

**GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA**

June 05, 2023

6:30 Caucus

7:00 p.m. Regular Meeting

Call to Order: Pres. Berry / Roll Call / Approval of Minutes / Welcome & Reading of Agenda

Presentations: Swearing In of Lt. Holmstrom; Fr. Co. Auditor's Office – Property Reappraisal Overview

LANDS: Mr. Schottke

Ordinance C-19-23 Accept the Plat of Farmstead, Phase 6, located West of S.R. 104 and South of Hibbs Rd. Second reading and public reading.

FINANCE: Mr. Holt

Ordinance C-21-23 Approve the Purchase Agreement with the Buckeye Ranch Holdings, LLC and Appropriate \$308,500.00 from the General Fund for said purchase. Second reading and public hearing.

Call for New Business

Call for Dept. Reports & Closing Comments

Adjourn

ON FILE: Minutes of: 05/15, 5/22, 5/23 Council; 05/22 BZA

Date: 05/08/23
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-19-23
1st Reading: 05/15/23
Public Notice: 5/16/23
2nd Reading: 06/05/23
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-19-23

AN ORDINANCE TO ACCEPT THE PLAT OF FARMSTEAD, PHASE 6 LOCATED WEST OF STATE ROUTE 104 AND SOUTH OF HIBBS ROAD

WHEREAS, Farmstead, Phase 6, a subdivision containing lots 262 – 265 inclusive, has been submitted to Council for their consideration.

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

SECTION 1. The Plat of Farmstead, Phase 6, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 6115, containing 2.896 acres of land, more or less. Said 2.896 acres being part of a 207.933 acre tract of land conveyed to Grand Communities, LLC, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

SECTION 2. Easements, where indicated on the plat, are hereby accepted for operation and maintenance of public utility services including but not limited to water, sanitary sewers, electricity and telephone, and to companies providing cable television and cable signal transmission services and for storm water drainage systems for the construction, operation and maintenance of the facilities to provide such services and systems above and beneath the ground.

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

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 05-09-23
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense:

No.: C-21-23
1st Reading: 05/15/23
Public Notice: 05/16/23
2nd Reading: 06/05/23
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-21-23

AN ORDINANCE TO APPROVE THE PURCHASE AGREEMENT WITH THE BUCKEYE RANCH HOLDINGS, LLC AND APPROPRIATE \$308,500.00 FROM THE GENERAL FUND FOR SAID PURCHASE

WHEREAS, the City approved the City Thoroughfare Map by Ordinance: C-15-19, passed April 15, 2019;
and

WHEREAS, the Thoroughfare Map depicts a proposed extension of Quail Creek Boulevard from its
current terminus at Hoover Road, west across Interstate 71; and

WHEREAS, under this agreement, the City will purchase land necessary for the extension of Quail Creek
Blvd.; and

WHEREAS, an appropriation to secure this purchase is necessary.

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

SECTION 1. Council hereby approves the agreement with the Buckeye Ranch Holdings, LLC as attached
as Exhibit A.

SECTION 2. There is hereby appropriated \$308,500.00 from the unappropriated monies of the General
Fund to account #100120.571000 for the Current Expense of said purchase.

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

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

Michael A. Turner, Director of Finance

C-21-23

AGREEMENT REGARDING THE CITY'S ACQUISITION OF LAND FOR THE
EXTENSION OF QUAIL CREEK BOULEVARD

THIS AGREEMENT REGARDING THE CITY'S ACQUISITION OF LAND FOR THE EXTENSION OF QUAIL CREEK BOULEVARD (the "Agreement") is entered into this ____ day of _____, 2023 (the "Effective Date") by and between the City of Grove City, Ohio, an Ohio municipal corporation having an address for purposes hereof at 4035 Broadway, Grove City, Ohio 43123 (the "City"), and Buckeye Ranch Holdings, LLC, an Ohio limited liability company having an address for purposes hereof at c/o Wills Creek, 580 North Fourth Street, Suite 120, Columbus, Ohio 43215 (together with its affiliates, the "Owner").

RECITALS

- A. The City approved the City Thoroughfare Map by Ordinance: C-15-19, passed April 15, 2019.
- B. The Thoroughfare Map depicts a proposed extension of Quail Creek Boulevard ("Quail Creek") from its current terminus at Hoover Road, west across Interstate 71.
- C. Owner is the owner of 29.055 acres of land located on the west side of Hoover Road (the "Property") over which the City desires to extend Quail Creek in accordance with the Thoroughfare Map.
- D. The City has established the final alignment and width of eighty feet for the Quail Creek right of way through the Property as depicted on Exhibit A, which is attached hereto and incorporated herein by this reference.
- E. The Property was zoned by Ordinance C-41-20 (the "Zoning"), which Zoning anticipated the City's acquisition of land for the extension of Quail Creek.
- F. The Zoning Text for the Zoning included Subarea B which is zoned to permit three hundred eighty four (384) multi-family dwelling units.
- G. By this Agreement, the Owner agrees to sell and the City agrees to purchase, pursuant to the terms and conditions contained in this Agreement, that land necessary for the extension of Quail Creek through the Property.

TERMS

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

1. Recitals. The foregoing recitals are hereby incorporated by reference as though fully restated herein.
2. Sale/Purchase. Owner agrees to sell to the City and City agrees to purchase from Owner, for the purchase price of Three Hundred Eight Thousand Five Hundred Dollars (\$308,500), the following portions of the Property:
 - i. 1.35± acres of land for right-of-way having a width of eighty (80) feet to accommodate the extension of Quail Creek; and
 - ii. 0.55± acres of land having a width of forty (40) feet for the extension of public utilities/roadway.

The 1.35± acres and the 0.55± acres are depicted on Exhibit A (Collectively the land totaling 1.9± acres is referred to herein as the "Corridor Property").

3. Owner's Additional Obligations: The following obligations are in addition to Owner's obligations set forth in sections 1 and 2 above:
 - a. Birch Bark Trail. Owner agrees to transfer to the City, at no cost to the City, that portion of the Property required for the City's extension of Birch Bark Trail. The Birch Bark Trail right of way shall be sixty feet (60') in width and approximately seven hundred (700') feet in length as depicted on Exhibit A.
 - b. Pond. Owner shall construct a detention pond for Owner's development. The pond shall be located: east of Quail Creek, with top of bank no closer than ten (10) feet from the eastern right of way line of Quail Creek; south of Birch Bark Trail, with top of bank no closer than ten (10) feet from the south right of way line of Birch Bark Trail; and, north of the southernmost portion of the "Loop Road", defined in Section 3c below, with top of bank no closer than ten (10) feet from the northern edge of the Loop Road pavement. The pond shall be landscaped in conformance with the landscape plan attached hereto as Exhibit B (the "Pond Landscape Plan") with respect to plant materials, elements, locations, and quantities. Owner shall grant a temporary easement to the City over the pond area (said area to be described in the easement document) for the purpose of granting the City access to install additional landscaping in conjunction with the future extension of Quail Creek. The term of the easement shall be for twenty four (24) months commencing upon the completion of Quail Creek. The long term maintenance of the pond shall remain the obligation of Owner.
 - c. Loop Road. Owner shall construct a private road from the terminus of the City's extension of Birch Bark Trail, south and east to Hoover Road in the general location as depicted on Exhibit A (the "Loop Road"). The Loop Road shall be twenty-six feet (26') in width, edge-of-pavement to edge-of-pavement and include a single, temporary asphalt shared use path six feet (6') in width on the west side of the Loop Road. The Loop Road may be constructed without curb and gutter.

d. Parkland. The Owner shall:

- i. Donate to the City between 2.1 and 2.6 acres of wooded land located generally as depicted as Parkland on Exhibit A in full satisfaction of Grove City Zoning Code (GCZC) Section 1101.09(b);
- ii. Provide private open space and private recreational amenities within the multifamily development; and
- iii. Pay to the City Five Hundred and Fifty Dollars (\$550) per dwelling unit in accordance with GCZC 1101.09(a) and the Community Reinvestment Area (CRA) Agreement between the City and Owner as set forth in Ordinance C-70-21.

4. City's Additional Obligations: The following obligations are in addition to City's obligations set forth in sections 1 and 2 above:

- a. Birch Bark Trail. City shall commence the design and construction of Birch Bark Trail upon the effective date of the Ordinance authorizing the City's entering into this Agreement. City acknowledges that the parcel of the Property labeled Out Parcel #4 on Exhibit A is in contract and that the proposed office building on that parcel will access to and from the City's extension of Birch Bark Trail. The City shall use its best efforts to substantially complete (open to traffic) construction of the extension of Birch Bark Trail on or before June 30, 2024.
- b. Utility lines & Project Access. The City shall grant Owner all easements and/or permits, or Owner shall reserve easements, at locations approved by the City and acceptable to Owner, to permit those utility extensions through the Corridor Property to the Property's multi-family development for the purpose of serving the multi-family dwelling units to be constructed in Subarea B. If required, private utility lines within the Corridor Property shall be relocated at the City's cost at the time of the construction of Quail Creek or replaced with public utility services with sufficient capacity to serve the existing and future development on the Property. Owner will reserve an easement for the Loop Road which easement shall terminate when the City constructs the extension of Quail Creek and opens the extension for public vehicle traffic that provides access to Owner's multi-family development (See Exhibit C).
- c. Stream Corridor. If a stream is identified in the west portion of Subarea B, the City agrees to work with the Owner to reduce the corridor setback to accommodate Owner's development plan while preserving the intent of protecting the corridor.

5. Closing.

- a. Closing Date. The closing on the Corridor Property (the "Closing") shall occur no later than 120 days after the City's approval of the Owner's final development plan for its multi-family project on Subarea B (the "Closing Date").
- b. Deeds. The deed for the Corridor Property, (and all deeds from Owner to City required by this Agreement), shall be a general warranty deed.
- c. Taxes. Owner shall pay all delinquent and current real estate taxes, including penalties and interest payable on the Corridor Property, for years through the year prior to Closing. Seller shall also pay or credit on the Purchase Price all real estate taxes from January 1st in the year of the Closing, prorated through the Closing Date on the Corridor Property. Pro-ration of undetermined taxes shall be based on a 365-day year and on the most recent available tax rate and valuation of the parent parcel giving effect to applicable exemptions, recently voted milage, and change in valuation, whether or not officially certified to the appropriate county Officials as of that date and then allocated, on a per acre basis, to the Corridor Property. Such tax pro-rations shall be final at Closing.

The obligation to pay the real estate taxes set forth in this Section 5(c) shall apply to all property transfers to the City required by this Agreement.

The City shall be responsible for the payment of the Current Agricultural Use Valuation recoupment, if any, on all property transfers to the City required by State statute.

- d. Easements. Easements addressed in Section 4(b) of this Agreement shall be approved by City prior to the Closing date and recorded as part of the Closing.
6. Contingency. Owner's and City's obligations under this Agreement are contingent on the approval of the development plan for Subarea B being in conformance with the Zoning and with stipulations, if any, being acceptable to Owner.
7. Notices. Any notice or consent required or permitted to be given by or on behalf of either party to the other shall be given by mailing such notice or consent by United States certified or registered mail, postage prepaid and return receipt requested, or via a reputable express overnight mail service which provides proof of delivery addressed to the parties as set forth below or at such other address as may be specified from time to time in writing delivered to the other party. Notices shall be effective upon receipt or refusal, as the case may be.

If to Owner:

Buckeye Ranch Holdings, LLC
580 N. Fourth Street, Suite 120-B
Columbus, Ohio 43215
Attn: Jim Schrim

If to the City:

City of Grove City
4035 Broadway
Grove City, OH 4312
Attn: City Administrator

8. Miscellaneous.

- (a) Conflict of Interest: Representatives of the City Not Individually Liable. No official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No official or employee of the City shall be personally liable to Owner, or any successor in interest, in the event of any default or breach by the City or for any amount or amounts which may become due to Owner or any successor to Owner or on any obligations under this Agreement.
- (b) Process of Agreement. The execution of this Agreement by the City Administrator on behalf of the City has been approved by the City Council through passage of Ordinance C-__-23 (the "Ordinance"), and as of the date of this Agreement the Ordinance remains in full force and effect.
- (c) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between Owner and the City.
- (d) Waivers. All waivers of the provision of this Agreement must be in writing and signed by the appropriate authorities of the City and Owner, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and Owner. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty to be observed by the other party.
- (e) Municipal Power. Nothing in this Agreement shall be construed to be in derogation of the powers granted to the municipal corporations by Article XVIII of the Ohio Constitution, including the right to protect the health, safety and welfare of its citizens.

- (f) Severability. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect.
- (g) Authority. Each party to this Agreement hereby represents and warrants that it is executing this Agreement with the full and proper authority and that the parties whose names appear hereon are duly authorized and empowered to make and execute this Agreement and that this Agreement is supported by consideration.

The City is a municipal corporation and political subdivision of the State of Ohio and is entitled to all of the immunities and defenses provided by law. Furthermore, no covenant, obligation or agreement of the City contained in this Agreement shall be deemed to be a covenant, obligation or agreement of any present or future council member, officer, agent or employee of the City in other than their official capacity and neither the council members of the City approving this Agreement nor any officer or employee of the City executing this Agreement shall be liable personally by reason of the covenants, obligations or agreements of the City contained in this Agreement.

- (h) Assignment. This Agreement shall be binding on the parties hereto and their respective successors and assigns.
- (i) Counterparts. This Agreement may be executed in counterpart, and in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.
- (j) Governing Law; Venue. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions that would cause the application of the laws of another jurisdiction.
- (k) Further Actions. The City and Owner agree to execute such additional documents, and take such further actions, as may reasonably be required to carry out the provisions and intent of this Agreement.

The City has caused this Agreement to be duly executed by Charles W. Boso, Jr., its City Administrator, as authorized by Ordinance No. C- -21, and BRH Ventures, LLC has caused this Agreement to be duly executed by, all as of the date first above written.

CITY OF GROVE CITY, OHIO

BUCKEYE RANCH HOLDING, LLC, an Ohio limited liability company

By: BBR VENTURES, LLC, an Ohio limited liability company, its sole member

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

By: WC Investors I, LLC, an Ohio limited liability company, its Managing Member

By: _____
James D. Schrim, III
Manager

Approved as to form:

Signature Date
Stephen J. Smith Law Director

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County and State, personally appeared the above named City of Grove City, Ohio by Charles W. Boso, Jr. its City Administrator, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said city, and the free act and deed of him personally as such City Administrator.

This is an acknowledgement certificate. No oath of affirmation was administered to the signer in connection with this notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2021.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County and State, personally appeared the above named James D. Schrim, III, the Manager of WC Investors I, LLC, an Ohio limited liability company, the Managing Member of BBR Ventures, LLC, an Ohio limited liability company, the sole member of Buckeye Ranch Holding LLC, an Ohio limited liability company on behalf of such limited liability companies.

This is an acknowledgement certificate. No oath of affirmation was administered to the signer in connection with this notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2021.

Notary Public

FISCAL OFFICER'S CERTIFICATE

The undersigned, Finance Director of the City of Grove City, Ohio (the "City") under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the City during the year 2021 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with O.R.C. Sections 5705.41 and 5705.44.

Dated: _____, 2021

Finance Director
City of Grove City, Ohio

EXHIBIT A

**Phase 1 - Pond Landscaping Plan
Work to be Completed Prior to Quail Creek
Blvd Extension Project**



E. P. FERRIS
ASSOCIATES
INC.

5800 KING AVENUE
COLUMBUS, OH 43211
(614) 298-2008
(614) 298-2062 (fax)
www.epferris.com

Circle 11 on Reader Service Card

GROVE CITY, OHIO
BBR DEVELOPMENT I
BBR VENTURES, LLC

GROVE CITY, OHIO
ELOPMENT NCA SITE
BBR VENTURES, LLC

207	US 2004044
208	US 2004043
209	US 2004042
210	US 2004041
211	US 2004040
212	US 2004039
213	US 2004038
214	US 2004037
215	US 2004036
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239	US 2004012
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244	US 2004007
245	US 2004006
246	US 2004005
247	US 2004004
248	US 2004003
249	US 2004002
250	US 2004001

EXHIBIT B
POND LANDSCAPE PLAN

Scale 1" = 80'

6	00.3700
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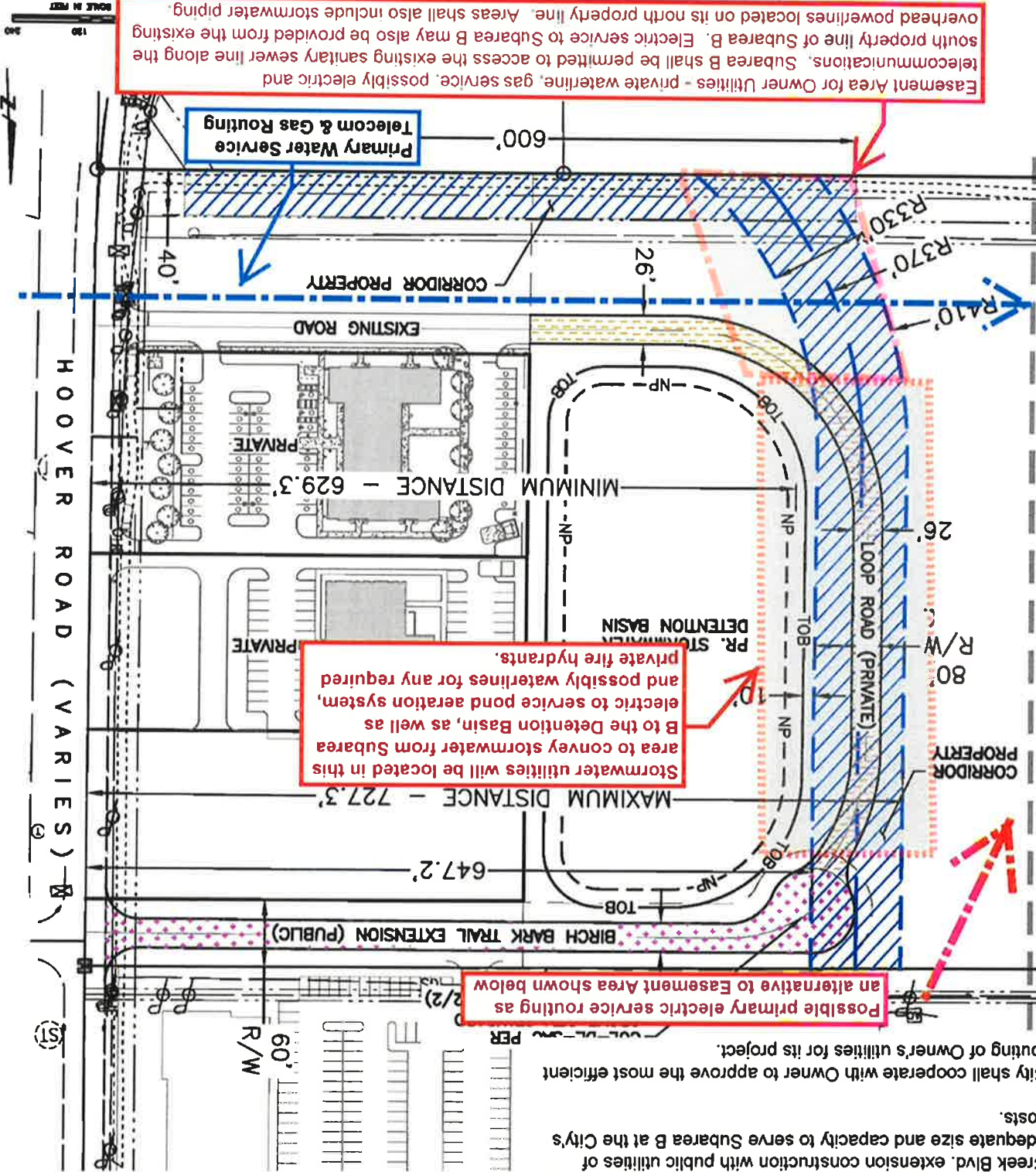
Exhibit C
3/20/2023

City shall cooperate with Owner to approve the most efficient routing of Owner's utilities for its project.

PER

private fire hydrants.

Primary Water Service
Telecom & Gas Routing



MATCHLINE - SEE SHEET 2

[illegible]

E. P. FERRIS
 AND
 ASSOCIATES
 Consulting Civil Engineers and Surveyors
 E. P. FERRIS & ASSOCIATES, INC.

BLUEGRASS PARK
GROVE CITY, OHIO
BBR VENTURES, LLC

EXHIBIT C

DATE: _____

JOB NO.	1163.001
REMOVED BY	A.O.
DRAWN BY	A.O.
CHECKED BY	O.B.
APPROVED BY	—
DATE	3/30/2018