Restrictions; (b) a copy of the executed purchase agreement with respect to, or such other agreement to convey an interest in, the Land between the Recipient and the Land owner; (c) a copy of the performed appraisal according to the specifications provided by the Director; (d) evidence satisfactory to the Director that Recipient will acquire marketable title to the Land at Closing; and (d) if the Recipient desires to elect the pre-closing option described below (i) a copy of the signed escrow agreement among Recipient, Title Agent and the OPWC, executed by Recipient and Title Agent, substantially in the form of Appendix F of this Agreement (the "Escrow Agreement") and (ii) if the Title Agent is an agent for a title insurance company, rather than a title company itself, a closing protection letter issued by the title insurance company to the OPWC.

Funds for land acquisition shall be disbursed to the Recipient, as part of a grant to the Recipient pursuant to Revised Code Sections 164.20 through 164.27, pursuant to the pre-closing option and/or the reimbursement option, as described in subsections 5(a) and 5(b), respectively.

(a) **Pre-Closing Option.** Provided that the Recipient satisfies the terms and conditions of this Agreement, Recipient may elect to have Funds delivered by the OPWC to the Title Agent prior to Closing, subject to the terms and conditions of this Agreement and the Escrow Agreement. Recipient shall make such election, if at all, by delivering to the OPWC a Disbursement Request Form and Certification in the form of Appendix E to this Agreement (the "Disbursement Request"), which shall identify the Title Agent as payee and shall be delivered after the Recipient's receipt of a Notice to Proceed and not more than sixty (60) days prior to Closing. The OPWC shall then deliver to the Title Agent Funds to be disbursed under this Agreement for the land acquisition, which Funds may be held, together with the Matching Funds, in an account subject to the terms and conditions of the Escrow Agreement. Any interest that accrues

thereon shall be used by the Recipient for settlement costs. If the interest paid on such escrow account exceeds the settlement costs to be paid by the Recipient, then such funds shall be applied to the Cost of Project. If all of the conditions to the release of Funds set forth in the Escrow Agreement have been satisfied, the Title Agent shall release the escrowed Funds at Closing and apply the same to the land acquisition costs in accordance herewith and the settlement statement executed and delivered at the Closing. After Closing, the Recipient may request additional disbursements of Funds available under this Agreement relating to the land acquisition, including costs incurred in connection with appraisal of the Land, closing costs, title search, environmental assessments and other eligible costs, pursuant to the procedure set forth in Section 5(b) of this Agreement. Within sixty (60) days of Closing, the Recipient shall deliver to the OPWC, or shall cause the Title Agent to deliver to the OPWC, a copy of the recorded Deed Restrictions and deed, or other instrument appropriate for the interest in the Land, and the executed settlement statement. **If the Recipient does not close within thirty (30) days of disbursement, the Recipient must contact the OPWC immediately.**

(b) Reimbursement Option. Provided that the Recipient satisfies the terms and conditions of this Agreement, the Recipient may elect to receive Fund proceeds for land acquisition directly from the OPWC after Closing. After Closing, which Closing shall not occur until the Recipient's submission of the Request to Proceed and the Recipient's receipt of the Notice to Proceed, the Recipient may submit a Disbursement Request to the OPWC for reimbursement of acquisition and other eligible costs. The Recipient shall attach to the Disbursement Request a copy of: (i) the executed and recorded deed, or such other instrument conveying the interest approved by the Director, with respect to the Land acquired by the Recipient, (ii) a copy of the recorded Deed Restrictions, (iii) a copy of the executed settlement statement, (iv) certification, or other documentation acceptable to the Director from the Title Agent that the Recipient has marketable title in and to the Land, and (v) such other documentation required by the OPWC. After receipt of such documentation, and subject to Recipient's compliance with the terms and conditions of this Agreement, the OPWC shall disburse Funds payable under this Agreement.

SECTION 6. Notice to Proceed - Site Improvements. The Recipient shall not commence, or cause to be commenced, any site improvements or other work on the Land until the Director has issued a Notice to Proceed to the Recipient. Such Notice to Proceed will not be issued until the Director is assured that the Recipient has complied with all requirements for the approval of a grant under Revised Code Sections 164.20 through 164.27 and has completed any land acquisition required by the Project. A Notice to Proceed shall be required for all Project prime contractors or direct procurement initiated by the Recipient following execution of this Agreement.

SECTION 7. Project Schedule. The Recipient may apply to the Director in writing for an extension of the date of Closing. Such requests for extension must specify the reasons for delay and the date such acquisition will close. The Director will review such requests for extension and may, at the Director's sole discretion, extend the date of Closing.

Any site improvement or other work on a Project shall be commenced within thirty (30) days of the date set forth in Appendix A, Page 2 for the start of site improvements, or this Agreement may become null and void at the sole option of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate such site improvements or other work. The Recipient shall specify the reasons for the delay in commencement and provide the Director with any new start date of construction. The Director will review such requests for extensions and may extend the start date.

SECTION 8. Disbursements for Site Improvements. All payments made by the OPWC for site improvements or other work shall be made directly to the Contractor that performed the work and originated the invoice, unless the request is for disbursement to the Recipient.

- (a) Project Administration Designation. The Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix B of this Agreement.
- (b) Disbursements to Contractors to Pay Costs of the Project. The Recipient shall require that as work on the Project is performed, as specified in its contract, a Contractor shall promptly submit a detailed project specific invoice to the Project Manager. Within three (3) Business Days following receipt of such invoice from a Contractor, the Project Manager shall review the invoice and, if found to be accurate, shall so certify in writing, forwarding said certification together with a copy of the invoice to the Chief Fiscal Officer. Within five (5) Business Days following receipt of such invoice and certification from the Project Manager, the Chief Fiscal Officer shall conduct such reviews as he/she considers appropriate and, if he/she approves such invoice, shall submit to the Director a Disbursement Request together

with the information and certifications required by this Section. The aggregate dollar amount for such Disbursement Requests shall not exceed the grant amount set forth in Appendix C. Within five (5) Business Days following receipt of the Disbursement Request and all required information and certifications, the Director shall initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request as long as items are deemed by the Director to be accurate and complete. Upon receipt of a warrant from the Auditor of State drawn in connection with a voucher initiated in accordance with the terms of the preceding sentence, the Director shall forward it, by regular first class mail or electronic funds transfer to the Contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the OPWC, the following documents shall be submitted to the Director by the Recipient:

- (1) If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
- (2) If the request is for disbursement to the Recipient under another method of reimbursement approved as set forth above, a bill of sale, paid invoice or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
- (3) The Project Manager's certification pursuant to this Section of this Agreement;
- (4) The Disbursement Request properly executed by the Chief Executive Officer and the Chief Fiscal Officer; and
- (5) Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents are in compliance with the requirements of this Agreement, the Director is authorized and directed to cause the disbursement of moneys for payment of the identified Project costs. A copy of all such documents submitted to the Director shall be retained by the Director. In the event that any money is disbursed to the Recipient pursuant to this Section of this Agreement to pay a portion of an invoice submitted by a Contractor, the Recipient shall expend such money to pay such Contractor for costs of the Project within twenty-four (24) hours after receipt thereof. The Recipient shall hold such moneys uninvested pending payment to the Contractor.

- (c) Limitations on Use. No part of the moneys delivered to the Recipient pursuant to Section 2 hereof is being or will be used to refinance, retire, or redeem all or any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes unless prior approval by the Director is given.
- (d) Project Scope. The physical scope of the Project shall be limited to the Project description set forth in Appendix A of this Agreement. In the event that circumstances require a change in such physical scope, such changes must be approved through the execution of an amendment to this Agreement.
- (e) Project Cost Overruns. In the event that the Recipient determines that the moneys provided pursuant to Section 2 hereof, together with the Matching Funds, are insufficient to pay in full the costs of the Project, the Recipient shall be responsible for such shortfall. In no manner shall this Agreement be deemed to obligate the OPWC for more than the grant money made available in Section 2 as set forth in Appendix C. Although the OPWC shall not be obligated to provide moneys beyond the grant money identified in this Agreement, the Recipient may request additional funds from the Natural Resources Assistance Council. In no event shall additional grant funds exceed seventy-five percent (75%) of the actual project costs.

SECTION 9. Deed Restrictions. The Recipient shall record the Deed Restrictions together with the deed. The Recipient agrees that the Deed Restrictions shall be perpetual and shall not be amended, released, extinguished or otherwise modified without the prior written approval of the Director, at the Director's sole and absolute discretion, who shall have full enforcement authority with respect to the Deed Restrictions. If any amendment, release, extinguishment or other modification of the Deed Restrictions should occur without

the prior written approval of the Director, the Recipient or its successors and assigns as owner of the Land or interest therein, shall pay to the OPWC upon demand from the Director the following: 1) all grant funds disbursed under this Agreement; and 2) liquidated damages equal to one hundred percent (100%) of the Funds disbursed by the OPWC for the Project together with interest accruing at a rate equal to six percent (6%) per annum from the date of Recipient's receipt of the grant.

SECTION 10. Retainage. Except as provided in the second sentence of this Section, the Recipient shall comply in all respects with the requirements of Revised Code Sections 153.12, 153.13, 153.14, and 153.63, or other Law applicable to it including, but not limited to the provisions thereof, to the extent applicable to the Recipient, which require the holding of certain amounts from payments to be made to Contractors and the deposit of such amounts into an escrow account established pursuant to Revised Code Section 153.63. The Recipient may use its legally applicable construction contract requirements for the Project, including but not limited to its legally applicable requirements, if any, for the retaining of certain amounts from payments to be made to contractors in lieu of the requirements of Revised Code Sections 153.12, 153.13, 153.14, and 153.63. All such amounts deposited into the escrow account established pursuant to Revised Code Section 153.63, if applicable, or as required by any other applicable Law shall be paid by the Recipient from the Matching Funds or other local source of funds, and shall not be paid from the moneys provided to the Recipient pursuant to Section 2 hereof.

SECTION 11. Conditions to Financial Assistance and its Disbursement. The OPWC's obligations hereunder, including its obligation to make financial assistance available to the Recipient pursuant to the terms of this Agreement, are contingent upon compliance by the Recipient with the following conditions:

- (a) The Recipient's acquisition and commitment of the Matching Funds necessary for the completion of the Project, its compliance with all other provisions of this Agreement, and its compliance with provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code. The Recipient shall set forth in Appendix D of this Agreement a description of the manner or mechanisms of providing Matching Funds pursuant to Revised Code Section 164.23(A)(6).
- (b) The Recipient shall execute any and all other documents and certificates as deemed necessary by the Director, subject to the opinion of counsel to the Director, as well as any required by changes in State or Federal Law, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

SECTION 12. Representations, Warranties and Covenants of Recipient. The Recipient represents, warrants and covenants for the benefit of the OPWC as follows:

- (a) The Recipient is a Local Political Subdivision or Nonprofit Organization with all the requisite power and authority to acquire and/or construct or improve, or provide for the construction or improvement of, and operate the Project under the laws of the State and to carry on its activities as now conducted;
- (b) The Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement;
- (c) This Agreement is the legal, valid and binding obligation of the Recipient subject to certain exceptions in the event of bankruptcy and the application of general principles of equity;
- (d) The Recipient has complied with all procedures, prerequisites, and obligations for Project application and approval under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code;
- (e) The Recipient is not the subject or nor has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit the Recipient's ability to carry out its performance of this Agreement according to its terms.
- (f) Use of Proceeds. With respect to the Project to be financed by moneys provided pursuant to Section 2 hereof:

- (i) The total Cost of Project shall not and will not include any cost which does not constitute costs as provided in Revised Code Section 164.22;
 - (ii) All of the Project is owned, or will be owned, by the Recipient or another Nonprofit Organization approved by the Director;
 - (iii) The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and
 - (iv) The Recipient may depart from any of its agreements contained in subparagraph (iii) if it delivers to the Director, at the Recipient's expense, an opinion of Bond Counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.
- (g) General Tax Covenant. The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes;
 - (h) Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those provided to the Recipient pursuant to Section 2 of this Agreement to fund the Project to completion;
 - (i) Ohio Products. The Recipient shall, to the extent practicable, use and shall cause all of its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project;
 - (j) Equal Employment Opportunity. The Recipient shall, and shall require that all contractors and subcontractors working on the Project, comply with the equal opportunity requirements contained in Section 164.07(A) of the Revised Code and rule 164-1-32 of the Administrative Code;
 - (k) Prevailing Wage. The Recipient shall comply and shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Revised Code Sections 164.07(B) and 4115.03 through 4115.16; and
 - (l) Construction Bonds, Insurance and Supervision.
 - (i) The Recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100 percent (100%) of its contract price as security for the faithful performance of its contract.
 - (ii) The Recipient shall require that each of its construction contractors and each subcontractor maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Public Liability, Property Damage and Vehicle Liability Insurance.
 - (iii) The Recipient shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OPWC and the Recipient at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

SECTION 13. Progress Reports. The Recipient shall submit to the OPWC, at the OPWC's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the OPWC may reasonably require.

SECTION 14. Audit Rights. The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of three (3) years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within ten (10) days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each and every negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken to remedy or otherwise satisfactorily resolve each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Chapter 164 of the Revised Code until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

SECTION 15. General Assembly Appropriation. The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Chapter 164 of the Revised Code. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code and until the Recipient has acquired and committed all funds necessary for the full payment of the Matching Funds applicable to the Project.

SECTION 16. Indemnification. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Revised Code Section 126.30. Provided that the Recipient is not a Local Political Subdivision, the Recipient shall indemnify and hold harmless the Director, the OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, the Recipient's use or application of the funds being provided by the OPWC hereunder and the Recipient's construction or management of the Project.

SECTION 17. Termination. The OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the terms or conditions contained herein. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement. In the absence of any such failure, this Agreement shall terminate and the obligations of the parties hereto shall be deemed to be satisfied on the date on which all of the Infrastructure Bonds, of which the proceeds were used to pay or reimburse the costs of the Project, have been retired.

SECTION 18. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be located in the courts of Franklin County, State of Ohio.

SECTION 19. Severability. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by Law.

SECTION 20. Entire Agreement. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

SECTION 21. Captions. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

SECTION 22. Notices. Except as otherwise provided hereunder, any notices required hereunder shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

SECTION 23. No Waiver. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure in no way affects the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

SECTION 24. Acceptance by Recipient. This Agreement must be signed by the Chief Executive Officer of the Recipient and returned to, and received by, the OPWC within forty-five (45) days of the date written on the first page of this Agreement. Failure of the Recipient to return a fully executed copy of this Agreement to the OPWC within the forty-five (45) day limit will result in this Agreement being declared null and void. However, upon the Recipient presenting the Director with a written explanation of the need to extend this forty-five (45) day limit, the Director, in his sole discretion, may extend the forty-five (45) day limit.

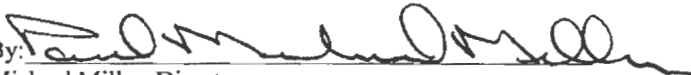
SECTION 25. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project No. CCIAE as of the date first written above.

RECIPIENT

GRANTOR

STATE OF OHIO, OHIO PUBLIC WORKS
COMMISSION

By: 
Michael Miller, Director

Charles Boso, City Administrator

The City of Grove City
Broadway

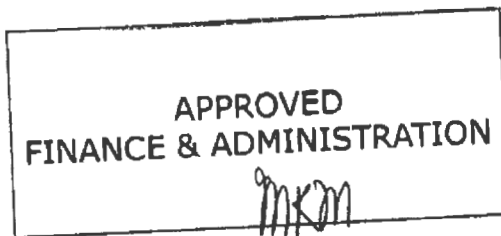
Grove City, OH 43123-

Ohio Public Works Commission
65 East State Street
Suite 312
Columbus, OH 43215

WITNESS



WITNESS



APPENDIX A

PROJECT DESCRIPTION AND COMPLETION SCHEDULE

1) PROJECT DESCRIPTION / PHYSICAL SCOPE:

The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby defined and described as follows:

a) **PROJECT NAME: West Water Run Stream Restoration**

b) **SPECIFIC DESCRIPTION:** West Water Run is a direct tributary to the Scioto River and is located in the Grant Run-Scioto River watershed. This project is located between river miles 4.85 and 5.7 in the headwaters of West Water Run. The restoration site involves 4,250 linear feet of a degraded and historically channelized segment of West Water Run, located north of Cleveland Avenue and west of the existing CSX Railroad in Grove City, Franklin County. The project is located on the former Beulah Park Racetrack, on property owned by Beulah Park Gaming Ventures, Inc. The project covers portions of several parcels listed under one deed: Parcel nos. 040-004279, 040-004270, 040-004272, 040-004271, 040-000468, 040-000189, 040-000719, 040-000708, 040-004269, 040-000911, 040-000106, 040-000848, and 040-000715. The surrounding area includes residential lots along Demorest Road to the west, the CSX Railroad and residential lots to the east, the former Beulah Park facilities to the north and southwest, and the Beulah neighborhood to the southeast.

c) **PROJECT TYPE; MAJOR COMPONENTS:** This project will restore 4,250 linear feet of West Water Run, currently a historically channelized, incised/entrenched stream with no functional riparian corridor. The proposed restoration would relocate a portion of the stream from its current alignment, which is located directly adjacent to homes and roadways within the Beulah subdivision, to the site of the former Beulah Park Racetrack. The relocation and restoration of the stream will serve to reconnect the channel to a natural floodplain and provide a functional riparian corridor.

A natural channel design (NCD) approach will be utilized to complete the proposed restoration. The existing linear, entrenched channel will be abandoned and replaced with a new 4,250-linear foot meandering channel and floodplain corridor. The restored channel will have a smaller cross-sectional area than the existing channel, which will reduce excessive deposition and transport sediment through the system more effectively.

The restored stream channel will be constructed with the appropriate pattern, profile and bankfull dimensions based on NCD principles and an analysis of existing conditions. A riffle/run/pool/glide sequence with a cobble/gravel substrate will be restored to the channel bed to substantially improve in-stream habitat.

The restored channel will be constructed within a 125-foot wide constructed floodplain with a total riparian corridor width of at least 160 feet, providing for a stable and functional stream corridor. The riparian corridor will be planted with diverse, native tree and shrub species and an appropriate native grass seed mix.

d) **PROJECT EMPHASIS:** This project restores natural stream channel and functioning floodplain, improves water quality and aquatic habitat, and supports comprehensive open space planning.

e) **TERMS OF EASEMENTS** This project will establish a 14.0-acre permanent conservation easement to be held in perpetuity by the City of Grove City. The terms of the easement will dictate limited uses focused on passive recreation. OPWC-required restrictions shall be placed on all parcels involved and shall run with lands in perpetuity. The easement will only allow for disturbances to vegetation related to controlling invasive species and removal of dead trees that pose a threat to the public. In addition, the easement will allow for monitoring and maintenance required to sustain the form and function of the restored channel.

f) **PUBLIC ACCESS INFORMATION** Public access will be provided via a stream-side greenway between Demorest Road and a planned extension of Mill Street. This greenway will interconnect the Grove City Town Center, Breck Community Park, trails along Demorest Road, and future park space on the former Beulah Park site. As currently planned, there would be no restrictions on the hours of availability.

g) **OWNERSHIP MANAGEMENT OPERATION** The conservation easement protecting the restored stream channel and riparian corridor will be held by the City of Grove City, which will manage, maintain, and protect the designated area.

APPENDIX A - PAGE 2

2) PROJECT SCHEDULE:

The Project, for which the provision of financial assistance is the subject of this Agreement, shall be pursued and completed in accordance with the following schedule:

<u>ACTIVITY</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
a) Plan Dates	08/01/2015	06/01/2016
b) Acquisition Dates	11/01/2015	04/01/2016
c) Site Improvement Dates	06/15/2016	12/15/2016

NOTE: Land acquisition and site improvements must begin within 30 days of the date(s) set forth herein for the start of land acquisition and site improvements, or this Agreement may become null and void, at the sole option of the Director. However, the Recipient may apply to the Director in writing for any extensions of these dates. The Recipient shall specify the reasons for the delay in the start of these activities and provide the Director with a new set of dates. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

The information detailed in this Appendix A shall serve as the basis for Project monitoring purposes and for determining Project acceptance upon its completion. In the event that circumstances require a change in physical scope, such changes must be approved through the execution of an amendment to this Project Agreement.

APPENDIX B

PROJECT ADMINISTRATION DESIGNATION

The Project Administration Designation required by Section 6(a) of this Agreement, and in accordance with the definitions set forth in Section 1 of this Agreement, for the sole purpose of administering the Project, as defined and described in Appendix A of this Agreement, under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code is hereby established as follows:

The Recipient designates:

- 1.) **Charles Boso / City Administrator** to act as the Chief Executive Officer
- 2.) **Michael Turner / Finance Director** to act as the Chief Fiscal Officer
- 3.) **Michael Boso / Project Manager** to act as the Project Manager

NOTE: Upon any change in such a designation, the Recipient shall immediately provide written notification to the OPWC.

APPENDIX C

PROVISION OF FINANCIAL ASSISTANCE

As authorized by Section 2 of this Agreement for the sole and express purpose of financing the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in Appendix D of this Agreement, the OPWC hereby agrees to provide financial assistance, subject to the terms and conditions contained in this Agreement, from the Clean Ohio Conservation Fund which constitutes the proceeds of the Infrastructure Bonds, in an amount not to exceed **Seven Hundred Seventy-Six Thousand, Eight Hundred Fifty Dollars (\$ 776,850)**. This financial assistance shall be provided in the form of a grant.

APPENDIX D

LOCAL SUBDIVISION CONTRIBUTION, PROJECT FINANCING AND EXPENSES SCHEME AND DISBURSEMENT RATIO

- 1) **OPWC/LOCAL SUBDIVISION PARTICIPATION PERCENTAGES:** For the sole and express purpose of financing/reimbursing costs of the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in this Appendix D, the Recipient hereby designates The City of Grove City's Percentage Contribution as amounting to a minimum total value of 70% percent of the total Project Cost. The OPWC participation percentage shall be 30% percent. However, in the event of a cost over-run, the maximum OPWC dollar contribution shall not exceed the amount identified in Appendix C.
- 2) **PROJECT FINANCING AND EXPENSES SCHEME:** The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project as defined and described in Appendix A of this Agreement to consist of the following components:

1.1 PROJECT ESTIMATED COSTS: Total dollars	\$ 2,589,500
a.) Acquisition Expenses	\$ 490,000
Fee Simple	\$ 0
Easement	\$ 490,000
b.) Planning and Implementation:	\$ 236,200
Appraisal	\$ 5,000
Title Work	\$ 0
Closing costs	\$ 0
Environmental Assessments	\$ 6,000
Design	\$ 115,600
Other Eligible Planning Costs	\$ 109,600
c.) Site Improvements:	\$ 1,835,800
d.) Permits, Advertising, Legal:	\$ 0
e.) Contingencies:	\$ 27,500
f.) Total Estimated Costs:	\$ 2,589,500

APPENDIX D

Page 2

LOCAL SUBDIVISION CONTRIBUTION, PROJECT FINANCING AND EXPENSES SCHEME AND DISBURSEMENT RATIO

- 1) **OPWC/LOCAL SUBDIVISION PARTICIPATION PERCENTAGES:** For the sole and express purpose of financing/reimbursing costs of the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in this Appendix D, the Recipient hereby designates **The City of Grove City's** Percentage Contribution as amounting to a minimum total value of **70%** percent of the total Project Cost. The OPWC participation percentage shall be **30%** percent. However, in the event of a cost over-run, the maximum OPWC dollar contribution shall not exceed the amount identified in Appendix C.
- 2) **PROJECT FINANCING AND EXPENSES SCHEME:** The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project as defined and described in Appendix A of this Agreement to consist of the following components:

1.2 PROJECT FINANCIAL RESOURCES:

a.) In-Kind or Force Account	\$ 0
b.) Applicant Contributions	\$ 1,322,650
c.) Other Public Revenues	
Land Water Conservation Fund	\$ 0
Nature Works	\$ 0
Ohio Environmental Protection Agency	\$ 0
Ohio Department of Natural Resources	\$ 0
Other Public Revenues	\$ 0
d.) Private Contributions	\$ 490,000
Subtotal Local Resources	\$ 1,812,650
e.) Clean Ohio Conservation Fund	\$ 776,850
Funds from Other NRAC	\$ 0
Dist Project ID	
Subtotal Clean Ohio Resources	\$ 776,850
f.) Total Financial Resources:	\$ 2,589,500

**OHIO PUBLIC WORKS COMMISSION
APPENDIX E - DISBURSEMENT REQUEST FORM AND CERTIFICATION**

DISBURSEMENT REQUEST NUMBER: _____

Statement requesting the disbursement of funds from the Clean Ohio Conservation Fund pursuant to Section 6 of the Project Agreement (the "Agreement") executed between the Director of the Ohio Public Works Commission (the "Director") and The City of Grove City, 049-32592, Franklin (the "Recipient"), dated 06/01/2015, for the sole and express purpose of financing the Clean Ohio Conservation Project defined and described in Appendix A of the Agreement (the "Project") and named and numbered as **West Water Run Stream Restoration, CCIAE**.

EXPENDITURES PROGRESS:

	(1) AS PER AGREEMENT	(2) PAID PRIOR TO THIS DRAW	(3) AS PART OF THIS DRAW	(4) PAID TO DATE (Column 2 + 3)
a.) Acquisition Expenses	\$ 490,000	\$ _____	\$ _____	\$ _____
b.) Planning and Implementation	\$ 236,200	\$ _____	\$ _____	\$ _____
c.) Site Improvements	\$ 1,835,800	\$ _____	\$ _____	\$ _____
d.) Permits, Advertising, Legal	\$ 0	\$ _____	\$ _____	\$ _____
e.) Contingencies	\$ 27,500	\$ N/A	\$ N/A	\$ N/A
f.) Total Estimated Costs:	\$ 2,589,500	\$ _____	\$ _____	\$ _____

FINANCING PROGRESS:

	(1) AS PER AGREEMENT	(2) USED PRIOR TO THIS DRAW	(3) AS PART OF THIS DRAW	(4) USED TO DATE (Column 2 + 3)
1.2				
g.) Clean Ohio Fund	\$ 776,850	\$ _____	\$ _____	\$ _____
Other NRAC	\$ 0	\$ _____	\$ _____	\$ _____
Dist Project ID				
h.) Local Share				
1) In-kind Contributions	\$ 0	\$ _____	\$ _____	\$ _____
2) Applicant Contributions	\$ 1,322,650	\$ _____	\$ _____	\$ _____
i.) Other Public Revenues				
1) Nature Works	\$ 0	\$ _____	\$ _____	\$ _____
2) LWCF	\$ 0	\$ _____	\$ _____	\$ _____
3) OEPA	\$ 0	\$ _____	\$ _____	\$ _____
4) ODNR	\$ 0	\$ _____	\$ _____	\$ _____
5) Other Revenues	\$ 0	\$ _____	\$ _____	\$ _____
6) Private Contributions	\$ 490,000	\$ _____	\$ _____	\$ _____
j.) Total Local	\$ 1,812,650	\$ _____	\$ _____	\$ _____
k.) Total Resources (g+j for each column)	\$ 2,589,500	\$ _____	\$ _____	\$ _____

[Note: Column total for Line (k) must be equal to the column totals for Line (f)]

Subdivision Name: The City of Grove City, Franklin
Project Name: West Water Run Stream Restoration
OPWC Control No.: CCIAE

Appendix E - Page 2

Disbursement Request # _____

Is this the final request for disbursement of OPWC funds? YES NO

If the answer is YES or if this disbursement uses the remainder of your OPWC assistance, your project file will be closed upon processing this request. As described in Appendix D of the Project Agreement, your minimum Percentage Contribution is 70% of the total project cost.

AUTHORIZED CERTIFICATIONS

All signatures must be original and in color ink.
(Note: Changes to project officials must be submitted in writing.)

PROJECT MANAGER CERTIFICATION:

I hereby certify that the work items invoiced and included herein are exclusively associated with the Project, have been completed in a satisfactory manner, and are otherwise in accord with the terms and conditions of the Agreement. This request reflects project completion at an estimated _____%.

Michael Boso, Project Manager

Date

()
Phone

CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER CERTIFICATION:

The undersigned Chief Executive Officer and Chief Fiscal Officer of the Recipient, as both are designated in Appendix B of the Agreement, hereby request the Director to disburse financial assistance moneys made available to Project in Appendix C of the Agreement (inclusive of any amendment thereto) to the payee as identified below in the amount so indicated which amount equals the product of the Disbursement Ratio and the dollar value of the attached cost documentation which was properly billed to the Recipient in exclusive connection with the performance of the Project. The undersigned further certify that:

- 1) Each item of project cost documentation attached hereto is properly payable out of the Clean Ohio Conservation Fund in accordance with the terms and conditions of the Agreement, and none of the items for which payment is requested has formed the basis of any payment heretofore made from the Clean Ohio Conservation Fund;
- 2) Each item for which payment is requested hereunder is or was necessary in connection with the performance of the project;
- 3) In the event that any of the money disbursed to the Recipient pursuant to this request is to be used to pay Project costs based on an invoice submitted by a vendor of which the Recipient's share is yet to be paid, the Recipient shall expend such money to pay such vendor for the Project costs within twenty-four (24) hours after receipt thereof. Recipient shall hold such money un-invested pending payment to the vendor;
- 4) This statement and attachments hereto shall be conclusive as evidence of the facts and statements set forth herein and shall constitute full warrant, protection, and authority to the Director for any actions taken pursuant hereto; and
- 5) This document evidences the approval of the undersigned Chief Executive Officer and Chief Fiscal Officer of each payment hereby requested and authorized.

IN WITNESS WHEREOF, the undersigned have executed this Disbursement Request Form and Certification as of this _____ day of _____, 20____.

Michael Turner, Finance Director

CFO Phone: () _____

Charles Boso, City Administrator

Subdivision Name: The City of Grove City, Franklin
Project Name: West Water Run Stream Restoration
OPWC Control No.: CCIAE
Project Manager: Michael Boso, Project Manager

Disbursement Request # _____

CONTRACTOR/VENDOR PAYEE IDENTIFICATION:

Set forth the appropriate portion(s) of this Disbursement Request amount (all or part of the amount from G(3)) that is to be paid to each of the contractors/vendors (or The City of Grove City) identified below, and as are supported through accompanying copies of invoices or other evidence of expense.

1) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC \$ _____

PAYEE: _____

Address: _____

Phone: (____) _____ - _____

Federal Tax ID #: _____

2) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC \$ _____

PAYEE: _____

Address: _____

Phone: (____) _____ - _____

Federal Tax ID #: _____

3) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC \$ _____

PAYEE: _____

Address: _____

Phone: (____) _____ - _____

Federal Tax ID #: _____

4) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC \$ _____

PAYEE: _____

Address: _____

Phone: (____) _____ - _____

Federal Tax ID #: _____

OPWC Use Only

Accounting: _____

(initial)

Approval by: _____

(signature)

Auditor: _____

(initial)

Date: ____/____/____

APPENDIX F

ESCROW AGREEMENT West Water Run Stream Restoration CCIAE

This Escrow Agreement (this "Agreement") is made as of the _____ day of _____, 20____, by and among **THE STATE OF OHIO, acting by and through the DIRECTOR OF THE OHIO PUBLIC WORKS COMMISSION**, (the "Director" or the "OPWC"), The City of Grove City ("Recipient"), and _____ ("Escrow Agent").

RECITALS

A. **The City of Grove City** has applied for grant funds for a project eligible for funding pursuant to Sections 164.20 through 164.27 of the Ohio Revised Code (the "Grant").

B. **The City of Grove City** has entered into an agreement (the "Contract") with _____ ("Seller") for the purchase of fee simple title, or acquisition of such other interest approved by OPWC, of property of Seller located at _____ (the "Property"). A copy of the Contract is attached hereto as Exhibit A.

C. **The City of Grove City** and the OPWC have entered into a Grant Agreement funded through the Clean Ohio Conservation Fund dated **06/01/2015**.

D. Pursuant to the terms of the Grant Agreement, OPWC desires to deposit in escrow with Escrow Agent the Grant funds to be disbursed to **The City of Grove City** for the purchase of the Property, or interest therein, in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

§1. Escrow of Funds. Subject to the terms and conditions of the Grant Agreement, OPWC will disburse to Escrow Agent Grant funds available to Recipient, which disbursement shall be made by a check sent to Escrow Agent via regular U.S. Mail, or by such other means determined by the Director in the Director's sole discretion, prior to the closing date as scheduled under the Contract (the "Escrow Funds"). The Escrow Funds shall be held by Escrow Agent, together with any funds of Recipient made available prior to closing on the terms and conditions hereinafter set forth.

§2. Delivery of Escrow Funds. Upon confirmation by Escrow Agent that the following conditions have been satisfied, Escrow Agent shall disburse the Escrow Funds to Recipient in connection with the closing of the purchase of the Property or other interest therein:

(a) Escrow Agent has confirmed that Recipient has sufficient funds to complete the purchase of, or acquisition of other interest approved by the Director in and to, the Property (the "Closing") and to pay all costs, fees and expenses to be paid by Recipient with respect thereto as disclosed on the settlement statement prepared by Escrow Agent and signed by Recipient and Seller (the "Settlement Statement").

(b) Upon recording of the Conveyance Instrument (as defined in subsection (d) of this Section 2), (i) Recipient will hold marketable title to the Property or (ii) if Recipient is acquiring an interest in the Property other than fee simple, as approved by the Director, Seller holds marketable title to the Property and has granted a valid interest in the Property to Recipient pursuant to the Contract.

(c) If the Contract requires, or Recipient has requested and agreed to pay for, a title insurance policy with respect to the Property (the "Title Policy"), Escrow Agent, as title insurer or agent therefor, is prepared to issue the Title Policy to Recipient.

(d) Escrow Agent is prepared to record, on the date of Closing, (i) the deed, or other instrument appropriate for the interest in the Property to be conveyed pursuant to the Contract, from Seller to Recipient with respect to the Property (the "Conveyance Instrument"), and (ii) the deed restrictions approved by the Director with respect to the Property (the "Deed Restrictions").

(e) If Escrow Agent is an agent of a title insurance company, Escrow Agent has caused an insured closing letter to be issued to OPWC by such title insurance company with respect to Escrow Agent's acts in connection with the Closing and Escrow Agent's performance of its obligations under this Agreement.

§3. Recorded Instruments. Within thirty (60) days of Closing, Escrow Agent shall furnish to OPWC copies of the Settlement Statement, recorded Conveyance Instrument and recorded Deed Restrictions.

§4. Unused Escrow Funds. In the event that a Closing does not occur when required under the Contract, or in the event that the Closing does occur but Escrow Funds remain in an account with Escrow Agent, the Escrow Agent shall notify OPWC in writing promptly thereafter. After receipt of such notice, OPWC shall deliver written instructions to Escrow Agent directing Escrow Agent's release of the Escrow Funds. Immediately upon Escrow Agent's receipt of such notice from OPWC, Escrow Agent shall release the Escrow Funds, or balance thereof, in accordance with OPWC's written instructions.

§5. Notices. Any and all notices to be provided under this Agreement shall be addressed to the party to receive such notice at the address set forth below:

(a) If to OPWC, addressed to:

State of Ohio
Ohio Public Works OPWC
65 East State Street, Suite 312
Columbus, Ohio 43215
Attention: Director

(b) If to Recipient, addressed to:

The City of Grove City
Broadway

Grove City, OH 43123-

(c) If to Escrow Agent:

or at such other place or places or to such other person or persons as OPWC, Escrow Agent, or Recipient may designate by notice to the other parties. Notices hereunder may be given by registered or certified mail, return receipt requested,

or by nationally recognized overnight courier service with written acceptance of delivery. Notice shall be deemed delivered (i) if by registered or certified mail, three (3) business days after deposit of the same with the U.S. Postal Service or (ii) if by overnight courier service, on the date evidenced by the written acceptance of delivery.

§6. Deposit of Escrow Funds. By its execution hereof, Recipient acknowledges that the deposit of the Escrow Funds into escrow with Escrow Agent does not confer any rights or claims to the Escrow Funds by Recipient unless all of the conditions in Section 2 above and the conditions as set forth in the Grant Agreement, have been satisfied.

§7. Disputes. If any disagreement or dispute shall arise between or among any of the parties hereto and/or any other persons resulting in adverse claims and demands being made for a Escrow Funds or any portion thereof, Escrow Agent shall immediately return the Escrow Funds to OPWC, whereupon Escrow Agent shall have no further obligations under this Agreement and Recipient and OPWC shall hold harmless Escrow Agent from any and all claims relating to this Agreement other than those arising from Escrow Agent's fraud, bad faith, negligence or intentional misconduct.

§8. Indemnification. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the Project sufficient to impose upon the Director any of the obligations specified in Section 126.30 of the Revised Code. Provided that the Recipient is not a Local Political Subdivision (as defined in the Grant Agreement), the Recipient shall indemnify and hold harmless the Director, OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, Recipient's use or application of the funds being provided by OPWC hereunder and Recipient's construction or management of the Project.

§9. Time of Essence. Time is of the essence in the performance of the obligations set forth in this Agreement.

§10. Governing Law. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the State of Ohio.

§11. Beneficiary. This Agreement is not intended to confer any rights or remedies upon any person or party other than Escrow Agent, Recipient and OPWC.

§12. Construction. Wherever possible, the terms of this Agreement shall be construed and interpreted so as to be effective and valid under Ohio Law. If any provision of this Agreement or any document contemplated hereby shall be deemed invalid or prohibited under Ohio Law, such provision shall be invalid or prohibited only to the extent of such invalidity or prohibition, and Escrow Agent, Recipient and OPWC shall promptly consult and attempt to agree on a legally acceptable modification that gives effect to the commercial objectives of the unenforceable or invalid provision, and every other provision of such document shall remain in full force and effect.

§13. Modification. Neither this Agreement nor any provision hereof may be modified or amended except by an instrument in writing signed by all the parties hereto, and then only to the extent set forth in such instrument.

§14. Counterparts. This Agreement may be executed in any number of counterparts, each which shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their respective duly authorized representatives as of the date first above written.

RECIPIENT:

(Signature)

Charles Boso, City Administrator

ESCROW AGENT:

(Signature)

(City, State, Zip)

Date: 07/01/15
Introduced By: Ms. Lanese
Committee: Service
Originated By: Mayor
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: CR-39-15
1st Reading: 07/06/15
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR-39-15

A RESOLUTION TO WAIVE THE CITY FEES ASSOCIATED WITH WATER AND SEWER CONNECTIONS FOR THE DEVELOPMENT OF THE SCIOTO GROVE METRO PARK

WHEREAS, the City and Franklin County Metropolitan Park District have been working together to develop a new metro park to serve south central Franklin County and the City; and

WHEREAS, in 2010, the City donated approximately 191± acres to Metro Parks to be included in the new park; and

WHEREAS, Metro Parks is moving forward with the development of the Scioto Grove Metro Park which will be a 620 acre park that will feature five miles of trails, shelters and a playground; and

WHEREAS, the City is working with Metro Parks to annex the entire park into the City and move the development forward; and

WHEREAS, in order to encourage the timely development of this new asset for the community, the City desires to waive all its fees associated with the water and sewer connections for the development of the park.

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

SECTION 1. The City hereby waives its portion of the sewer connection fee under Chapter 939 and its portion of the water connection fee under Chapter 951 of the Grove City Codified Ordinances for the Scioto Grove Metro Park as such a waiver in the best interests of the City.

SECTION 2. This resolution 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
resolution is correct as to form.

Stephen J. Smith, Director of Law

Date: 04/28/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: C-29-15
1st Reading: 05/04/15
Public Notice: 05/07/15
2nd Reading: 06/15/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

Postponed
5/9/16

ORDINANCE C-29-15

AN ORDINANCE FOR THE REZONING OF 3.25 ACRES LOCATED WEST OF BROADWAY AND SOUTH OF PARK STREET FROM IND-1, C-2 AND CBD TO PUD-R

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 April 22, 2015; 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 IND-1, C-2 and CBD to PUD-R with zoning text:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 1388 *and being part of those tracts of land conveyed to The City of Grove City, Ohio, as recorded in Official Records, 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

Exhibit A
C-29-15

ZONING DESCRIPTION
3.25 ACRES

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military Survey Number 1388, being part of those tracts of land conveyed to The City of Grove City, Ohio by deeds of record in Official Record 11454G16, Official Record 11545J04, Official Record 13786F16 and Official Record 13786F17, all of those tracts conveyed to The City of Grove City, Ohio by deeds of record in Instrument Number 200108130186816 (Parcels I thru VI and Tract 2), Instrument Number 200302100041687, Official Record 34083G17, and Official Record 12371D16, all of the alley vacated by City of Grove City Ordinance Number C-19-61 and the public alley as shown on the subdivision plat entitle Jos. Buchholtz's Addition, of record in Plat Book 5, Page 244, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

Beginning at the southwesterly corner of said Tract 2, the southeasterly corner of that 11.447 acre tract conveyed to CSX Transportation Inc, Baltimore & Ohio Railroad, being in the northerly right-of-way line of Grove City Road;

Thence North 32° 38' 48" East, with the easterly line of said 11.447 acre tract, a distance of 463.76 feet to a point in the southerly right-of-way line of Park Street;

Thence South 55° 46' 41" East, with said southerly right-of-way line, a distance of 425.00 feet to a point;

Thence South 34° 13' 19" West, across said The City of Grove City, Ohio tracts, a distance of 209.47 feet to a point in said northerly right-of-way line;

Thence North 87° 25' 43" West, with said northerly right-of-way line, a distance of 484.28 feet to the POINT OF BEGINNING, containing 3.25 acres, more or less.

This description was prepared using documents of record and prior plats of survey, and is not to be used for transfer.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

C-29-15

BROADWAY AND PARK

3.25 +/- ACRES

GROVE CITY, OHIO

PLANNED UNIT DEVELOPMENT – RESIDENTIAL (PUD-R)

Applicant:

The Pizzuti Companies
Two Miranova Place, Suite 220
Columbus, Ohio 43215

Property Owner:

City of Grove City
4035 Broadway
Grove City, Ohio 43123

ZONING AND DEVELOPMENT STANDARDS TEXT

EXHIBIT A – ZONING BOUNDARY DESCRIPTION

EXHIBIT B – CONCEPTUAL SITE LAYOUT

EXHIBIT C – CONCEPTUAL BUILDING DESIGN

Prepared/Revised:

April 15, 2015

1. Site Boundary (Zoning Description)

The project area ("Site") shall consist of an approximate 3.25 +/- acre site (including right-of-way) located west of Broadway, north of Grove City Road, south of Park Street and east of the CSX Transportation Inc. property as further described in the Zoning Exhibit attached hereto (Exhibit A).

2. General Provisions

- a. The provisions outlined herein shall apply to the site as described in Exhibit A unless otherwise approved by the Grove City Council. Other provisions of the Grove City Zoning Code shall only apply to the extent that this Zoning Text does not address such matters.
- b. For purposes of this proposed Zoning and Development Standards text, the terms and words contained herein shall be considered to carry their usual and customary meanings. Likewise terms outlined in present tense shall also include the future tense and those in singular tense may include the plural. The word "shall" should be considered as mandatory. Other definitions or meanings not clarified herein shall reference the Codified Ordinances of the City of Grove City.
- c. All provisions of this Zoning and Development Standards text shall be severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, section, subsection or other provision is invalid or the application of any part of this provision to any person or circumstances is invalid, then the remaining provisions and the application of those provisions to other persons, successors or circumstances are not affected by that decision.
- d. Deviations from the standards, requirements and uses set forth herein as well as the Zoning Code may be approved by Council through the Development Plan process as long as they are consistent and harmonious with the overall intent of the development as contemplated and do not otherwise diminish, detract, or weaken the overall compatibility of same with adjacent and proximate properties and uses.

3. Permitted Use and Accessory Uses

- a. Permitted Use. – Permitted uses shall be limited to multi-family residential (apartment or condominium). Broadway and Park will be an urban residential development containing a variety and mixture of bedroom units/sizes with a maximum of 135 dwelling units. The livable square footage shall not be less than 600 square feet for single bedroom unit and 800 square feet for a two bedroom

unit. There shall not be less than 110 square feet of livable space for each additional bedroom.

- b. Accessory Uses. Accessory uses shall be prohibited unless otherwise provided for below. All interior accessory uses provided for below shall be located on the ground floor level of Building A1 as generally depicted on Exhibit B and designated as Apartment Amenities Spaces.
 - i. Office – shall be allowed as an accessory use but shall be limited to those activities necessary to conduct leasing and management operations for the development.
 - ii. Recreation and resident services (indoor and outdoor) - shall be allowed as an accessory use but shall be restricted to those services directed at meeting the needs of Broadway and Park residents. Such uses shall be non-membership based and include fitness facilities business centers, recreational uses, study rooms, community gathering spaces, multi-purpose rooms, and other amenity uses that are customary for similar developments.
 - iii. Neighborhood Retail – shall be allowed as an accessory use provided its intent is to support the multi-family lifestyle of the development's residents as determined by the Chief Zoning Official. Allowable uses may include coffee shops, variety stores, sundry shops, and other similar uses. The total allowable retail space may not exceed more than 2,000 square feet.

4. General Site Development Standards

- a. Setbacks.
 - i. Adjacent to public rights-of-way: building setback, 0 feet; parking setback, 6 feet.
 - ii. Adjacent to non-rights-of-way property: building setback, 15 feet; parking setback 10 feet.
 - iii. Accessory structures: shall be setback and placed in accordance with the Grove City Zoning Code.
- b. Parking Ratio. A minimum of one (1) parking space shall be provided per bedroom.

- c. Primary Building Design. Buildings shall be designed in accordance with Section 1138.04(b) of the zoning code and as generally depicted in Exhibit C. Primary building designs shall take into account the architectural style, general design, arrangement, texture, material and color of other structures and premises within the Historical Preservation Area (HPA).
- i. Buildings shall be a maximum of 45 feet in height.
 - ii. Buildings will include balconies and Juliet balconies (upper floors) and/or porches/patios.
 - iii. Upper floors will be accessed by closed, conditioned corridors with elevators.
 - iv. All buildings will meet the minimum Department of Energy (DOE) code requirements.
 - v. Mechanicals will be roof mounted and screened from view through the extension of a parapet wall or other approved method so that the equipment is not visible from any contiguous right-of-way (including Grove City Road, Park Street, Broadway and Front Street) adjacent to the site.
 - vi. Roof designs for all primary buildings shall be flat with no roof color reveal.
 - vii. Fencing and/or railings shall be constructed of metal, finished black and decorative in nature.
- d. Accessory Building Design. Structures including storage structures, covered parking facilities, dumpster enclosure(s) and similar community facilities shall be designed and finished with the same level of architectural detail and treatment as primary buildings.
- i. Fencing shall be constructed of metal, finished black and decorative in nature, consistent with similar structures located within Town Center.
 - ii. Dumpster (waste and recycling) facilities shall be constructed of or faced with brick, be topped with precast stone caps and shall utilize decorative wood gates.
 - iii. Covered parking facilities shall be enclosed on three (3) sides.

e. Exterior Finish Materials.

- i. Exterior finishes shall primarily consist of brick, stone, cast stone, cement board siding, vinyl siding or a combination thereof. No more than 35 percent of any exterior building elevation may be finished with siding. Siding shall not be used below the second floor. Split face block shall not be permitted.
- ii. The windows will feature vinyl, insulated window panes.
- iii. Awnings and/or canopies shall be constructed of canvas and be free of signage.

f. Exterior Finish Colors.

- i. Brick and/or brick veneer. The brick color shall be a red and/or brown based brick.
- ii. Trim Colors. Natural earth tones and/or warm colors that complement the brick color. High-chroma colors are not permitted.
- iii. Awnings and canopies. Awnings and canopies shall be black or an HPA approved color.

g. Signage. Signs shall comply with the size, location and design requirements of the zoning code. Lighting sources shall be external and provided through decorative gooseneck lighting fixtures.

h. Landscaping and Entry Features.

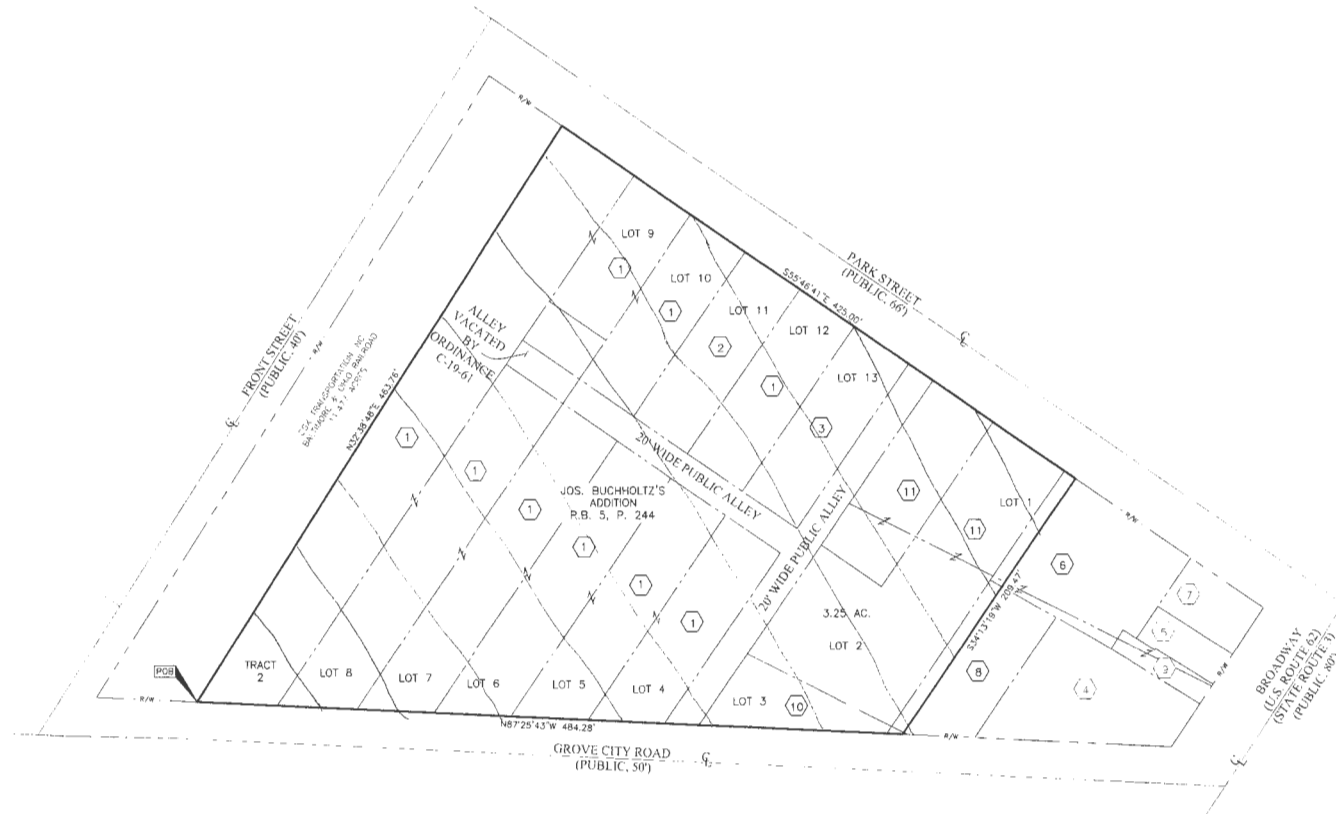
- i. The project will include a landscaping and screening plan as part of the final Development Plan that anticipates the planting of approximately 150 trees and plants including a mix of London Planetree, Pear, Zelkova, Winterking Hawthorn, Serviceberry, Seagreen Juniper and Boxwoods. A list of all plantings will be submitted for approval by the City Forester and included in the final plans. Additional screening will be provided surrounding all trash receptacles and other functional spaces.
- ii. The main entryway will include an entry feature and landscaping which shall complement and enhance the Town Center landscaping. This entry will also include decorative lighting and signage as approved in the Final Development Plan.

- iii. In the event that code required landscaping cannot be placed or accommodated on the site said landscaping shall be donated to the City for incorporation within the plaza or within the Town Center area.
- i. Sidewalks. Public walkways will be constructed along the boundaries of the site and located within the public right-of-way. Private service walks will have connectivity to all public walkways and private amenities.
- j. Amenities and Open Space. The developer will construct amenity space to be located on the first floor of the main building along Park Street that is referenced as Building A1 in Exhibit C attached hereto. Such space is programmed to include leasing and office support space and other amenity spaces contemplated and included in the permitted uses outlined herein. This space is currently planned to occupy approximately 3,100 square feet. In addition the developer will construct an outdoor space that will include an amenity island that features an activity space, fire pit and seating, planters, plaza areas and other landscaping features to be included and approved as part of the final Development Plan. The project will also include a pet wash station adjacent to the western boundary and landscaping along and near Building B on Grove City Road.
- k. Site Lighting. All site lighting fixtures, whether post or wall mounted, shall be decorative in nature, matching the gas light themed fixtures found throughout Town Center. Light source shall be gas, high pressure sodium (hsp) or LED. Site lighting shall provide 0.5 footcandle maintained at grade for all vehicular, pedestrian and common amenity areas. Fixtures shall be placed around the sites perimeter along Park Street, Grove City Road and the eastern boundary of the site. Additional decorative accent and landscaping lighting may be incorporated into the community amenity space as approved on the final development plan. Lighting fixtures (other than those which may be wall mounted) shall not exceed a height of 14 ft.
- l. Phasing. The property will be developed as a single phase, with the sequence of construction determined by the builder/developer in consultation with the City of Grove City.

ZONING EXHIBIT

VIRGINIA MILITARY SURVEY NO. 1388
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

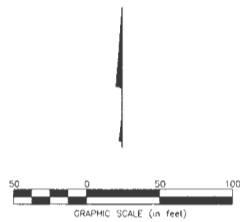
Exhibit A



OWNERSHIP REFERENCES:

- | | |
|---|--|
| 1 THE CITY OF GROVE CITY, OHIO
IN: 200108130186816 | 7 THE CITY OF GROVE CITY, OHIO
O.R. 12098608 |
| 2 THE CITY OF GROVE CITY
IN: 200302100041687 | 8 THE CITY OF GROVE CITY, OHIO
O.R. 11545J04 |
| 3 THE CITY OF GROVE CITY, OHIO
O.R. 34083G17 | 9 THE CITY OF GROVE CITY, OHIO
O.R. 12270B16 |
| 4 THE CITY OF GROVE CITY
O.R. 11964H18 | 10 THE CITY OF GROVE CITY
O.R. 13786F16 & O.R. 13786F17 |
| 5 THE CITY OF GROVE CITY, OHIO
O.R. 12666A20 | 11 THE CITY OF GROVE CITY
O.R. 12371D16 |
| 6 THE CITY OF GROVE CITY, OHIO
O.R. 11454G16 | |

Note
This survey was prepared using documents of record and prior plats of survey, and is not to be used for transfer



EMHT		Date: March 27, 2015	
Evans, Mechwart, Hombach & Associates, Inc. Engineers • Surveyors • Planners • Scientists 55 New Albany Road, Columbus, OH 43204 Ph: 614.775.4500 Fax: 614.775.3648 emh.com		Scale: 1" = 50'	
		Job No: 2015-0445	
		Sheet: 1 of 1	
REVISIONS			
MARK	DATE	DESCRIPTION	

Date: 07/01/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Co. Comm.
Approved:
Emergency: 30 Days: X
Current Expense:

No.: C-38-15
1st Reading: 07/06/15
Public Notice: 07/09/15
2nd Reading: 07/20/15
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE NO. C-38-15

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 5.46+ ACRES LOCATED SOUTH AND EAST OF BORROR ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 5.46+ acres, more or less, in Jackson Township was duly filed by Christopher and Melanie Flaum; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on April 14, 2015; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on April 22, 2015.

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

SECTION 1. The proposed annexation, as applied for in the petition of Christopher & Melanie Flaum being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on March 09, 2015 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on April 14, 2015, be and the same is hereby accepted.

Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 6115. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be SF-1, Single Family Residential, and shall be placed in Ward 3. A map is attached as "Exhibit B" and made a part hereof.

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

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

Ted A. Berry, President of Council

Passed:

C-38-15
Exhibit A
ANNEXATION DESCRIPTION
5.46 acres

From: Jackson Township

To: The City of Grove City

Situated in the State of Ohio, County of Franklin and Township of Jackson, in Virginia Military Survey No. 6115, and being all of that **5.25** acre tract conveyed to Christopher E. Flaum and Melanie A. Flaum by deed of record in Instrument No. 201308220143620, out of that 55 acre tract of land conveyed to Michael J. and Tressa L. Baer by the deed recorded in Deed Book 1250, page 454, Recorder's Office, Franklin County Ohio, along with approximately **0.21** acres within Borror Road and the right of Way of Borror Road being in a tract of land known as "RESERVE B" of Meadow Grove South Section 3 conveyed to the City of Grove City, Ohio by Deed of record as Instrument No. 200310280344240, Recorder's Office Franklin County, Ohio, and more particularly described as follows:

Beginning at the northeasterly corner of the said 5.25 acre Flaum tract in common with the northwesterly corner of a 5.9769 acre tract of land conveyed to Steven R. Isaac and Debra S. Isaac, Trustees by deed of record as Instrument No. 201104290056238, and said beginning being at an iron pipe in the present location of Borror Road, which bears South 68 deg. 04' East a distance of 400.25 feet from the Northeast corner of the above mentioned 55 acre tract;

Thence in a South Easterly (predominately southerly) direction a distance of approximately 410.8 feet along the east line of the said 5.25 acre Flaum tract and in common with the west boundary line of the said 5.9769 acre tract of land conveyed to Steven R. Isaac and Debra S. Isaac, Trustees by deed of record as Instrument No. 201104290056238, Recorder's Office, Franklin County, Ohio, to a point;

Thence in a South Easterly (predominantly Easterly) direction a distance of approximately 50.0 feet along the same common east line of the said 5.25 acre Flaum tract and the west boundary line of the previously mentioned 5.9769 Isaac tract of land to a point;

Thence in a South Westerly (predominately southerly) direction a distance of approximately 394.0 feet along the same common east line of the said 5.25 acre Flaum tract and the west boundary line of the previously mentioned 5.9769 Isaac tract to the southeast corner of the said 5.25 acre Flaum tract and being the southwest corner of the previously mentioned 5.969 acre Isaac tract;

Thence in a North Westerly (predominantly westerly) direction a distance of approximately 331.18 feet along the south line of the said 5.25 acre Flaum tract being in common with the north boundary line of the 17.791 acre tract of land conveyed to Andrew M. Sweigart by deed of record as Instrument No. 200504080066065, Recorder's Office, Franklin County, Ohio, passed the northwest corner of the said Sweigart tract to a point in the north boundary line of a 2.6565 acre tract of land conveyed to Raymond M. Baer and Victoria Baer by deed of record as Instrument No. 200504080066064, Recorder's Office, Franklin County, Ohio, to the southwest corner of the said 5.25 acre Flaum tract;

Thence in a North Easterly (predominately northerly) direction a distance of approximately 287.7 feet along the west line of the said 5.25 acre Flaum tract in common with the entire east line of and passed the 3.276 acre tract of land conveyed to Raymond M. Baer and Victoria Baer by deed of record in Deed

Book 2601 page 667, Recorder's Office, Franklin County, Ohio, thence continuing to a point along the common east line of the 5.0 acre tract of land conveyed to Robert L. Bennett and Constance E. Bennett by deed of record in Deed Book 2483 page 423, Recorder's Office, Franklin County, Ohio;

Thence in a North Westerly (predominately northerly) direction a distance of approximately 394.0 feet along the west line of the said 5.25 acre Flaum tract in common with the east line of the aforementioned 5.0 Bennett tract to an iron pipe in the center of the present location of Borrer Road and being the northwest corner of the said 5.25 acre Flaum tract and point in common with the northeast corner of the said 5.0 Bennett tract;

Thence from said northwest corner of the 5.25 acre Flaum tract in a North Westerly (predominately northerly) direction across said Borrer Road and continuing across the right of way of Borrer Road a distance of approximately 68 feet to the northerly right of way line of Borrer Road and to the existing corporation line of the City of Grove City as established by Ordinance Number C-70-75 of record in Record Book 165-584;

Thence in a North Easterly (predominately easterly) direction continuing along the said existing Corporation Line (C-70-75) a distance of approximately 135 feet to the east boundary line of a tract of land known as "RESERVE B" of Meadow Grove South Section 3 conveyed to the City of Grove City, Ohio by Deed of record as Instrument No. 200310280344240, Recorder's Office Franklin County, Ohio also being the west boundary line of a tract of land conveyed to Brian A. Clouser and Katrina L. Clouser by Deed of record as Instrument No. 200500113008504, Recorder's Office, Franklin County, Ohio;

Thence in a South Easterly (predominantly southerly) direction from said right of way line a distance of approximately 68 feet to the center of the present location of Borrer Road to a point in the north boundary line of said 5.25 acre Flaum tract;

Thence, continuing in a North Easterly (predominately easterly) direction along the center line of Borrer Rd. and also the north line of the said 5.25 acre Flaum a distance of approximately 148.40 feet to the northeast corner of the said 5.25 acre tract, and being the place of beginning.

Containing 5.46 acres of land, more or less, subject to all legal highways and easements of record in previous instruments.

The above description was prepared for annexation purposes only by Attorney Stephen J. Bowshier, 4030 Broadway, Grove City, OH 43123 in December 2014, from the best available County Records. This information was not derived from an actual field survey. The above description is not valid for the transfer of real property, and is not to be utilized in place of a Boundary Survey as defined by the Ohio Administrative Code in Chapter 4733-37.

ANNEX. NO. _____ ORD No. C-38-15
Proposed ANNEXATION OF 5.46 +/- Acres
To The
CITY OF GROVE CITY
From
JACKSON TOWNSHIP
DATE: _____ SCALE 1" = 175'

Date: 07/01/15
Introduced By: Ms. KMcGraw
Committee: Lands
Originated By: City Clerk
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-40-15
1st Reading: 07/06/2015
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-40-15

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.031 OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN BE FURNISHED TO 1.5 ACRES OF HOOVER ROAD FROM THE CORPORATION LINE TO ORDERS ROAD IN JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

WHEREAS, a petition to annex 1.5+ acres of roadway et al. known as Hoover Road, from the corporation line south to Orders Road, in Jackson Township to the City of Grove City and signed by Grove City Church of the Nazarene, et. al., 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 709.031 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 1.5+ acres of roadway et al. known as Hoover Road, from the corporation line south to Orders Road, proposed for annexation by the Grove City Church of the Nazarene et. al., 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.