GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

June 03, 2019 | *6:00 - Caucus* | *7:00 – Reg. Meet.*

PRESENTATIONS: Speedway Staffing Proclamation

LANDS: Mr. Schottke

Ordinance C-23-19 — Authorize a Development Agreement and an Infrastructure Agreement with Townsend Construction Company concerning the Redevelopment of approximately 212 acres of Real Property located in the City. Second reading and public hearing.

Ordinance C-24-19 — Authorize the City Administrator to enter into an Agreement for the Construction and Maintenance of a New Railroad Crossing with the Indiana & Ohio Railway Company. Second reading and public hearing.

Ordinance C-25-19 — Authorize the City Administrator to enter into an Agreement Granting a Temporary Easement with Mark and Colleen Haughn. Second reading and public hearing.

Resolution CR-24-19 — Make certain findings required under ORC Chapter 349 and Setting a Date for the required Public Hearings to Establish a New Community Authority.

Resolution CR-25-19 — Set forth, as required by Section 709.031 of the Ohio Revised Code the Municipal Services that can be furnished to 0.905 acres located North of Big Run Road and East of Demorest Road in Jackson Township upon its Annexation to the City.

FINANCE: Ms. Houk

Ordinance C-21-19 — Amend Section 139.05 of the Codified Ordinances of the City of Grove City titled Bidding Purchases and Procedures. Second reading and public hearing.

Ordinance C-26-19 — Providing for the Issuance and Sale of Bonds in the maximum principal amount of $5,900,000.00 for the purpose of paying the costs of Refunding Bonds previously issues by the City for the purpose of widening, reconstructing, and improving State Route 665 between North Meadows Drive and Hoover Road, including the intersections therewith, with related signage and striping, leisure path, drainage, utility relocation, and site improvements, paying engineering, design and legal expenses related thereto. First reading.

Ordinance C-27-19 — Providing for the Issuance and Sale of Bonds in the maximum principal amount of $3,200,000.00 for the purpose of paying the costs of improving the City's roadway infrastructure system by constructing and improving Seeds Road, South Meadows Drive and Enterprise Parkway between certain termini, including but not limited to widening, excavating, grading and paving, installing storm sewer, sanitary sewer and water improvements, street lighting, conduit, curbs and gutters, sidewalks, trails connections, signage, landscaping, and erosion control, together with all related and necessary appurtenances thereto. First reading.

Ordinance C-28-19 — Providing for the Issuance and Sale of Bonds in the maximum principal amount of $5,000,000.00 for the purpose of paying the costs of various public infrastructure improvements necessary to facilitate the redevelopment of the former Beulah Park Racetrack site including, but not limited to, site preparation, paving, installing storm sewer, sanitary sewer and water improvements, street lighting, curbs and gutters, sidewalks, bike paths, signage, landscaping and park improvements, together with all related and necessary appurtenances thereto. First reading.

Ordinance C-29-19 — Declaring the Improvements to Certain Parcels of Real Property in the City to be a Public Purpose and Exempt from Taxation pursuant to ORC 5709.40(B); Providing for the Collection and Deposit of Service Payments in lieu of taxes and specifying the purposes for which those service payments may be expended; Requiring the Distribution of the applicable portion of those Service Payments to the South-Western School District; and Establishing a Tax Increment Equivalent Fund for the deposit of the remainder of those service payments. First reading.

ON FILE: Minutes of: 05/06 Council Meeting; 05/07 Planning Commission Meeting

Date: 05/14/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Boso
Sponsor: Mr. Schottke
Emergency: ___ 30 Days: ___
Current Expense: ___

No.: C-23-19
1st Reading: 05/20/19
Public Notice: 5/21/19
2nd Reading: 06/03/19
Passed: ___ Rejected:
Codified: ___ Code No:
Passage Publication:

ORDINANCE C-23-19

TO AUTHORIZE A DEVELOPMENT AGREEMENT AND AN INFRASTRUCTURE AGREEMENT WITH TOWNSEND CONSTRUCTION COMPANY, CONCERNING THE REDEVELOPMENT OF APPROXIMATELY 212 ACRES OF REAL PROPERTY LOCATED IN THE CITY

WHEREAS, Townsend Construction Company, an Ohio corporation desires to redevelop approximately 212 acres of real property in the City, commonly known as the Beulah Park; and

WHEREAS, the Developer intends to cause the construction of mixed-use improvements consisting of approximately 389 apartment units, 110 ranch-style condominiums, 70 townhome-style condominiums, 266 single family homes and an assisted and independent living facility on the Site; and

WHEREAS, over $30 million of public infrastructure improvements are anticipated to be necessary to fully develop the Site and Project; and

WHEREAS, the Developer has requested certain incentives to enable the development of the Public Infrastructure, including a 30 year, 100% tax increment financing exemption with make-whole payments to the Southwestern City School District pursuant to Section 5709.40(B) of the Revised Code and the creation of a new community authority pursuant to Chapter 349 of the Revised Code; and

WHEREAS, the City and the Developer desire to enter into a Development Agreement and an Infrastructure Agreement to define the terms of the incentives and to provide for the construction of the Public Infrastructure.

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

SECTION 1. Development Agreement. The City Administrator, on behalf of the City, is hereby authorized to enter into the Development Agreement for the Project in substantially the form presently on file with the Clerk of Council, along with any changes or amendments thereto not inconsistent with this ordinance and not substantially adverse to the City and which shall be approved by the City Administrator, provided that the approval of such changes and amendments thereto by the City Administrator, and the character of those changes and amendments as not being substantially adverse to the City, shall be evidenced conclusively by the City Administrator's execution and delivery thereof.

SECTION 2. Infrastructure Agreement. The City Administrator, on behalf of the City, is hereby authorized to enter into the Infrastructure Agreement for the Project in substantially the form presently on file with the Clerk of Council, along with any changes or amendments thereto not inconsistent with this ordinance and not substantially adverse to the City and which shall be approved by the City Administrator, provided that the approval of such changes and amendments thereto by the City Administrator, and the character of those changes and amendments as not being substantially adverse to the City, shall be evidenced conclusively by the City Administrator's execution and delivery thereof.

SECTION 3. **Further Authorizations**. The Mayor, City Administrator, the Finance Director and other appropriate officers of the City are each individually authorized to execute such other agreements and instruments and to take all actions as may be necessary to implement this ordinance and the transactions contemplated herein and in the Development Agreement and the Infrastructure Agreement.

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

____
Steve Robinette, President of Council

Passed:

____
Richard L. Stage, Mayor

Effective:

Attest:

____
Tami K. Kelly, NMC, Clerk of Council

I certify that this
Ordinance is correct as to form.

____
Stephen J. Smith, Director of Law

C-23-19
Exhibit A

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made and entered into to be effective as of the _____ day of May, 2019 (the "Effective Date"), by and between Townsend Construction Company, an Ohio corporation, with address at 250 E. Broad Street, Suite 1100, Columbus, Ohio 43215 (the "Developer") and the City of Grove City, Ohio, a municipal corporation duly organized and validly existing under the Constitution and Laws of the State of Ohio and its City Charter with address at 4035 Broadway, Grove City, Ohio 43123 (the "City").

I. Background

A. Developer is currently in contract to purchase from GC Beulah Park Investments, LLC, the current fee owner, approximately 212 acres of land in the City of Grove City, commonly known as the Beulah Park Property. As part of the development of the Property, Developer shall oversee improvements and ongoing management to such land, and subsequently thereafter transfer portions of such land to the City as Developer deems necessary to expediently and economically proceed with the development, including all requirements hereunder.

B. GC Beulah Park Investments, LLC delivered a deed to the 14.71 acres of land comprising the stream corridor running through the Beulah Park Property dated December 28, 2017, to the City. Developer will deed an additional thirty plus (30+) acres to the City for the "Park" as defined in Section II.A(1)(a)(i), and approximately nine and one half (9.5) acres of land adjacent to the stream corridor leaving approximately one hundred fifty eight (158) acres of land generally depicted on Exhibit 1, attached hereto (the "Property").

C. Developer desires that the Park and the Property be developed as zoned for a mix of uses but primarily for residential and residential-related uses, including public active recreational and passive park purposes (the "Development").

D. Developer and City seek to highlight the historic significance of the Property as the former location of the Beulah Park horse race track through development of the Park, the creation and preservation of entrance features, fencing, landscaping and other features to be created on the Park and the Property.

E. City further desires that certain public roadways and bikeways/pedestrian paths be extended through the Park and the Property, connecting to existing public ways located at the perimeter of the Property.

F. Developer and City collectively seek to achieve an urban, central city development that blends with and contributes to Grove City's Central Business District and consistent with that goal, the City Council, on May 7, 2018, adopted Ordinance C-24-18 approving a zoning change for the Property to Planned Unit Development – Commercial ("PUD-C") and the Planned Unit Development – Residential ("PUD-R") zoning classifications (collectively the "Zoning"). The text for the Zoning is attached as Exhibit 2.

G. Developer and City acknowledge that to achieve their collective vision for the Park and the Property and its positive impact on the Central Business District and the neighborhoods surrounding the Property, significant infrastructure improvements will have to be constructed by the Developer and the City and the private development of the Property must occur in compliance with the Zoning.

H. Developer and City enter into this Agreement to address the infrastructure obligations and the financing of that infrastructure and other matters set forth herein.

II. Terms and Conditions

Now THEREFORE for ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree to the foregoing Background which is expressly incorporated into the Terms and Conditions as though fully set forth herein and to the following:

A. Infrastructure: The anticipated infrastructure improvements include roadways, sidewalks, bike paths, water and sanitary sewer extensions, storm water, street lighting, park and roadway earthwork, entrance features, the memorial garden and the development of the Park (collectively the "Infrastructure"). The Infrastructure is further designated as on-site infrastructure which includes all infrastructure set forth in 1 (a) of this Section II A (the "On-Site Infrastructure"), and off-site infrastructure which includes all infrastructure set forth in 1 (b) of this Section II A (the "Off-Site Infrastructure"). The obligations of the Developer and the City relative to specific items of infrastructure are as follows:

(1) Developer's Obligations: Developer is responsible for the construction of all On-Site Infrastructure and certain Off-Site Infrastructure.

(a) On-Site Infrastructure: In addition to those On-Site Infrastructure items necessary to serve the development of the Property for the uses permitted by the Zoning, Developer shall be responsible for the following:

(i) Developer has demolished and graded the Open Space/Park "P1" (the "Park") as depicted on the Beulah Park Subarea Plan attached hereto as Exhibit 3 (the "Subarea Plan"), and will construct a decorative pond as part of a multi-parcel detention basin. Said pond shall be designed to meet or exceed the City's Tier 1 pond design standards set forth in the City's Stormwater Design Manual.

(ii) Construction of the multi-use path as depicted on the Subarea Plan. Note: The multi-use path along Southwest Boulevard shall be designed to utilize existing right-of-way and stream crossing to eliminate the need for a separate bridge structure. Alignment and required protection from roadway traffic will be engineered with roadway plans as defined in A. (1) (b) (ii) below.).

(iii) Construction and maintenance of a memorial garden in the Park.

(iv) Construction of various entrance features at roadway entrances to the Property and at Park entrances.

(v) The extension of an 18-inch sanitary sewer line from Southwest Boulevard, under the railroad tracks, to the Property.

(vi) Soft costs associated with the design and implementation of items (i), (ii), (iii), (iv) and (v) of this Section A (1) (a).

(b) Off-Site Infrastructure: Developer shall be responsible for the following,Off-Site Infrastructure:

(i) The widening of Southwest Boulevard to five (5), eleven foot lanes, with two through lanes in each direction and a center two-way left turn lane along the Property's Southwest Boulevard frontage as depicted on Exhibit 3. This shall include street lighting, pavement widening/reconstruction (to support the pavement widening), and a 1.5" overlay (and milling where applicable) of the remaining pavement. The existing pavement of Southwest Boulevard shall be saw-cut at least 1.0' into the full depth section to ensure that the new pavement adequately joins with the existing pavement. The locations of the new saw-cut limits shall be determined by pavement cores to verify pavement composition. Final design of roadway and alignment within right of way will be determined during final engineering and as approved by the City. The entirety of Southwest Boulevard within the limits of the pavement widening, shall be overlaid with asphalt and striped - to reflect lanes, turn lanes and curbed median areas. Street lights shall be installed along Southwest Boulevard and be engineered to illuminate the roadway to industry standards (typically 0.6-0.9 ft-candle for a collector roadway with a 4 to 1 uniformity – see e.g. page 36 of Project 2020 Lighting Columbus by Ralph & Curl Engineers at http://ralphandcurleng.com/images/firstp2020.pdf) generally as located on the Southwest Boulevard Plan attached as Exhibit 4, with fixtures and poles set forth in C-GC-95. Street Lighting Tear Drop Street Light Pole. Guard rails shall be installed per the current editions of the ODOT Location and Design Manual Vol. 1 and the AASHTO Roadside Guide.

Developer shall commence the improvements to Southwest Boulevard along with the signal modification and signal installation set forth in section (iii) below after the 2020 Parade of Homes event but no later than April of 2021.

(ii) Modifications of the signal heads on the existing traffic signals and appurtenances at Southwest Boulevard and Street E and the installation of a traffic signal at the intersection of Southwest Boulevard and the Development's Street A. shall be completed by Developer to meet City's and industry standards to accommodate the traffic from the Development. .

(iii) Soft costs associated with design and implementation of items (i), (ii) and (iii) of this Section A (1) (b).

(iv) At such time that the Developer commences the extension of Park Street through the Property to Demorest Road, Developer shall pay to the City One Hundred Eighty Thousand Dollars ($180,000) which funds shall be used by the City for the improvement of that portion of Demorest Road between Southwest Boulevard, south to the south boundary of the Property along Demorest Road. Developer shall also deed to the City land along the Property's Demorest Road frontage measuring forty feet (40') from the centerline of Demorest Road for the City's future widening of Demorest Road.

(2) City's Obligations: City is responsible, at the City's sole cost and expense, for the construction of the extension of Columbus Street west from its current terminus, across the railroad tracks and into the Property (as further depicted on the Subarea Plan) (the "Columbus Street Extension"). The City shall use its good faith efforts to cause the construction of the Columbus Street Extension to be substantially completed and open for public traffic simultaneously with Developer's completion of Street A from west of the railroad tracks to Southwest Boulevard as depicted on the Subarea Plan.

B. Financing: The Property is located within a pre-1994 Community Reinvestment Area ("CRA") and is eligible for a 100%, 15-year real property tax exemption for new construction within the CRA. The Developer agrees to petition for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") with the intent of causing certain future property owners within the Property to pay a community development charge (the "Charge") as further described in Exhibit 6. The annual Charge will be adequate to pay 100% of the debt service for obligations issued to finance approximately $19,000,000 of On-Site Infrastructure (the "Phase I Improvements"). The $19,000,000 of Phase I Improvements are expected to be funded by approximately (1) $5,000,000 of tax-exempt bonds issued by the Columbus-Franklin County Finance Authority's ("CFCFA") Central Ohio Regional Bond Fund which has a A- investment grade rating from S&P Global (the "CFCFA Bond Fund Bonds") (2) $4,000,000 of tax-exempt bonds issued by another Ohio Port Authority (the "Other Port Authority Bonds ") and (3) $5,000,000 of tax-exempt General Obligation bonds issued by the City of Grove City (the "GO Bonds"). Together these three bond issues will be known as the "Senior Bonds". The terms, security, and repayment obligation for the repayment of the Senior Bonds shall be consistent with the requirements of this Agreement and shall be set forth in the term sheets prepared by the Developer and approved by the City (collectively, the "Financing Term Sheets"). In addition, the CFCFA will issue approximately $5,000,000 of tax-exempt, non-rated, subordinated bonds (the "Subordinated Bonds") expected to be purchased by the Developer and related investors at or prior to closing the CFCFA Bond Fund Bonds and the Other Port Authority Bonds. Proceeds of the GO Bonds will be held by the City and proceeds of the CFCFA Bond Fund Bonds, the Other Port Authority Bonds and the Subordinate Bonds will be held by the applicable bond trustee pending disbursement following approval of disbursement requests pursuant to the Infrastructure Agreement described in Section F. The parties agree that the proceeds of the GO Bonds or funding provided by the City in advance of the issuance of the GO Bonds shall be available only for costs of On-Site Infrastructure and Off-Site Infrastructure specifically identified in the Infrastructure Agreement.

The obligations of the City and the Developer in connection with the CRA exemptions, the establishment of the NCA and the establishment of the TIFs are described in greater detail in Exhibit 6 attached hereto.

C. Dedication of Land: Developer agrees to transfer to the City, by general warranty deed, or dedicated by plat, approximately thirty three (33) acres of land for road right of way and the land comprising the Park. The deed or plat conveying the Park shall contain the following restrictions and reservations:

(a) The Park can only be used for passive and active recreational public use and no other municipal uses.

(b) Developer shall reserve the right to create a Beulah Park memorial garden in the Park and the right, but not the obligation, to maintain the memorial garden for five (5) years.

(c) Developer shall reserve an easement over the Park permitting Developer to drain storm water from adjacent properties within the Property into the pond to be constructed in the Park.

(d) Developer shall reserve general utility easements over described portions of the Park to benefit adjacent properties within the Property.

D. School Site: The City desires to cause the South-Western City School District ("the "District") to construct a middle school on 20 +/- acres of land (the "School Property") to be located north of Grove City Road between Demorest Road and Elm Street. The School Property tentatively includes the southern portion of Sub-Area "D" as shown on the Subarea Plan. To accommodate the City's desire to have a middle school on the School Property, Developer agrees to give to the City or the District the option to purchase the southernmost portion of Sub-Area "D", the equivalent fourteen (14) single family lots, (the "Beulah School Property") for Fifty Seven Thousand, Five Hundred Dollars ($57,500) per lot (Eight Hundred and Five Thousand Dollars ($805,000 for all 14 lots). The option shall be exercised within three (3) years of the execution of this Agreement by providing notice as set forth in Section I(15) and closing on the Beulah School Property within three (3) months thereafter.

E. Developer's Representations, Covenants and Warranties: The Developer further represents, warrants, and covenants that:

(1) It is an Ohio corporation duly organized and validly existing under the laws of the State of Ohio and is fully qualified to transact its business in the State of Ohio;

(2) It is not in violation of or in conflict with any provisions of the laws of the United States of America or the State applicable to the Developer that would impair its ability to carry out its obligations contained in this Agreement;

(3) This Agreement has, by proper action, been duly authorized, executed and delivered by the Developer and all steps necessary to be taken by the Developer, have been taken to constitute the Agreement and the covenants and agreements of the Developer contemplated herein are valid and binding obligations of the Developer, enforceable in accordance with their terms;

(4) The aggregate value of all building permits submitted in connection with the Development is estimated to be not less than $300,000,000;

(5) (A) It has full power and authority to execute, deliver and perform this Agreement, (B) to the knowledge of the Developer, that execution, delivery and performance do not and will not violate any provision of law applicable to the Developer or the Developer's organizational or operating agreements, and (C) neither the entering into this agreement nor the

performance thereof will constitute a violation or breach by the Developer of any contract, agreement, understanding, or instrument to which the Developer is a party or, to the best of its knowledge, by which the Developer is subject or bound, of any judgement, order, writ, injunction or decree issued against or imposed upon them, or, to the best of its knowledge, will result in the violation of any applicable law, order, rule or regulation of any government or quasi-governmental authority;

(6) There is no pending litigation, investigation or claim which affects or which might affect the Developer's performance of this Agreement and to the best of the Developer's knowledge, there is no threatened litigation, investigation or claim that affects or that might affect the Developer's performance of this Agreement; and

(7) The representations and agreements of the Developer made in this Agreement shall be deemed to apply as of the date of the execution of this Agreement and shall be construed as continuing representations and agreements and such representations made by the Developer are made with the knowledge and expectation that notwithstanding any investigation conducted by or on behalf of the City (except as expressly stated in this Agreement), the City is placing complete reliance thereon and that such representations are to be treated as material to the City entering into this Agreement and the Developer further represents that no representation set forth in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statement contained herein not materially misleading or not misleading in light of circumstances under which they are made; and

   (a) The Developer warrants, except as disclosed in writing to the City, that it has not employed or retained any company or person other than a bona fide employee working solely for the Developer to solicit or secure this Agreement, and that the Developer has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other consideration contingent upon or resulting from the award or making of this Agreement. The Developer warrants that, to the best of its knowledge, it is not prohibited from contracting with the City by any provision of the Ohio Revised Code relating to conflicts of interest, illegal interest in government contracts, or any other ethical prohibition, and for breach or violation of this warranty, the City shall have the right to annul this Agreement with no further obligation or penalty.

   (b) The Developer acknowledges and agrees that the City is entering into this Agreement for the purpose of facilitating the development of the entire Property.

F. City Covenants and Representations: The City covenants and represents to the Developer as follows:

(1) To the knowledge of the undersigned City officials, neither the entering into this Agreement nor the performance thereof will constitute a violation or breach by the City of any contract, agreement, understanding or instrument to which the City is a party or by which the City is subject or bound, of any judgment, order, writ, injunction or decree issued against or imposed upon them, or will result in the violation of any applicable law, order, rule or regulation of any governmental or quasi-governmental authority.

(2) To the knowledge of the undersigned City officials, there is no pending litigation, investigation or claim which affects or which might affect the City's performance of this Agreement and there is no threatened litigation, investigation or claim that affects or that might affect the City's performance of this Agreement.

(3) Except for actions contemplated by this Agreement, as of the date of the execution of this Agreement, the undersigned City officials have no information or knowledge of any change contemplated in the applicable laws, ordinances or restrictions or any judicial or administrative action that would prevent, limit or impede the Developer's undertaking of the Development.

(4) The representations of the City made in this Agreement shall be deemed to apply as of the date of the execution of this Agreement and such representations made by the City are made with the knowledge and expectation that notwithstanding any investigation conducted by or on behalf of the Developer (except as expressly stated in this Agreement), the Developer is placing complete reliance thereon and that such representations are to be treated as material to the Developer in entering into this Agreement and the City further represents that no representation set forth in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statement contained herein not materially misleading or not misleading in light of circumstances under which they are made.

G. Infrastructure Agreement of On-Site and Off-Site Infrastructure: The Developer shall construct the On-Site and Off-Site Infrastructure pursuant to an Infrastructure Agreement to be entered into between the Developer and the City substantially in the form attached hereto as Exhibit 5, which Infrastructure Agreement provides for the design and construction of the On-Site and Off-Site Infrastructure, bidding and approval of construction contracts, payment and performance bond requirements, obtaining the Director of Finance's approval for disbursements of proceeds of the Senior Bonds, Subordinate Bonds and any Additional Bonds (as defined in Exhibit 6), payment of prevailing wage, inspection and acceptance by the City, warranties and indemnities from the Developer and construction contractors, and related construction matters. Disbursements of proceeds of Senior Bonds, Subordinate Bonds and any Additional Bonds will be subject to achievement of certain Development milestones as set forth in the Infrastructure Agreement.

H. Remedies:

(1) In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by either party hereto, or any successor to such party, such party (or successor) shall, within fifteen (15) days of receipt of written notice from the other, proceed to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. All rights and remedies shall be cumulative and shall not be construed to exclude any other remedies allowed at law or in equity.

(2) Unforeseeable Delay. Neither party shall be considered in breach of its obligations under this Agreement due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, orders of courts, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such unforeseeable delay, the time for performance of the obligations shall be extended for the period of the unforeseeable delay. The party seeking the benefit of the provisions of this subsection shall, within ten (10) calendar days after the beginning of any such unforeseeable delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the unforeseeable delay. With respect to the Developer, delays or failures to perform due to lack of funds or the inability to procure labor or materials shall not be deemed unforeseeable delays beyond the reasonable control of the Developer.

I. Miscellaneous:

(1) 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 the Developer:	Townsend Construction Company 250 East Broad Street, Suite 1100 Columbus, Ohio 43215 Attn: William C. Bunstine
With a copy to:	Chris L. Connelly, Esq. Taft Stettinius & Hollister LLP 65 East State Street, Suite 1000 Columbus, Ohio 43215
And to:	Donald T. Plank, Esq. Plank Law Firm, LPA 411 E. Town St., FL 2 Columbus, Ohio 43215
If to the City:	City of Grove City 4035 Broadway Grove City, Ohio 43123 Attn: City Administrator
With a copy to:	Christopher J. Franzmann, Esq. Squire Patton Boggs 41 S. High Street, Suite 2000 Columbus, Ohio 43215
And to:	Stephen J. Smith Frost Brown Todd 10 West Broad Street One Columbus Center, Suite 2300 Columbus, Ohio 43215

(2) <u>Conflict of Interest: Representatives of the City Not Individually Liable</u>. 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 the Developer, 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 the Developer or any successor to the Developer or on any obligations under the terms and conditions of this Agreement.

(3) 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 the adoption of Ordinance _______-2019, and as of the date of this Agreement that Ordinance remains in full force and effect. Developer, by appropriate written corporate authorization, will duly designate an officer of Developer to execute this Agreement.

(4) 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 Developer and the City.

(5) Income Tax. The Developer shall withhold all City income taxes due or payable under the provisions of the income tax ordinance for wages, salaries and commissions paid to its employees (if any) pursuant to the Codified Ordinances of the City of Grove City, Ohio. The Developer shall require its contractors or subcontractors to withhold any such City income taxes due for services arising from or in relation to the Development or this Agreement. The Developer shall be liable for any unpaid City income taxes of the employees, contractors, or subcontractors relating to the Development. Upon request, the Developer shall submit, in a format acceptable to the Finance Director, a reconciliation of all wages paid to its employees, contractors, and subcontractors that performed work in the City with respect to the Development.

(6) Mutual Consent. This Agreement may be canceled or modified by the mutual written consent of (A) Developer, any fee simple owner of any portion of the Development, on the one hand, and (B) the City acting through the City Administrator, on the other hand. Wherever the City is entitled to act under this Agreement (e.g. delivery of notices, exercise of options, written waivers or consent), such action may be taken by the City Administrator except as expressly provided herein.

(7) Waivers. All waivers of the provision of this Agreement must be in writing and signed by the appropriate authorities of the City and Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and Developer. 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.

(8) 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.

(9) Indemnification. Developer shall, at its cost and expense, defend, indemnify and hold the City and any officials, employees, agents and representatives of the City, its successors and assigns (collectively the "Indemnified Parties" and each an "Indemnified Party"), harmless from and against, and shall reimburse the Indemnified Party for, any and all loss, cost, claim, liability, damage, judgment, penalty, injunctive relief, expense or action (collectively the "Liabilities" and each a "Liability"), other than "Excluded Liabilities," defined below, whether or not the Indemnified Party shall also be indemnified as to any such claim by any other person, the basis of which claim (a) was caused by or results from the actions or failures to act of Developer, its affiliates, agents, employees, contractors, subcontractors and material suppliers while in possession or control of the Development, whether or not such action or inaction was negligent or reckless, or is in any way related to the construction of the Development or the selection of contractors, subcontractors or material suppliers relating thereto; (b) is based, in whole or in part upon failure or alleged failure of Developer, or its affiliates to satisfy their obligations under this Agreement; (c) relates to fraud, misapplication of funds, illegal acts, or willful misconduct on the part of Developer or its affiliates; or (d) relates to the bankruptcy or insolvency of Developer or its affiliates. The indemnity provided for herein shall survive the expiration or termination of this Agreement and shall be separate and independent from any remedy under any other agreement related to the Development.

"Excluded Liability" means each Liability to the extent it is attributable to (i) the gross negligence or willful misconduct of any Indemnified Party or the failure of any Indemnified Party that is a third-party beneficiary of this Agreement to perform any obligation required to be performed by the Indemnified Party as a condition to being indemnified hereunder, including without limitation, the settlement of any Liability without the consent of the Developer, and/or, (ii) to the extent the Developer's ability to defend a Liability is prejudiced materially by the failure of an Indemnified Party to give timely written notice to the Developer of the assertion of a Liability.

Upon notice of the assertion of any Liability, the Indemnified Party shall give prompt written notice of the same to the Developer. Upon receipt of written notice of the assertion of a Liability, the Developer shall have the duty to assume, and shall assume, the defense thereof, with power and authority to litigate, compromise or settle the same; provided that, the Indemnified Party shall have the right to approve any obligations imposed upon it by compromise or settlement of any Liability or in which it otherwise has a material interest, which approval may be withheld in its sole discretion.

At Developer's expense, an Indemnified Party may employ separate counsel and participate in the defense of any Liability; provided, however, that any such fees and expenses must be reasonable and necessary to protect the interests of the Indemnified Party. The Developer shall not be liable for any settlement of any Liability made without its written consent, but if settled with the written consent of the Developer, or if there is a final judgment for the plaintiff in an action, the Developer agrees to indemnify and hold harmless the Indemnified Party, except only to the extent of any Excluded Liability.

(10) Severability. The obligations of the City hereunder are effective to the extent permitted by law. 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.

(11) 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 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.

(12) Assignment. This Agreement shall be binding on the parties hereto and their respective successors and assigns. The parties acknowledge that substantial time and effort have been invested in the negotiation of this Agreement, and the City has entered into this Agreement with an understanding of the unique capabilities of the Developer, and, therefore, any assignment of this Agreement by the Developer shall be subject to the prior written consent of the City, which consent shall be granted in the City's sole discretion and may only be made to a person or entity financially capable of completing the Development and the On-Site Infrastructure and Off-Site Infrastructure. Any such assignment shall expressly provide that the assignee shall comply with all the terms and requirements of this Agreement.

(13) Merger and Amendment. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the Development, the Development Site, and the Developer Infrastructure Improvements to be completed in connection therewith, and contains all of the covenants, agreements, and other terms and conditions between the parties hereto with respect to the same. No waivers, alterations or modifications of this Agreement or any agreements in connection therewith shall be valid unless in writing and duly executed by all parties hereto.

(14) Equal Employment Opportunity. In accordance with Ohio Revised Code Section 5709.832, the Developer agrees that it will not deny any individual employment based on considerations of race, religion, sex, disability, color, national origin or ancestry. In addition, no owner of the Property shall deny any individual employment based on considerations of sexual orientation, gender identity and expression, age, or veteran status. Any declarations recorded in connection with the Project shall provide that the provisions of this subsection shall be covenants running with the land.

(15) 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. Signatures transmitted or stored by electronic means are deemed to be original signatures.

(16) 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. Each party hereto (i) irrevocably consents to the exclusive jurisdiction of any state court located within Franklin County, Ohio, in connection with any matter based upon or arising out of this Agreement, (ii) agrees that process may be served upon them in any manner authorized by the laws of the State of Ohio, and (iii) waives and covenants not to assert or plead any objection which they might otherwise have under such jurisdiction or such process.

(17) Further Actions. The City and Developer 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.

(18) Language. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either the City or the Developer. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting, or amplifying the provisions hereof.

(19) Litigation Notice; Management. The Developer shall give the City prompt notice of any action, suit or proceeding by or against the Developer, at law or in equity, or before any governmental instrumentality or agency, of which that Developer has notice, which, if adversely determined, would materially impair the right or ability of the City or the Developer to implement and operate the Project, or would materially impair the right or ability of the Developer to implement, operate, maintain and develop the Development on the Property or would materially and adversely affect any of its business, operations, properties, assets or condition (financial or otherwise) together with a written statement setting forth the details thereof and any actions with respect thereto taken or proposed to be taken by the Developer in response thereto.

(20) City Financial Obligations. All payment obligations of the City hereunder are expressly subject to appropriation by City Council of funds necessary to make those payments and are binding on City only to the extent of such appropriation. Any of City's payment obligations under this Agreement do not constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer does not have the right to have taxes or excises levied by the City for the payment of any amount owed by the City hereunder. Except as specifically provided for herein, the City has no responsibility for the financing, design, construction, operation, maintenance and/or repair of the Development, the On-Site Infrastructure or the Off-Site Infrastructure.

The Developer has caused this Agreement to be duly executed by William C. Bunstine, its President, and the City has caused this Agreement to be duly executed by its City Administrator, as authorized by Ordinance No. [_______]-2019, all as of the date first above written.

CITY OF GROVE CITY, OHIO

By: ______________________________
Charles W. Boso, Jr. Date
City Administrator

TOWNSEND CONSTRUCTION COMPANY

By: ______________________________
William C. Bunstine Date
President

Approved as to form:

____
Signature Date
Stephen J. Smith
City Attorney

EXHIBIT 1

Property Description

(attached hereto)

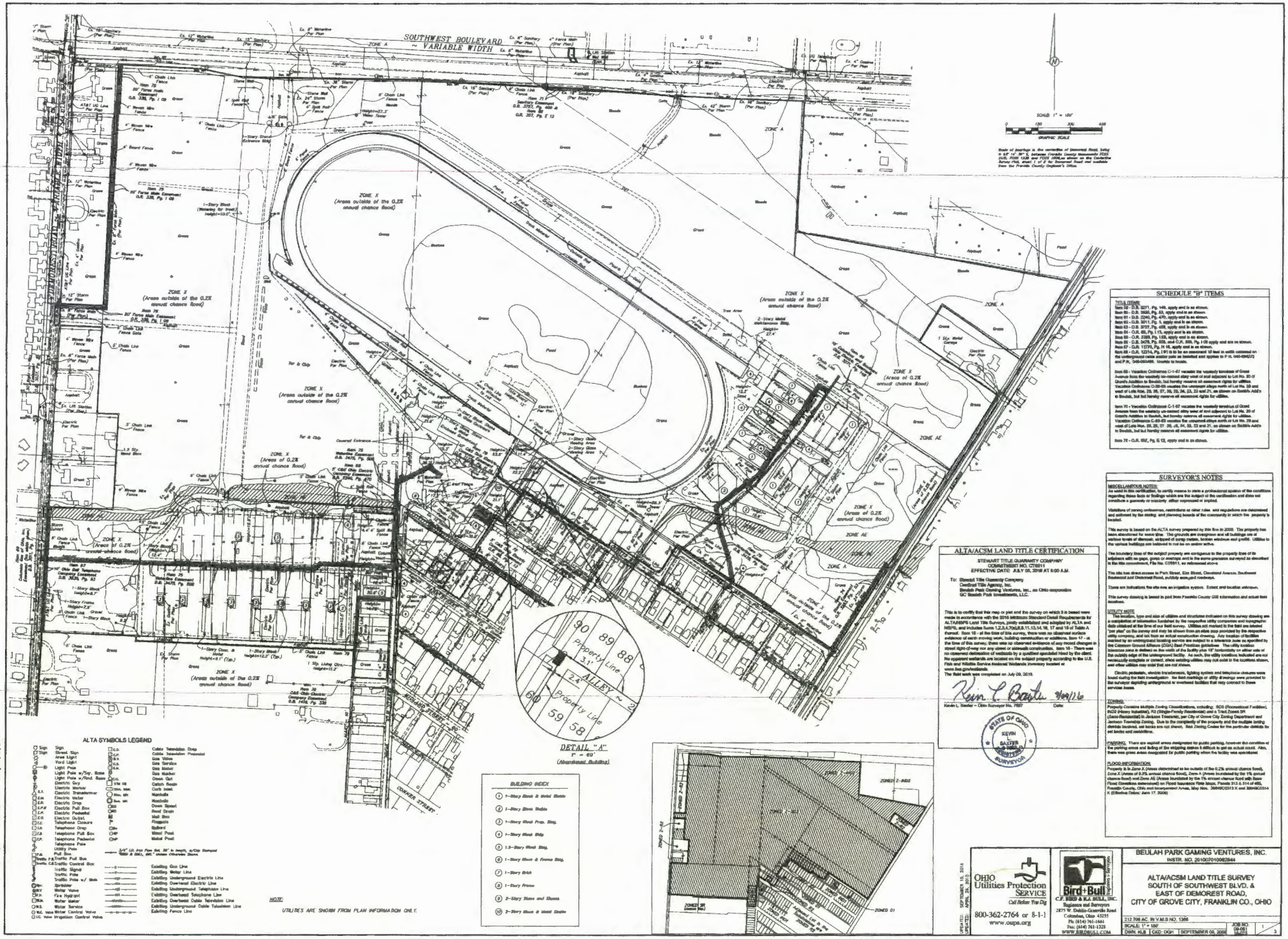

H:\Jobs\2016\073\CADD\Survey\Exhibit\Beulah_ALTA-2016.dwg 09/30/2016
SOUTHWEST BOULEVARD
~ VARIABLE WIDTH
ZONE A
ZONE AE
ZONE X
(Areas outside of the 0.2% annual chance flood)
ZONE X
(Areas of 0.2% annual chance flood)
SCALE: 1" = 150'
GRAPHIC SCALE
SCHEDULE "B" ITEMS
SURVEYOR'S NOTES
ALTA/ACSM LAND TITLE CERTIFICATION
STEWART TITLE GUARANTY COMPANY
EFFECTIVE DATE: JULY 05, 2016
Kevin L. Baxter – Ohio Surveyor No. 7697
Date
STATE OF OHIO
KEVIN L. BAXTER
REGISTERED SURVEYOR
DETAIL "A"
1" = 60'
(Abandoned Building)
ALLEY
Property Line
90
89
88
60
59
58
BUILDING INDEX
ALTA SYMBOLS LEGEND
NOTE:
UTILITIES ARE SHOWN FROM PLAN INFORMATION ONLY.
COMMERCE STREET
UPDATED: SEPTEMBER 15, 2016
UPDATED: APRIL 28, 2010
OHIO Utilities Protection SERVICE
Call Before You Dig
800-362-2764 or 8-1-1
www.oups.org
Bird+Bull
Engineers + Surveyors
Columbus, Ohio 43235
WWW.BIRDBULL.COM
BEULAH PARK GAMING VENTURES, INC.
ALTA/ACSM LAND TITLE SURVEY
SOUTH OF SOUTHWEST BLVD. &
EAST OF DEMOREST ROAD,
CITY OF GROVE CITY, FRANKLIN CO., OHIO
SCALE: 1" = 150'
CKD: DGH
JOB NO.
1
3

EXHIBIT 2

Zoning Text

(attached hereto)

ORDINANCE C-24-18

AN ORDINANCE FOR THE REZONING OF 215± ACRES LOCATED
SOUTH OF SOUTHWEST BOULEVARD AND EAST OF DEMOREST ROAD
FROM SD-3 & IND-2 TO PUD-R AND PUD-C WITH ZONING TEXT

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 March 222, 2018, with the following stipulations:

1. Boulevard street types shall have a maximum lane width of 12 feet;
2. The right-of-way width for "North Gateway B" shall be 80 feet to accommodate a center median and landscaping;
3. The roadway cross section images within the proposed zoning text shall be for illustrative purposes only. The cross section design of all roadways shall be approved as part of the development plan process;
4. All homes built in Subarea C and E2 shall be reviewed and approved by an Architectural Review Board;
5. Within Subarea E, all homes fronting public open space ('P1') shall be accessed from rear alleys with no direct access or curb cuts permitted from public (non-alley) roadways;
6. All homes within Subarea E2 shall have side-loaded garages;
7. A minimum of 180 feet of park frontage shall be provided through the interior of Subarea E2 to provide better connectivity to the central open space;
8. Subarea C shall be the only area where the potential addition of residences over garages may be permitted if there is an alleyway.

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 SD-3 & IND-2 to PUD-R and PUD-C with the attached 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 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.

Steven R. Robinette, President of Council

Passed: 05-07-18
Effective: 06-06-18

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

for SJS

Stephen J. Smith, Director of Law

C-24-18

Exhibit A

REV: September 15, 2009
September 05, 2009

DESCRIPTION OF A 212.706 ACRE TRACT OF LAND ALONG SOUTHWEST BOULEVARD AT DEMOREST ROAD, JACKSON TOWNSHIP, AND CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

Situated in the State of Ohio, County of Franklin, partially in the Township of Jackson and partially in the City of Grove City, in Virginia Military Survey No. 1388, in Lots 5, 8, 9 and 10 of the William Washington's Partition of Lots of Virginia Military Survey No. 1388, of record in Deed Book 17, Page 154 and being all of those lots and tracts of land conveyed as Tract One (209.786 acres) and Tract Two (original 5 acres) to Heartland Jockey Club Ltd., by deeds of record in Official Record 33761, Page H 05 and Official Record 33761, Page H 16, said Tract One includes: all of Lots 81 through 90, inclusive, all of the north/south Alley adjacent to Lots 85 and 86, a portion of Cleveland Avenue (40 feet in width) and a portion of the north/south Alley adjacent to Lot No. 60 and Lot No. 90, both vacated by Ordinance No. 282, a portion of the Reserve (8 feet in width) north of Cleveland Avenue, a portion of Lot No. 60, a portion of Grant Avenue (60 feet in width) vacated by Ordinance No. C-1-67 and all of the Acreage Reserve known as Beulah Grove, all such being shown of record on the plat of Grant's Addition to Beulah Grove, of record in Plat Book 5, Page 130, and all of Lots 30, 31, 34, 35 and 36, a portion of Lots 32 and 33, a portion of the east/west Alley (20 feet in width) between Grant Avenue and Park Street (66 feet in width), and a portion of Elm Street (20 feet in width for the portion north of Park Street) vacated by Ordinance No. 35-69, all such being shown of record on the plat of A.G. Grant's Beulah Sub'd, of record in Plat Book 4, Page 205, and all of Lots 21 through 29, inclusive, a portion of the east/west Alley north of Lot No. 29 and a portion of the north/south Alley west of said Lots 21 through 29, both vacated Ordinance No. 37-63, all such being shown of record on the plat of Smith's Add'n to Beulah, of record in Plat Book 5, Page 310, and all of Reserve "A", as shown upon the plat entitled Resubdivision of Part of Grants Addition to Beulah, of record in Plat Book 58, Page 32, all records referenced to the Recorder's Office, Franklin County, Ohio and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Monument No. FCGS 1236 found at the intersection of the centerline of Southwest Boulevard (variable width) with the centerline of Demorest Road (variable width), at the southwest corner of a 2.456 acre tract of land conveyed as Parcel No. 7, for Southwest Boulevard right-of-way purposes, to City of Grove City, Ohio, by deed of record in Deed Book 3727, Page 452, at the northwest corner of a 1.940 acre tract of land conveyed as Parcel No. 6, for Southwest Boulevard right-of-way purposes, to City of Grove City, Ohio, by deed of record in Deed Book 3859, Page 640 and in the east line of the plat entitled West Grove North Section No. 1, of record in Plat Book 63, Page 16, said Monument No. FCGS 1236, being S 03° 14' 39" E a distance of 1,532.09 feet from Franklin County Monument No. FCGS 1906 found (on the P.I.) and N 03° 14' 39" E a distance of 1,751.48 feet from Franklin County Monument No. FCGS 5131 found;

thence S 87° 07' 45" E along a portion of the south line of said 2.456 acre tract and along a portion of a north line of said 1.940 acre tract a distance of 230.06 feet to a point;

thence S 03° 17' 25" W crossing said 1.940 acre tract, crossing a portion of said original 5 acre Tract Two and crossing a 0.781 acre tract of land conveyed as Parcel No. 8, for Southwest Boulevard right-of-way purposes, to City of Grove City, Ohio, by deed of record in Deed Book 3859, Page 640 a distance of 67.03 feet to a 3/4" I.D. iron pipe set at a southwest corner of said 0.781 acre tract and at the true place of beginning of the tract herein intended to be described, passing a 3/4" I.D. iron pipe set at the northeast corner of a 1.214 acre tract of land conveyed to Stanley M. & Marjorie S. Eakin by deed of record in Instrument 200501200012300 at 0.72 feet;

thence S 87° 07' 45" E along a north line of said 209.786 acre Tract One and along a south line of said 0.781 acre tract a distance of 385.37 feet to a 3/4" I.D. iron pipe set;

thence S 78° 34' 54" E along a north line of said 209.786 acre Tract One and along a south line of said 0.781 acre tract a distance of 202.24 feet to a 3/4" I.D. iron pipe set in the east line of said original 5 acre Tract Two, at the southeast corner of said 0.781 acre tract and at a southwest corner of said 1.940 acre tract;

thence S 89° 10' 16" E along a north line of said 209.786 acre Tract One and along a south line of said 1.940 acre tract a distance of 842.00 feet to a 3/4" I.D. iron pipe set at the southeast corner of said 1.940 acre tract and at the southwest corner of a 0.491 acre tract of land conveyed as Parcel No. 5, for Southwest Boulevard right-of-way purposes, to City of Grove City, Ohio, by deed of record in Deed Book 3859, Page 640;

thence S 87° 07' 45" E along a north line of said 209.786 acre Tract One, along the south line of said 0.491 acre tract and along a south line of a 2.794 acre tract of land conveyed, for Southwest Boulevard right-of-way purposes, to City of Grove City, Ohio, by deed of record in Deed Book 3727, Page 458 a distance of 758.54 feet to a 3/4" I.D. iron pipe set;

thence S 85° 33' 14" E along a north line of said 209.786 acre Tract One and along a south line of said 2.794 acre tract a distance of 400.15 feet to a 3/4" I.D. iron pipe set;

thence S 87° 07' 45" E along a north line of said 209.786 acre Tract One and along a south line of said 2.794 acre tract a distance of 300.00 feet to a 3/4" I.D. iron pipe set;

thence S 88° 08' 17" E along a north line of said 209.786 acre Tract One and along a south line of said 2.794 acre tract a distance of 340.87 feet to a point, at the southeast corner of said 2.794 acre tract, at the southwest corner of a 6.158 acre tract of land conveyed as Parcel No. 1, for Southwest Boulevard right-of-way purposes, to City of Grove City, Ohio, by deed of record in Deed Book 3734, Page 238 and at the northwest corner of a 10.00 acre tract of land conveyed to South-Western City Board of Education, by deed of record in Official Record 7080, Page G 13, said point being referenced by a 1/2" I.D. iron pipe found at S 08° 23' 05" E a distance of 1.40 feet;

thence S 03° 25' 46" W along an east line of said 209.786 acre Tract One and along the west line of said 10.00 acre tract a distance of 621.08 feet to a 3/4" I.D. iron pipe set at the southwest corner of said 10.000 acre tract;

thence S 79° 46' 05" E along a northerly line of said 209.786 acre Tract One, along the southerly line of said 10.00 acre tract, along the southerly line of a 3.000 acre tract of land conveyed to Board of Education of the South-Western City School District, by deed of record in Instrument 199709170095596 and along a southerly line of an 11.893 acre tract of land conveyed to Kansas City Life Insurance Company, by deed of record in Instrument 200712200021 7665 a distance of 1,307.27 feet to a 3/4" I.D. iron pipe found at a northeast corner of said 209.786 acre Tract One, at the southeast corner of said 11.893 acre tract and in the northwesterly line of CSX Corporation (60 feet in width), successor by merger, of record in Official Record 13276, Page B 15, conveyed to The Baltimore and Ohio R.R. Company, by deed of record in Deed Book 592, Page 1 (passing, on-line, a 3/4" I.D. iron pipe found at 2.48 feet and at the southwest corner of said 3.000 acre tract at 664.75 feet and passing a iron pipe w/cap found at the southeast corner of said 3.000 acre tract, also being a southwest corner of said 11.893 acre tract at 1,159.17 feet);

thence S 32° 39' 50" W along a southeast line of said 209.786 acre Tract One and along a portion of the northwest line of said CSX Corporation railroad a distance of 429.91 feet to a point at a southeasterly corner of said 209.786 acre Tract One and at the northeasterly corner of a 2.00 acre tract of land conveyed to David E. & Tracie L Underwood, by deed of record in Instrument 200005180098100;

thence N 55° 45' 05" W along a southwesterly line of said 209.786 acre Tract One and along the northeasterly line of said 2.000 acre tract a distance of 443.38 feet to a 3/4" I.D. iron pipe set at a corner of said 209.786 acre Tract One and at the northwesterly corner of said 2.000 acre tract (passing a 3/4" I.D. iron pipe found on-line at 0.33 feet);

thence S 32° 39' 50" W along a southeasterly line of said 209.786 acre Tract One and along the northwesterly line of said 2.000 acre tract a distance of 198.02 feet to a point at a corner of said 209.786 acre Tract One and at the southwesterly corner of said 2.000 acre tract (passing a 3/4" I.D. iron pipe found on-line at 197.40 feet);

thence S 56° 08' 00" E along a northeasterly line of said 209.786 acre Tract One and along the southwesterly line of said 2.000 acre tract a distance of 443.31 feet to a 3/4" I.D. iron pipe set at a northeasterly corner of said 209.786 Acre Tract One, at the southwesterly corner of said 2.000 acre tract and in the northwesterly line of said CSX Corporation railroad;

thence S 32° 39' 50" W along a southeast line of said 209.786 acre Tract One and along a portion of the northwest line of said CSX Corporation railroad a distance of 1,423.62 feet to a point at a southeast corner of said 209.786 acre Tract One and at the northeasterly corner of a Reserve eight (8) feet in width, as shown upon the plat of Grant's Addition to Beulah, of record in Plat Book 5, Page 130 (passing a 1+" iron pipe on-line at 1,422.30 feet);

thence N 56° 02' 55" W along a southwesterly line of said 209.786 acre Tract One and along a portion of the northeasterly line of said Reserve a distance of 890.22 feet to a 3/4" I.D. iron pipe set;

thence S 32° 39' 50" W along a southeasterly line of said 209.786 acre Tract One, crossing said Reserve, along the southeasterly line of Reserve "A" and along the northwesterly line of Curtis Avenue (30 feet in width), both are as shown upon the plat entitled Resubdivision of Part of Grants Addition to Beulah, of record in Plat Book 58, Page 32 a distance of 141.58 feet to a 3/4" I.D. iron pipe set at a corner of said Reserve "A" and at the north end of a curve connecting the northwesterly right-of-way line of Curtis Avenue with the northeasterly line of Curtis Avenue;

thence westerly along the curved southerly line of said 209.786 acre Tract One, along the curved southerly line of said Reserve "A", along said connecting curve and with a curve to the right, data of which is: radius = 20.00 feet, and delta = 91° 17' 15", arc length = 31.87 feet, a chord distance of 28.60 feet bearing S 78° 18' 28" W to a 3/4" I.D. iron pipe set at a corner of said 209.786 acre Tract One and at the west end of said connecting curve;

thence N 56° 02' 55" W along a southwesterly line of said 209.786 acre Tract One, along the southwesterly line of Reserve "A" and along the northeasterly line of Curtis Avenue a distance of 251.27 feet to a 3/4" I.D. iron pipe set at a corner of said 209.786 acre Tract One, at the southwesterly corner of said Reserve "A", at the northwesterly corner of Cutis Avenue and in the southeasterly line of Lot No. 81, as shown upon said plat of Grant's Addition to Beulah;

thence S 32° 07' 44" W along a southeasterly line of said 209.786 acre Tract One, along a portion of the southeasterly line of said Lot No. 81 and along the northwesterly end of Curtis Avenue a distance of 30.02 feet to a 3/4" I.D. iron pipe set at the southeasterly corner of said Lot No. 81, at the southwesterly corner of said Curtis Avenue and in the northeasterly line of the Alley (20 feet in width) north of Grant Avenue as shown upon said plat of Grant's Addition to Beulah;

thence N 56° 02' 55" W along a southwesterly line of said 209.786 acre Tract One, along the southwesterly line of said Lot No. 81, along the southwesterly lines of Lots Nos. 82 through 89, inclusive of the Alley (20 feet in width between Lot Nos. 85 and 86), along a portion of the northeasterly line of said Alley northerly of Grant Avenue and along a portion of the southwesterly line of Lot No. 90, a distance of 472.24 feet to a 3/4" I.D. iron pipe set, said Lots and Alleys are as shown upon said plat of Grant's Addition to Beulah;

thence S 32° 07' 44" W along a southeasterly line of said 209.786 acre Tract One, crossing said Alley, the westerly portion of which was vacated by Ordinance No. 282, crossing Lot No. 60, as shown upon said plat of Grant's Addition to Beulah and along a tract of land conveyed out of said Lot No. 60, for Alley purposes (20 feet in width) to Village of Grove City by deed of record in Deed Book 1837, Page 435 a distance of 170.09 feet to a 3/4" I.D. iron pipe set at the southwesterly corner of said Alley, in the southwesterly line of said Lot No. 60 and in the northeasterly right-of-way line of Grant Avenue (60 feet in width), as shown upon said plat of Grant's Addition to Beulah;

thence N 56° 02' 55" W along a southwesterly line of said 209.786 acre Tract One, along a portion of the southwesterly line of said Lot No. 60 and along a portion of the northeasterly right-of-way line of Grant Avenue a distance of 48.02 feet to a 3/4" I.D. iron pipe set in the northwesterly line of an Alley (20 feet in width, westerly of said Lot No. 60), as shown upon said plat of Grant's Addition to Beulah, at the northeasterly corner of Grant Avenue, vacated by Ordinance No. C-1-67 and in the Acreage Reserve known as Beulah Grove, as shown upon the plat of Grant's Addition to Beulah, of record in Plat Book 5, Page 130;

thence S 32° 07' 44" W along a southeasterly line of said 209.786 acre Tract One, along a portion of the northwesterly line of said Alley, along the northwesterly end of Grant Avenue, along a portion of said Beulah Grove and crossing an Alley (20 feet in width), between Grant Avenue and Park Street, as shown upon said plat of Grant's Addition to Beulah a distance of 228.25 feet to a 3/4" I.D. iron pipe set at a corner of said 209.786 acre Tract One, in the southwesterly line of said Alley and in the northeasterly line of Lot No. 31, as shown upon the plat of A. G. Grant's Beulah Sub'd., of record in Plat Book 4, Page 205;

thence S 56° 02' 55" E along a northeasterly line of said 209.786 acre Tract One, along a portion of the southwesterly line of said Alley, along a portion of the northeasterly line of said Lot No. 31 and along the northeasterly line of Lot No. 30, as shown upon said plat of A. G. Grant's Beulah Sub'd., a distance of 68.25 feet to a 3/4" I.D. iron pipe found at a northeasterly corner of said 209.786 acre Tract One, at the northeasterly corner of said Lot No. 30 and at the northwesterly corner of Lot No. 29, as shown upon said plat of A. G. Grant's Beulah Sub'd.;

thence S 32° 47' 41" W along a southeasterly line of said 209.786 acre Tract One, along the southeasterly line of said Lot No. 30 and along the northwesterly line of said Lot No. 29 a distance of 195.55 feet to a 3/4" I.D. iron pipe set at a southeasterly corner of said 209.786 acre Tract One, at the southeasterly corner of said Lot No. 30, at the southwesterly corner of said Lot No. 29 and in the northeasterly right-of-way line of Park Street (66 feet in width), as shown upon said plat of A. G. Grant's Beulah Sub'd.;

thence N 56° 10' 44" W along a southwesterly line of said 209.786 acre Tract One, along a portion of the northeasterly right-of-way line of Park Street and along the southwesterly lines of said Lots No. 30 and 31 a distance of 99.93 feet to a point at a southwesterly corner of said 209.786 acre Tract One, at the southwesterly corner of said Lot No. 31 and at the southeasterly corner of Lot No. 32, as shown upon said plat of A. G. Grant's Beulah Sub'd., said point also being the southeasterly corner of a tract of land conveyed to Thoroughbred Horsemen's Health Retirement Fund, by deed of record in Official Record 8496, Pg. G 13;

thence N 32° 47' 41" E along a northwesterly line of said 209.786 acre Tract One, along a portion of the northwesterly line of said Lot No. 31, along a portion of the southeasterly line of said Lot No. 32 and along the southeasterly line of said tract conveyed to Thoroughbred Horsemen's Health Retirement Fund a distance of 100.00 feet to a 3/4" I.D. iron pipe set at the northeasterly corner of a tract of land conveyed to said Thoroughbred Horsemen's Health Retirement Fund (passing a 3/4" I.D. iron pipe found, on-line, at 0.66 feet);

thence N 56° 10' 44" W along a southwesterly line of said 209.786 acre Tract One, crossing said Lot No. 32, along the northeasterly line of said tract conveyed to Thoroughbred Horsemen's Health Retirement Fund, crossing Lot No. 33, as shown upon said plat of A. G. Grant's Beulah Sub'd. and along the northeasterly line of a tract of land conveyed to Elmer & Loretta Waltz, by deed of record in Instrument 200710010171406 a distance of 100.12 feet to a 3/4" ID iron pipe set at a corner of said 209.786 acre Tract One, in the southeasterly line of said Lot No. 33, at the northwesterly line of said tract of land conveyed to Elmer & Loretta Waltz and in the southeasterly line of Lot No. 34, as shown upon said plat of A. G. Grant's Beulah Sub'd.;

thence S 32° 47' 41" W along a southeasterly line of said 209.786 acre Tract One, along a portion of the northwesterly line of said Lot No. 33, along the northwesterly line of said tract of land conveyed to Elmer & Loretta Waltz, and along a portion of the southeasterly line of said Lot No. 34 a distance of 100.00 feet to a point in the northeasterly right-of-way line of Park Street, at the southwesterly corner of said Lot No. 33, at the southwesterly corner of said tract conveyed to Elmer & Loretta Waltz and at the southeasterly corner of said Lot No. 34 (passing a 3/4" I.D. iron pipe found, on-line, at 98.58 feet);

thence N 56° 10' 44" W along a southwesterly line of said 209.786 acre Tract One, along a portion of the northeasterly right-of-way line of Park Street, along the southwesterly line of said Lots No. 34, along the southwesterly lines of Lot No. 35 and 36, and crossing Elm Street (20 feet in width to the north, vacated by Ordinance No. 35-69), said Lots and said Elm Street are as shown upon said plat of A. G. Grant's Beulah Sub'd., a distance of 153.99 feet to a MAG nail set at a corner of said 209.786 acre Tract One and in the west line of Elm Street;

thence S 02° 56' 49" W along an east line of said 209.786 acre Tract One and along the west line of Elm Street a distance of 189.85 feet to a MAG nail set in the west line of Elm Street (to the north), in the centerline of Elm Street (40 feet in width to the south), as shown upon the plat of Smith's Add'n to Beulah, of record in Plat Book 5, Page 310 and at a southeast corner of said 209.786 acre Tract One;

thence N 87° 03' 11" W along a south line of said 209.786 acre Tract One and crossing Elm Street a distance of 20.00 feet to a railroad spike found at a corner of said 209.786 acre Tract One and at the intersection of the west line of Elm Street with the north line of an Alley 16 feet in width, as shown upon said plat of Smith's Add'n to Beulah, said Alley was vacated by Ordinance No. 27-63;

thence S 02° 56' 49" W along an east line of said 209.786 acre Tract One, crossing said Alley, along the west right-of-way line of Elm Street and along the east lines of Lots Nos. 29, 28, 27, 26, 25, 24, 23, 22 and 21, as shown upon said plat of Smith's Add'n to Beulah, a distance of 378.96 feet to a 1" I.D. iron pipe found the a southeast corner of said 209.786 acre Tract One, at the southeast corner of said Lot No. 21 and at the intersection of the west line of Elm Street with the north line of Midland Street (40 feet to the west), as shown upon said plat of Smith's Add'n to Beulah;

thence N 87° 03' 11" W along a south line of said 209.786 acre Tract One, along the south line of said Lot No. 21, along the north line of Midland Street and said line extended westerly crossing an Alley (10 feet in width), as shown upon said plat of Smith's Add'n to Beulah a distance of 161.73 feet to a 3/4" I.D. iron pipe set at a southwest corner of said 209.786 acre Tract One, in the west line of said Alley and in the east line of a 5.923 acre tract of land conveyed to Barbara Helwagen (50% interest) and Reba Diann Warren (50% interest) by deed of record in Instrument 200804020049567;

thence N 03° 13' 24" E along a west line of said 209.786 acre Tract One, along a portion of said Alley and along a portion of the east line of said 5.923 acre tract a distance of 124.87 feet to a iron pipe w/cap found at a corner of said 209.786 acre Tract One and at the northeast corner of said 5.923 acre tract;

thence N 87° 39' 48" W along a south line of said 209.786 acre Tract One, along the north line of said 5.923 acre tract and along a north line of a 4.037 acre tract of land conveyed to The Ohio Conference of Seventh Day Adventists, by deed of record in Deed Book 2279, Page 187 a distance of 1,023.02 feet to a large nail found at a southwest corner of said 209.786 acre Tract One and at a corner of said 4.037 acre tract;

thence N 02° 20' 12" E along a west line of said 209.786 acre Tract One and along a west line of said 4.037 acre tract a distance of 23.00 feet to a 3/4" I.D. iron pipe set at a corner of said 209.786 acre Tract One and at a northeast corner of said 4.037 acre tract;

thence N 87° 39' 48" W along a south line of said 209.786 acre Tract One and along a north line of said 4.037 acre tract a distance of 466.76 feet to a MAG nail set in the centerline of Demorest Road variable width, said MAG nail being N 03° 10' 24" E a distance of 1,128.23 feet from Franklin County Monument No. FCGS 1361 found at the intersection of the centerline of Demorest Road with the centerline of Grove City Road, passing a 3/4" I.D. iron pipe set in the east right-of-way line of Demorest Road at 441.76 feet;

thence N 03° 10' 24" E along the centerline of Demorest Road and along a west line of said 209.786 acre tract a distance of 590.02 feet to a MAG nail set at a northwest corner of said 209.786 acre Tract One and at the southwest corner of a 0.516 acre tract of land conveyed to Edna A. Strickler, by deed of record in Instrument 200604250077530;

thence S 87° 43' 41" E along a north line of said 209.786 acre Tract One, along the south line of said 0.516 acre tract and along a south line of a 0.646 acre tract of land conveyed as Parcel Two to Dana E. & Roberta J. Foreman, by deed of record in Instrument 200010260217184 a distance of 324.80 feet to a 3/4" I.D. iron pipe set at a corner of said 209.786 acre Tract One and at the southeast corner of said 0.646 acre tract (passing a 3/4" I.D. iron pipe set in the east right-of-way line of Demorest Road at 25.00 feet);

thence N 03° 12' 12" E along a west line of said 209.786 acre Tract One, along the east line of said 0.646 acre tract, along the east line of a 0.186 acre tract of land conveyed as Parcel 2 and along the east line of a 1.491 acre tract of land conveyed as Parcel 1, both to Richard E. & Theresa L. Mills, by deed of record in Official Record 29192, Page I 20 a distance of 451.21 feet to a 1/2" square solid found at a corner of said 209.786 acre Tract One and at the northeast corner of said 1.491 acre tract;

thence N 87° 43' 41" W along a south line of said 209.786 acre Tract One and along a portion of the north line of said 1.491 acre tract a distance of 100.01 feet to a 3/4" I.D. iron pipe set at a southwest corner of said 209.786 acre Tract One and at the southeast corner of a 1.032 acre tract of land conveyed as Parcel 1 to Columbus Baptist Association, Inc., Trustees, by deed of record in Official Record 9921, Page I 10;

thence N 03° 12' 12" E along a west line of said 209.786 acre Tract One, along the east line of said 1.032 acre Parcel 1 and along the east line of a 1.032 acre tract of land conveyed as Parcel 2 to Columbus Baptist Association, Inc., Trustees, by deed of record in Official Record 9921, Page I 10, a distance of 398.74 feet to a 3/4" I.D. iron pipe set at a corner of said 209.786 acre Tract One and at the northeast corner of said 1.032 acre Parcel 2;

thence N 87° 43' 41" W along a south line of said 209.786 acre Tract One and along the north line of said 1.032 acre tract Parcel 2 a distance of 224.68 feet to a MAG nail set in the centerline of Demorest Road and at a southwest corner of said 209.786 acre Tract One (passing a 3/4" I.D. iron pipe set in the east right-of-way line of Demorest Road at 199.68 feet);

thence N 03° 14' 39" E along the centerline of Demorest Road and along a west line of said 209.786 acre Tract One a distance of 100.00 feet to a MAG nail set at a northwest corner of said 209.786 acre Tract One and at the southwest corner of a 3.100 acre tract of land conveyed to Rebecca Williams, by deed of record in Instrument 200704180068160;

thence S 87° 43' 41" E along a north line of said 209.786 acre Tract One and along the south line of said 3.100 acre tract a distance of 224.60 feet to a point at a corner of said 209.786 acre Tract One and at the southeast corner of said 3.100 acre tract (passing a 3/4" I.D. iron pipe set in the east right-of-way line of Demorest Road at 25.00 feet and a large nail found on-line at 224.10 feet);

thence N 03° 12' 12" E along a west line of said 209.786 acre Tract One, along the east line of said 3.100 acre tract, along the east line of a 0.516 acre tract of land conveyed to Michael Gallai & Susan L. Lamarche, by deed of record in Instrument 200207170175383, along the east line of a 0.516 acre tract of land conveyed to Patrick T. & Roberta K. Abbott, by deed of record in Official Record 29160, Page D 08, and along the east line of a 0.517 acre tract of land conveyed to Erma Pache, by deed of record in Instrument 200101300018757 a distance of 902.53 feet to a 3/4" I.D. iron pipe set at a northwest corner of said 209.786 acre Tract One, at the northeast corner of said 0.517 acre tract, in the south line of said original 5 acre Tract Two, and in the south line of said 1.214 acre tract;

thence S 87° 48' 18" E along a north line of said 209.786 acre Tract One, along a portion of the south line of said original 5 acre Tract Two, and along a portion of the south line of said 1.214 acre tract a distance of 5.89 feet to a 3/4" I.D. iron pipe set at the southeast corner of said 1.214 acre tract;

thence N 03° 17' 25" E crossing a portion of said original 5 acre Tract Two and along the east line of said 1.214 acre tract a distance of 229.68 feet to the true place of beginning;

containing 212.706 acres of land more or less and being subject to all highways, easements and restrictions of record. Of said 212.706 acres; 0.053 acre is within P.N. 160-001593, 0.487 acre is within P.N. 160-000929, 3.029 acres are within P.N. 040-004259, 24.310 acres are within P.N. 040-004279, 0.515 acre is within P.N. 040-004278, 20.214 acres are within P.N. 040-004269, 39.199 acres are within P.N. 040-004270, 10.427 acres are within P.N. 040-004260, 27.946 acres are within P.N. 040-004273, 8.005 acres are within P.N. 040-004276, 3.425 acres are within P.N. 040-004263, 21.965 acres are within P.N. 040-004272, 29.168 acres are within P.N. 040-004271, 6.494 acres are within P.N. 040-000848, 1.240 acres are within P.N. 040-000719, 0.860 acre is within P.N. 040-000189, 0.413 acre is within P.N. 040-000246, 0.546 acre is within P.N. 040-000708, 1.486 acres are within P.N. 040-000715, 6.331 acres are within P.N. 040-000468, 0.348 acre is within P.N. 040-000911, 0.190 acre is within P.N. 040-000414, 0.122 acre is within P.N. 040-001196, 0.114 acre is within P.N. 040-000413, 0.121 acre is within P.N. 040-001056, 0.114 acre is within P.N. 040-001062, 0.243 acre is within P.N. 040-001031, 0.456 acre is within P.N. 040-000169, 0.176 acre is within P.N. 040-000454, 0.448 acre is within P.N. 040-000455, 0.361 acre is within P.N. 040-000453, 0.218 acre is within P.N. 040-000419, 0.399 acre is within P.N. 040-000269, 0.361 acre is within P.N. 040-000272, 0.181 acre is within P.N. 040-000273, 0.961 acre is within P.N. 040-005831, 0.384 acre is within P.N. 040-000106, 0.207 acre is within P.N. 040-000620, 0.148 acre is within P.N. 040-000619, 0.074 acre is within P.N. 040-003779, 0.074 acre is within P.N. 040-000618, 0.074 acre is within P.N. 040-003778, 0.074 acre is within P.N. 040-000617, 0.074 acre is within P.N. 040-003777, 0.075 acre is within P.N. 040-000547, 0.149 acre is within P.N. 040-000615, 0.149 acre is within P.N. 040-000614, 0.149 acre is within P.N. 040-000613 and 0.149 acre is within P.N. 040-000612.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc. Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey, under his supervision in August, 2009. All corners called out as set are 3/4" I.D. iron pipes, 30" in length and are set with a plastic cap stamped "BIRD & BULL, INC.". Basis of bearings is the centerline of Demorest Road, being N 03° 14' 39" E, between Franklin County Monuments FCGS 5131, FCGS 1236 and FCGS 1906,as shown on the Centerline Survey Plat, sheet 1 of 2 for Demorest Road and available from the Franklin County Engineer's Office.

Kevin L Baxter
Kevin L Baxter
Ohio Surveyor No. 7697

STATE OF OHIO
KEVIN L. BAXTER S-7697
REGISTERED SURVEYOR

DESCRIPTION VERIFIED
DEAN C. RINGLE P.E., P.S.
BY:
DATE: 17 Mar 10

FRANKLIN COUNTY ENGINEER

8/15/10

DESCRIPTION VERIFIED
DEAN C. RINGLE, P.E., P.S.
BY:
DATE 10/04/2016

M-87
All of (040) 189, 246, + 468

M-88
All of (040) 106, 454, 164, 455, 269, 911, 272, 1031, 273, 1056, 913, 1062, 414, 1196, 419, + 453, 5831

M-91
All of (040) 547, 620, 612, 3777, 613, 3778, 614, + 615, 3779, 617, 618, 619,

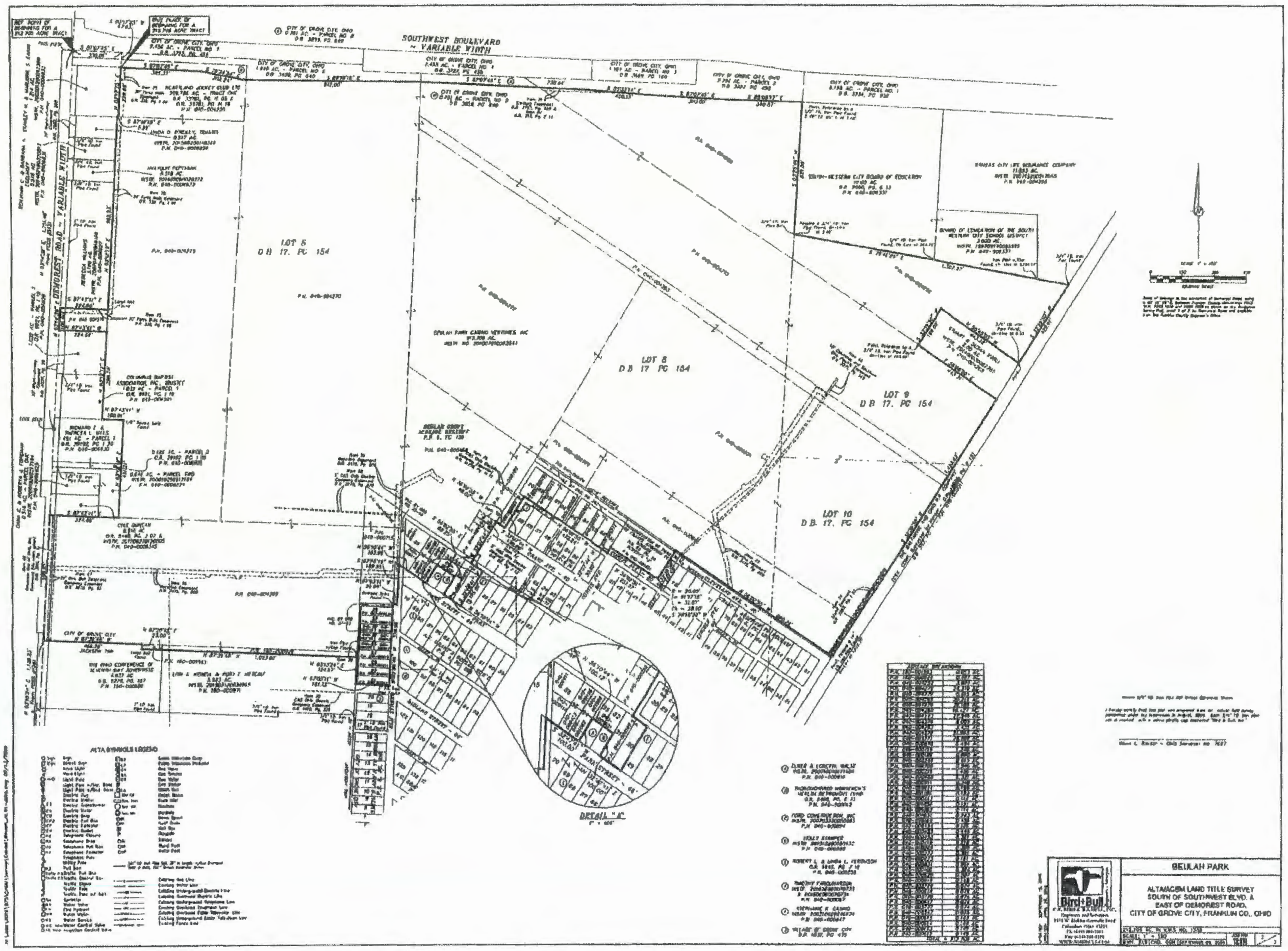
0-22
All of (040) 719

0-31-B
All of (040) 4260

0-31-C
All of (040) 4269, 4273, 4278 + 4279
All of (160) 929 + 1593

0-31-D
All of (040) 4263, 4271 + 4272

0-31
All of (040) 708, 4259, 715, 4270, 848, + 4276


SOUTHWEST BOULEVARD
~ VARIABLE WIDTH
DEMOREST ROAD ~ VARIABLE WIDTH
LOT 5
D.B. 17, PG 154
LOT 8
D.B. 17 PG 154
LOT 9
D.B. 17, PG 154
LOT 10
D.B. 17, PG 154
DETAIL "A"
ALTA SYMBOLS LEGEND
BEULAH PARK
ALTA/ACSM LAND TITLE SURVEY
SOUTH OF SOUTHWEST BLVD. &
EAST OF DEMOREST ROAD,
CITY OF GROVE CITY, FRANKLIN CO., OHIO
Bird+Bull

C-24-18

Exhibit "A"

ZONING TEXT
BEULAH PARK

Grove City, Ohio

DATE SUBMITTED:	MARCH 14, 2018
AS REVISED:	**MAY 2, 2018**
CURRENT ZONING:	SD-3, RECREATIONAL FACILITIES IND-2, HEAVY INDUSTRY R-2, SINGLE-FAMILY RESIDENTIAL
PROPOSED ZONING:	PLANNED UNIT DEVELOPMENT – COMMERCIAL (PUD-C) PLANNED UNIT DEVELOPMENT – RESIDENTIAL (PUD-R)

Property Owner & Applicant:

GC Beulah Park Investments, LLC
250 E. Broad St., Suite 1100
Columbus, OH 43215

Authorized Representative:

Donald Plank, Plank Law Firm, LPA
411 E. Town St., FL 2
Columbus, OH 43215

I. PROPERTY

The property ("Property") consists of approximately 212± acres south of Southwest Boulevard, east of Demorest Road, north and west of the Beulah Subdivision, and approximately 720 feet west of Broadway as further described on the attached legal description (Exhibit A) and Survey (Exhibit B) (hereinafter sometimes referred to as "Beulah Park") and as generally depicted on the Beulah Park Subarea Plan dated April 18, 2018 (the "Subarea Plan").

II. INTRODUCTION

Beulah Park opened in 1923 as Ohio's first thoroughbred racetrack, offering live thoroughbred racing from October through early May. The site was also home to a number of community events, drawing individuals from across the region. In 2012, Penn National Gaming, Inc. announced that Beulah Park's racing license would be relocated to northeast Ohio and the last race was run in Beulah Park on May 3, 2014. The relocation of the racing operation left the 213 acre Beulah Park site vacant and ripe for redevelopment.

Given the historic significance of the Beulah Park site and its proximity to the City's Historic Town Center and other existing residences and developments in Grove City, the integration of the site into the existing fabric of the community is of utmost importance. The Property will be designed as a master planned community to be developed around a community park. The overall design of the site and development within each subarea will be in conformance with the principles contained within the 2013 Beulah Park Conceptual Framework.

III. GENERAL PROVISIONS

A. The provisions of the Codified Ordinances of Grove City (the "Code") shall apply only to the extent not otherwise addressed in this Zoning Text. The provisions of this Zoning Text and the Code shall apply unless otherwise modified by Grove City Council (the "Council") through the Development Plan for each Subarea.

B. For the purposes of this Zoning Text, the terms and words contained within carry their customarily understood meanings. Words used in the present tense include the future and the plural includes the singular and the singular the plural. The word "shall" is intended to be mandatory; "occupied" or "used" shall be considered as though followed by the words "or intended, arranged or designed to be used or occupied". In case of any conflict between this Zoning Text and the Code, this Zoning Text shall control.

C. All provisions of this Zoning Text are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section or other provision is invalid or that the application of any part of the provision is invalid, the remaining provisions and the application of those provisions shall not be deemed affected by that decision.

D. Any use not permitted herein shall be considered prohibited, except that a use may be permitted if approved by City Council as part of the Development Plans.

E. The development of the Property shall generally contribute to the following principles contained in the 2013 Beulah Park Conceptual Framework.

   1. Development on the site highlights the historic significance of Beulah Park.

   2. Beulah Park serves as a community gathering place.

   3. Connectivity is promoted on the site to improve the function of the street network and provide more opportunities to walk and bike.

4. Quality design is emphasized for all uses to create an attractive and distinctive public and private realm, appropriate with the character of adjacent uses.
5. Development provides the City with a net fiscal benefit.

F. Deviations from the standards and requirements set forth herein as well as the Zoning Code, Stream Corridor Protection Policy, and Standard Drawings may be approved by City Council through the Development Plan, if/when they are consistent and harmonious with the overall intent of the development and do not diminish, detract or weaken the overall compatibility between uses or integrity of proposed construction improvements within or in proximity of the Property.

G. The roadway designs, entrance features, applicant's/property owner's improvements to publicly owned open space shall be the subject of Development Plan approvals, separate and apart from individual Subarea Development Plan approvals.

H. As used herein, the term "four-sided architecture" shall mean: using the same material on the sides and back of a building as those materials used on the building's front façade.

I. The Development Department shall make the determination whether a design or development standard change or modification is "substantial," requiring a filing of an application for a modification to the approved Development Plan.

IV. GENERAL DEVELOPMENT STANDARDS

A. Roadway Network and Access

1. Roadways shall be integrated and tied into the surrounding existing public road network as set forth on the Subarea Plan.
   a) Roadways will be designed in a manner to balance the movement of vehicular and non-vehicular traffic, providing a pedestrian-oriented environment while providing on-street parking for area residents and park patrons. Measures including, but not limited to, narrowed roadways, bump-outs, on-street parking, roundabouts, raised intersections or speed tables, and center islands may be utilized throughout the site, to be detailed in the Development Plan and subsequent Engineering Plans.
   b) Public roadways shall have minimum five-foot-wide sidewalks on both sides of streets. Eight-foot-wide asphalt multi-use paths may replace sidewalks as depicted on the Subarea Plan.
2. Access points to public roadways shall generally be located as shown on the Subarea Plan and as otherwise approved by the City. Primary access points to the Property from the existing roadway network shall be installed as shown on the Subarea Plan.
   a) Southwest Boulevard: Two public roadways will provide full-service access to the Property from Southwest Boulevard. Additional curb cuts shall be permitted from Southwest Boulevard to access sites in Subarea A, as summarized under Section V.A.2.a).
   b) Demorest Road: Two public roadways will provide full service access to the Property from Demorest Road, one aligning with the entrance to Breck Community Park.
   c) Columbus Street (extension): Columbus Street shall be extended from west of the railroad tracks at the Property's southeast corner, into and through the Property.
   d) Park Street (extension): Park Street shall be extended through the Property to the west.

e) Lincoln Avenue: Lincoln Avenue shall be extended to the north and east, to connect to the Columbus Street extension.

f) Elm Street (extension): Elm Street shall be extended from its current intersection with Park Street to the north, into and through the Property.

3. Pedestrian and bike connectivity shall be integrated throughout the site and along Southwest Boulevard.

4. Curb cut spacing, dimensioning and related requirements along all public streets shall be approved as part of the Development Plans.

5. Roadways in the development shall be designed according to the standards below or as modified in the Development Plan[1]. Road types are referenced on the Subarea Plan. For all road types shown, sidewalks may be replaced with multi-use paths, where appropriate, as shown on the Subarea Plan. Bump-outs or pinch-points shall be installed to designate on-street parking areas and provide pinch-points within the roadway network to narrow the roadway to calm vehicular traffic and create safer pedestrian crossings. All roadways shall incorporate the City's standard curb and gutter per Standard Drawing C-GC-57A.

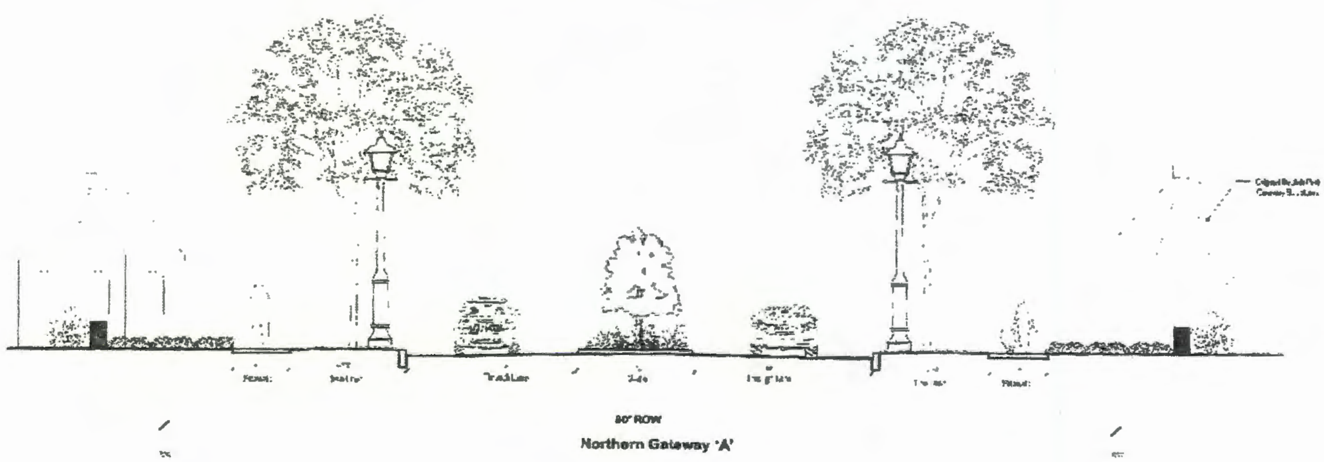
   a) North Gateway 'A'

      i. 80-foot right-of-way

      ii. Connections with Southwest Boulevard shall be verified with traffic study (e.g. turn lanes, median, etc.)

      iii. 12-foot landscape median

      iv. 14 feet on each side for tree lawns, sidewalks, and planting beds



80' ROW
Northern Gateway 'A'

   b) North Gateway 'B'

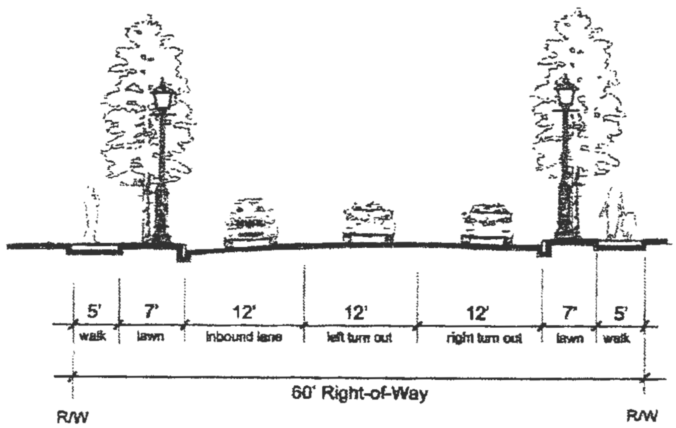
      i. 80-foot right-of-way

      ii. Connections with Southwest Boulevard shall be verified with traffic study (e.g. turn lanes, median, etc.)

[1] The roadway cross-sections shown below are provided for illustrative purposes only. The design of all roadways shall be approved as part of the Development Plan Process.

iii. 12-foot center turn lane and/or landscape median

iv. 12 feet on each side for tree lawns, sidewalks, and planting beds



North Gateway 'B'

c) <u>Boulevard</u>

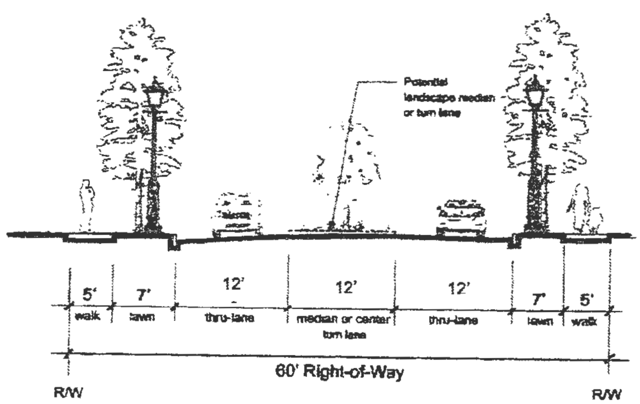
i. 60-foot' right of way

ii. 12 feet minimum on each side for tree lawns and sidewalks

iii. 12-foot paved lanes

iv. 12-foot landscaped median and/or turn lane

v. No on-street parking



Boulevard

d) <u>Avenue 'A'</u>

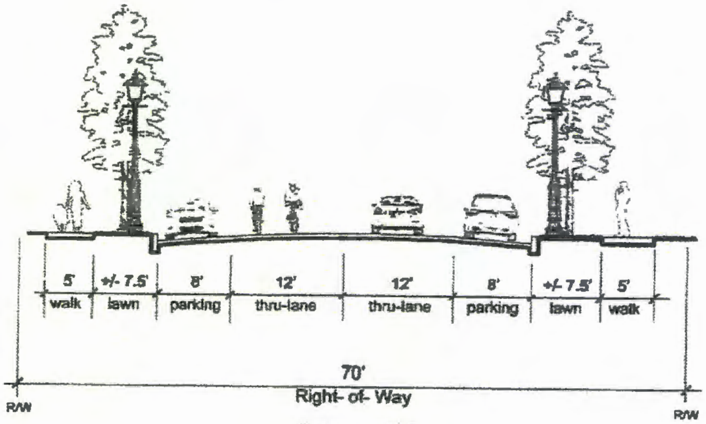
i. 70-foot right of way

ii. 12.5 feet minimum on each side for tree lawns, sidewalks, and multi-use paths

iii. 12-foot paved lanes

iv. On-street parking on both sides of street, with curb extensions (bump-outs) at intersections or mid-block

v. In addition to the curb extensions, Park Street shall incorporate traffic circles to further calm traffic



Avenue 'A'

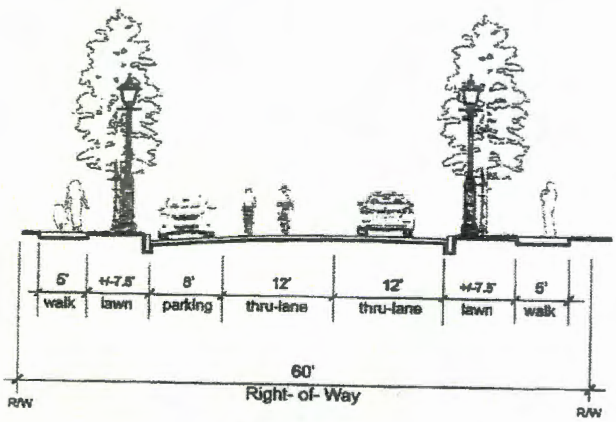
e) <u>Avenue 'B'</u>

i. 60-foot right of way

ii. 12.5 feet minimum on each side for tree lawns, sidewalks, and multi-use paths

iii. 12-foot paved lanes

iv. On-street parking on park side of street, with curb extensions (bump-outs) at intersections or mid-block



Avenue 'B'

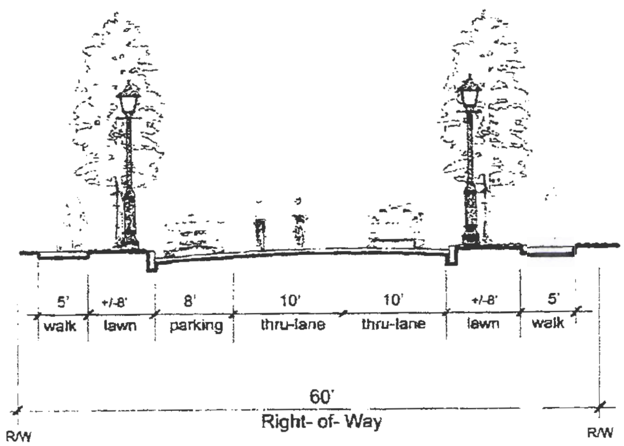
f) <u>Local</u>

i. 60-foot right of way

ii. 10-foot paved lanes

iii. On-street parking on one side of street

iv. 12.5 feet minimum on each side for tree lawns, sidewalks, and multi-use paths



Typical Local Street

g) Private Streets

i. Private streets shall be permitted to deviate from the public roadway standards as part of the Development Plan for the applicable subarea.

h) Alleys

i. Alleys in residential areas shall be either public or private roadways subject to the approval of City Council. Public alleys shall be a minimum 16 feet wide for two-way traffic, constructed per the City's Standard Drawing C-GC-91. Alleys shall be a minimum of 12 feet wide for one-way traffic.

i) Driveways

i. The parking or storage of boats, trailers, or recreational vehicles in a driveway within the Beulah Park development shall be prohibited.

B. **LANDSCAPING, ENTRANCE FEATURES AND PUBLIC ART**

1. A street tree planting program shall be established along both sides of public roadways providing tree spacing to be approved as part of the Development Plans. Street trees shall vary to encourage bio-diversity and reduce risk of disease and loss, and shall be maintained by the Community Authority or Homeowners' Association/Condominium Association for the subarea containing or adjacent to the street tree(s).
2. Entry/monument signs shall be set in irrigated landscaped areas at locations approved on the Development Plan for the respective subarea.
3. Entrance features will be located at all the intersections of all public roadway entrances into the site from Southwest Boulevard, Demorest Road, and Columbus Street. Entrance features shall include stone and decorative fencing as well as monuments related to the historical nature of the Property as approved on the Development Plan. Entrance feature(s) may include signage if approved as part of the Development Plan.
4. Entrance feature(s) at the Columbus Street entrance to the site shall include enhancements in addition to the requirements noted above in Section IV.B.3.
5. Equestrian-themed public art and monuments shall be integrated throughout the Property.

6. The existing Beulah Park gatehouses and stone walls at the Southwest Boulevard entrance shall be preserved or their character replicated as part of the entrance feature to the Property from Southwest Boulevard as approved on the Development Plan.

C. **LIGHTING**

1. Street light fixtures to be located within the right-of-way of public roadways shall match the character of "period gas lighting fixtures" utilized in the Town Center.
2. All other public street lights shall be mounted on decorative poles that are architecturally compatible with the area lighting and have a pedestrian scale.

D. **SCREENING**

1. Screening from uncomplimentary land uses or for other purposes shall be accomplished primarily through fencing, landscaping, and mounding as approved on the Development Plans. Except for Subareas A, F, and I, privacy fences shall be prohibited unless otherwise permitted as part of the Development Plan.

E. **SINGLE-FAMILY HOMES (SUBAREAS C, D, AND E)**

1. The front façade and the sides of homes shall have no exposed concrete block or poured concrete.
2. Except as provided in Section V.C.2.c)iii. below, home models shall be approved as part of the Development Plan.
3. Above-ground pools shall be prohibited.
4. All homes shall have a two-car garage unless otherwise approved as part of the Development Plan.

V. SUBAREA USE REGULATIONS AND DEVELOPMENT STANDARDS

A. **SUBAREA A**

1. **Permitted Uses**

a) Research and development uses including research related to product development in conjunction with testing, laboratory, and minor fabricating and assembly operations

b) Business services including, but not limited to, duplicating, addressing, blueprinting or photocopying, stenographic, mailing and advertising, business machine service and repair, and communications operations including, service and repair operation

c) Administrative, professional, business and flex offices, and institutional uses including, but not limited to, medical and medical-related activities, legal services, financial and banking services, engineering and architectural services, accounting, auditing and other bookkeeping services, and other similar uses

d) Those uses permitted in the C-1 Service Commercial District

e) Other uses as approved by City Council

f) Outside storage of materials shall be prohibited

2. **General Development Standards**

a) Access

i. To limit the number of curb cuts on Southwest Boulevard, all lots within Subarea A shall utilize shared access points, unless otherwise approved as part of the

Development Plan. Additional points of access to the subarea may be permitted from Street 'A' and Street 'E' on the Subarea Plan.

(a) A maximum of two full-access curb cuts may be allowed on Southwest Boulevard to service the 12.37-acre area between Street 'A' and Street 'E'. Any access point along Road 'E' between the roundabout and Southwest Boulevard shall be limited to a right-in/right-out movement unless otherwise justified by traffic study. Operation of roundabout, signalized intersection, and Southwest Boulevard will need to take precedent when evaluating access locations and configuration.

(b) Access for the 4.62-acre area east of Street 'A' may be facilitated by a right-in/right-out access on Southwest Boulevard and with a full-access curb cut off of Street 'A' integrated with the Street 'D' intersection.

(c) All access points shall meet the driveway spacing requirements of the City's Code. Access locations shall be evaluated in conjunction with the Traffic Impact Study and in conjunction with future lane configuration on Southwest Boulevard (e.g. turn lanes) and approved by the City.

b) Lot Requirements and Setbacks

	Front	Side	Rear
Building Setback	30'	10'	50'
Parking and Drive Aisle Setback	30'	7.5'	25'
Truck Parking, Loading, and Drive Aisle Setback	50'	25'	100'

i. 1.5 acre minimum lot size

ii. 6.0 acre maximum lot size unless otherwise approved by City Council

iii. 85% maximum lot coverage for all impervious areas

c) Parking Requirements

i. Parking spaces shall be a minimum of nine feet in width and 18 feet in length.

ii. A minimum of one parking space shall be provided for every 300 square feet of building area. Deviations may be granted to this requirement as part of the Development Plan.

iii. A maximum of one parking space shall be provided for every 75 square feet of building area. Deviations may be granted to this requirement as part of the Development Plan.

iv. All loading areas and delivery doors shall be at the rear or side of buildings.

v. The parking of semi-truck cabs and/or trailers shall be prohibited.

d) Screening

i. Landscape screening shall be installed adjacent to residential properties. Screening shall be in the form of a continuous 80% landscape hedge, fence, wall, or earthen mound, or a combination thereof.

ii. Service courts, waste and refuse areas, ground and roof-mounted mechanical and electrical equipment shall be screened from view from all public streets and adjacent residential uses in their entirety by mounding, landscaping, and/or walls.

Screening shall be at least six inches taller than the height of any containers or equipment that may be in these areas and shall have the same or complementary material as the building exterior.

iii. All roof-mounted service/mechanical equipment shall be fully screened on all four sides, with a height to exceed the installed equipment by raising the parapet around the top of the building. Screening design and material shall be architecturally compatible with the remainder of the building.

e) Building Requirements

i. Maximum building square footage of 35,000 square feet, unless otherwise permitted as part of the Development Plan

ii. 35-foot maximum height

f) Landscaping

i. Landscaping shall be installed for all parking and vehicular-use areas as noted below.

(a) Along Southwest Boulevard: A continuous three-foot-height-minimum earthen mound with one 2.5-inch-minimum-caliper tree planted for each 40 linear feet of parking lot frontage. Additional planting beds containing annual and/or perennial flowers to increase the aesthetic appeal of the site(s) from Southwest Boulevard shall be installed and will be approved as part of the Development Plan for individual sites.

(b) Along other public rights-of-way: A continuous three-foot-height-minimum evergreen hedge with one 2.5-inch-minimum-caliper tree planted for each 40 linear feet of parking lot frontage.

(c) Within all parking lots and vehicular-use areas: Landscape islands and peninsulas shall be installed according to the Code requirements for "Interior Vehicular-Use Areas."

ii. Landscape areas shall be installed adjacent to buildings, based on the building perimeter noted below. Combining the planting areas noted below is acceptable, provided that combined planting areas are visible from public rights-of-way.

(a) One tree shall be planted for every 50 linear feet of building perimeter. Trees shall be 2.5-inch-minimum-caliper at installation.

(b) A minimum of 30 square feet of landscape areas containing shrubs, ground cover, or other ornamental plantings are required for each 50 linear feet of building perimeter. Plantings are to be 24-inches-minimum and five-foot-maximum spacing at installation.

B. **SUBAREA B**

The character of development in this subarea should be compatible with the Town Center to create an effective transition between these two unique areas.

1. **Permitted Uses**

a) Specialty retail, commercial establishments, and boutiques

b) Specialty food stores

c) Restaurants or taverns with no drive-in or drive-thru facilities

d) Home furnishings, home improvement, and miscellaneous material and equipment stores which operate entirely within principle structures and require no outside storage of products or materials

e) Personal services, performed for persons or their apparel

f) Financial establishments with no drive-in or drive-thru facilities

g) Business and administrative offices and professional associations, including buildings with multiple tenants

2. **General Development Standards**

a) Lot Requirements

i. No front, side, or rear building setback requirements where adjacent to non-residential districts. When parking is provided on-site, parking lots shall be located behind the primary structure, utilizing shared access drives and curb cuts with adjacent developments whenever feasible to do so. Parking is not required on site, provided that the applicant provides evidence of the long-term availability of sufficient public parking off-site.

ii. When adjacent to residential districts, building and parking lot setback requirements will be approved with the Development Plan for the site. Parking lots are to be designed to reduce the impact on nearby residences.

b) Building Requirements

i. Building architecture and building materials shall be compatible with existing structures within the Town Center.

ii. Buildings are to be oriented to the street with minimum setbacks to create a pedestrian-oriented streetscape.

iii. 50 feet maximum building height

C. **SUBAREA C**

1. **Permitted Uses**

a) Primary Uses

i. Single-family dwellings

b) Accessory Uses

i. Apartments over attached or detached garages, on properties with a primary, single-family home, fronting on Streets 'B' and 'C'

ii. Accessory uses as permitted in the Code in residential districts

2. **General Development Standards**

a) Density

i. 5.0 dwelling units per acre maximum density

b) Area Requirements

i. Homes fronting on Streets 'B' and 'C' shall be accessed from rear alleys with no direct access or curb cuts permitted from public (non-alley) roadways.

ii. Maximum front setback for homes served by alleys shall be 18 feet, including porches.

iii. Minimum front setback for homes served by alleys shall be 12.5 feet, including porches.

iv. Minimum front setback shall be 20 feet for homes with driveways accessed from public streets and not rear alleys.

v. Front porches for homes with driveways accessing the street may encroach up to five feet into the building setback.

vi. Minimum rear setback shall be 10 feet.

vii. Minimum side setback shall be five feet. House projections such as bay windows, chimneys, and roof overhangs may encroach into the setback area.

viii. Minimum lot width shall be 50 feet for interior lots.

ix. Minimum lot width shall be 65 feet for corner lots.

x. Irregular lot shapes and configurations shall be avoided.

c) Building Requirements

i. All homes fronting streets 'B' and 'C' shall have front porches a minimum of five feet by eight feet in area.

ii. All home/units shall be modern adaptations of Farmhouse, Cottage, and Craftsman styled homes, utilizing four-sided architecture. Exterior finishes shall consist of wood, brick, stone, cast stone, cement board or similar siding (i.e. Hardiplank), vinyl siding (0.044-inch thickness or greater), or a combination thereof.

iii. All homes fronting Streets 'B' and 'C' shall be approved by a five-member architectural review committee, one member of which shall be a person appointed by the Mayor. Approval of such houses shall be based on architectural design guidelines which shall include the following trim elements which shall be wood or composite material (i.e. cement board):

(a) Fascias of one inch by eight inches or larger – painted

(b) Frieze boards of one inch by four inches or larger – painted

(c) Gable rake boards of one inch by eight inches or larger – painted

(d) Gable barge boards of one inch by six inches or larger – painted

(e) Window trim of one inch by four inches or larger – painted

(f) Columns or similar details shall be painted natural or composite materials but not vinyl or aluminum

iv. Homes shall be a minimum of 2,000 square feet in size. Minimum square footage shall include only livable area, excluding garages and basements.

v. All homes fronting on Streets 'B' and 'C' shall be two stories. All other homes within the subarea shall be a minimum of 1.5 stories. Maximum building height of all homes shall be 40' measured to the mid-point of the roof. The first floor shall have an elevation of 24 inches minimum above the finish grade, measured at the highest point of the grade at the house. The first-floor walls shall have nominal ceiling heights between eight and 10 feet. All houses fronting streets 'B' and 'C' shall have roof pitches of 7/12 minimum. Porch roofs may be of any pitch.

v. Garage door opening(s) facing a public roadway shall not exceed 45% of the width of the house façade, including the garage.

vii. All homes fronting on Streets 'B' and 'C' shall have garages accessed off rear alleyways. Detached garages shall utilize similar materials and reflect comparable architecture with the primary structure with a maximum height, measured to the ridge, of 40 feet. Roof pitches shall be a minimum of 7/12. All other garages in Subarea C shall be a maximum of 22 feet in height, measured to the ridge of the garage.

viii. No two homes of the same front elevation shall be constructed within two homes adjacent to, across from, or diagonal from each other. Houses with the same or similar footprint may be allowed within this distance provided that such houses incorporate substantial differences in the front elevations such as material changes, configuration of the front porch, etc. The Development Department shall have final approval as to whether a change is "substantial."

D. **SUBAREA D**

1. **Permitted Uses**

a) Single-family dwellings

b) Schools limited to Kindergarten through the Eighth Grade

c) Accessory Uses as permitted in the Code for residential districts

2. **General Development Standards**

a) Density

i. 5.5 dwelling units per acre maximum density

b) Area Requirements

i. Maximum lot width shall be 75 feet, excluding corner lots.

ii. Minimum lot width shall be 50 feet.

iii. Irregular lot shapes and configurations shall be avoided.

iv. Minimum front setback shall be 20 feet.

v. Minimum side setback shall be five feet. House projections such as bay windows, chimneys, and roof overhangs may encroach into the setback area.

vi. Front porches may encroach up to five feet into the building setback.

vii. Minimum rear setback shall be 10 feet.

c) Building Requirements

i. All homes shall have front porches.

ii. All homes shall be modern adaptations of Farmhouse, Cottage, and Craftsman styled homes, utilizing four-sided architecture. Exterior finishes shall consist of wood, brick, stone, cast stone, cement board or similar siding (i.e. Hardiplank), vinyl siding (0.044-inch thickness or greater), or a combination thereof.

iii. Homes shall be a minimum of 1,800 square feet. Minimum square footage shall include only livable area, excluding garages and basements.

iv. No two homes of the same front elevation shall be constructed within two homes adjacent to, across from, or diagonal from each other. Houses with the same or similar footprint may be allowed within this distance provided that such houses incorporate substantial differences in the front elevations such as material changes, configuration of the front porch, etc. The Development Department shall have final approval as to whether a change is "substantial."

v. Garage door opening(s) facing a public street shall not exceed 45% of the width of the house façade, including the garage.

vi. Lots backing to rear alleys shall have garages accessed off rear alleyways. Detached garages should utilize the same materials and reflect comparable architecture as the primary structure.

E. **SUBAREA E**

1. **Permitted Uses**

a) Primary Uses

i. Single-family dwellings

b) Accessory Uses as permitted in the Code in residential districts

2. **General Development Standards**

a) Density

i. 5.5 dwelling units per acre maximum density

b) Area Requirements

i. Maximum lot width shall be 75 feet, excluding corner lots.

ii. Minimum lot width shall be 50 feet.

iii. Irregular lot shapes and configurations shall be avoided.

iv. Minimum front setback shall be 20 feet.

v. Minimum side setback shall be five feet. House projection such as bay windows, chimneys and roof overheads may encroach into the setback area.

vi. Front porches may encroach up to five feet into the building setback.

vii. Minimum rear setback shall be 10 feet.

c) Building Requirements

i. All homes shall have porches.

ii. All home/units shall be modern adaptations of Farmhouse, Cottage, and Craftsman styled homes, utilizing four-sided architecture. Exterior finishes shall consist of wood, brick, stone, cast stone, cement board or similar siding (i.e. Hardiplank), vinyl siding (0.044-inch thickness or greater), or a combination thereof.

iii. Homes shall be a minimum of 1,800 square feet. Minimum square footage shall include only livable area, excluding garages and basements.

iv. No two homes of the same front elevation shall be constructed within two homes adjacent to, across from, or diagonal from each other. Houses with the same or similar footprint may be allowed within this distance provided that such houses incorporate substantial differences in the front elevations such as material changes, configuration of the front porch, etc. The Development Department shall make the determination of whether a change or other modification(s) as noted above is "substantial."

v. Sixty percent of all homes facing Street 'F' shall have side-loaded garages. Garage door opening(s) facing public Street 'F' shall not exceed 45% of the width of the house façade, including the garage, and shall set back a minimum of two feet from the primary building façade.

vi. For all other homes in Subarea E, garage door opening(s) facing a public street shall not exceed 45% of the width of the house façade, including the garage.

vii. Lots backing to rear alleys shall have garages accessed off rear alleyways. Detached garages should utilize the same materials and reflect comparable architecture as the primary structure.

F. **SUBAREA F**

1. **Permitted Uses**

a) Detached and attached condominium dwellings

b) Support facilities and accessory uses such as clubhouse, pool and other common amenities

2. **General Development Standards**

a) Density

i. 6.0 dwelling units per acre maximum density

b) Setbacks

i. Twenty feet minimum building and parking setback from property lines, where adjacent to single-family residential subareas.

ii. Ten feet minimum between buildings.

iii. Twenty feet minimum front building setbacks for all structures measured from the back of curb of private streets.

c) Building Requirements

i. All condominium unit dwellings shall have a two-car garage.

ii. Condominium units adjacent to or directly across the street from each other shall have either a different floor plan, elevation, color, or contain other unique architectural details.

iii. The rear of any condominium unit located directly adjacent to a public roadway shall feature enhanced exterior aesthetic improvements as approved on the Development Plan.

iv. Homes/units along Street 'A' shall be accessed from roadways within the subarea, with no direct access or curb cuts permitted from Street 'A' for individual units.

v. The minimum living area (finished space) of each condominium unit shall be 1,400 square feet. Minimum square footage shall include only livable area, excluding garages and basements.

d) Streets

i. All streets within the subarea shall be privately owned and maintained by a Condominium Association.

ii. All streets shall be a minimum of 24 feet in width, measured from back of curb.

iii. Street composition and other standards shall be permitted to deviate from public roadway standards. Such deviations shall be approved as part of the Development Plan.

iv. Decorative fencing and/or additional landscape improvements shall be installed along the development's frontage on Street 'A' as approved as part of the Development Plan.

G. **SUBAREA G**

1. **Permitted Uses**

a) Multi-family townhomes

2. **General Development Standards**

a) Density

i. 15.0 dwelling units per acre maximum density

b) Site Configuration

i. The configuration of the site and design, scale, and orientation of all buildings within the subarea shall appropriately integrate into the context of the existing neighborhood. The appropriateness of the site design shall be approved as part of the Development Plan.

c) Setbacks

i. Fifteen feet minimum side yard setback and 15 feet between buildings.

ii. Twenty feet maximum front building setback for buildings in Subarea G north of Open Space/Park 'P2'.

d) Building Requirements

i. Dwellings should be oriented to face the public open space with no parking permitted between the front building setback and open space. The design, scale, and orientation of all buildings within the subarea shall appropriately integrate into the context of the existing neighborhood. The appropriateness of the building design shall be approved as part of the Development Plan.

ii. All units shall have entrances on the ground floor or be accessed from a ground-floor staircase leading to a small front porch.

iii. All buildings have a maximum height of three stories, except any portion of a building within 125 feet from any existing single-family zoned and occupied property line shall not exceed two-and-one-half stories.

iv. Exterior finishes shall consist of brick, stone, cast stone, cement board siding, vinyl siding (0.044-inch thickness or greater), or a combination thereof. No more than 70% of any exterior building elevation fronting on a public right-of-way shall be finished with vinyl siding.

v. Accessory structures including maintenance structures, garages, dumpster enclosures, and other community facilities shall be designed and finished with the same level of architectural detail and treatment as primary buildings.

e) Parking Requirements

i. One off-street parking space shall be provided for each bedroom. Additional guest parking shall be provided in a mix of off-street and on-street spaces.

H. **SUBAREA H**

1. **Permitted Uses**
   a) Multi-family dwellings
   b) Private support facilities and accessory uses such as leasing office, clubhouse, pool, and other indoor and outdoor activity areas limited to the use by residents and their guests
2. **General Development Standards**
   a) Density
      i. 17.25 dwelling units per acre maximum density
   b) Setbacks
      i. Fifteen feet minimum side yard building setback and 15 feet between buildings.
      ii. Thirty feet minimum rear building setback, except accessory structures, shall have a 15 foot rear setback.
   c) Buffer yard
      i. Landscape screening shall be installed to reduce visibility and noise from the railroad along the east property line, as approved on the Development Plan.
      ii. Landscape screening shall be installed along the northern edge of the subarea to screen from the industrial properties to the north, as approved on the Development Plan.
      iii. Decorative fencing and additional landscape improvements shall be installed along the development's frontage on Street 'A', as approved as part of the Development Plan.
   d) Building Requirements
      i. Fifty feet maximum building height.
      ii. No unit entrances shall be below ground.
      iii. All buildings shall feature articulated building elements such as porticos, dormers, balconies, recesses, awnings, or similar elements to break up the building mass.
      iv. Exterior finishes shall consist of brick, stone, cast stone, cement board siding, vinyl siding, or a combination thereof. No more than 50% of any exterior building elevation fronting on a public right-of-way shall be finished with vinyl siding (0.044-inch thickness or greater).
      v. Fencing and railings shall be approved as part of the Development Plan.
      vi. Accessory structures including maintenance structures, garages, dumpster enclosures, and other community facilities shall be designed and finished with the same level of architectural detail and treatment as primary buildings.
   e) Streets
      i. All driveways within the subarea shall be privately owned and maintained.
      ii. All driveways and drive aisles shall be a minimum of 22 feet in width.
      iii. Driveway composition and other standards may be permitted to deviate from public roadway standards. Such deviations shall be approved as part of the Development Plan.

I. SUBAREA I

1. **Permitted Uses**

   a) Assisted Living

   b) Independent Living

   c) Memory Care

   d) Private support facilities and amenities including dining venues, indoor and outdoor activity areas, and shops limited to the use of residents and their guests

   e) Nursing Home

   f) Detached and attached condominium dwellings

   g) Support facilities and accessory uses such as clubhouse, pool, and other common amenities associated with a residential condominium development

   h) Administrative, professional and business offices, and institutional uses

   i) Outside storage of materials shall be prohibited

2. **General Development Standards**

   a) Access

      i. No direct access shall be granted off Southwest Boulevard.

   b) Landscaping

      i. Along Southwest Boulevard: A continuous three-foot-height-minimum earthen mound with one 2.5-inch-minimum-caliper tree planted for each 35 linear feet of parking lot frontage. Trees may be grouped. Additional planting beds containing annual and/or perennial flowers to increase the aesthetic appeal of the frontage is encouraged and will be approved as part of the Development Plan for individual sites.

      ii. Along the western boundary adjacent to existing homes on Demorest Road, a landscape screen shall be installed in the form of a continuous 80% landscape hedge, fence, wall, or a combination thereof, or as approved on the Development Plan.

3. **Institutional Uses**

   The following development standards shall apply to those uses set forth in 1.a), b), c), d), and e) of this Section J:

   a) Setbacks

	Front (Southwest Blvd Frontage)	Front (Streets E/F Frontage)	Side/Rear (Adjacent to Residential Properties)
Building Setback	50'	50'	35'
Parking and Drive Aisle Setback	30'	20'	50'

   b) Building Requirements

i. All buildings shall feature four-sided architecture.

ii. Garages or other covered parking structures shall feature similar architectural details as utilized on the primary structure(s).

iii. Fifty-five (55) feet maximum building height.

c) Parking Requirements

i. Independent or Assisted Living Facilities: 0.5 parking space shall be required for every bedroom, plus one space for each employee during peak shift.

ii. Memory Care: One parking space shall be required for every three beds, plus one space per 200 square feet of administrative and staff work area.

d) Landscaping

i. Landscaping shall be installed for all parking and vehicular-use areas as noted below.

(a) Along Streets 'E' and 'F': A continuous three-foot-height-minimum evergreen hedge with one 2.5-inch-minimum-caliper tree planted for each 35 linear feet of parking lot frontage. Trees may be grouped.

(b) Within all parking lots and vehicular use areas: Landscape islands and peninsulas shall be installed according to the current code requirements for "Interior Vehicular-Use Areas."

4. **Condominium Dwellings**

The following development standards shall apply to those uses set forth in 1.f) and g) of this Section J:

a) Density

i. 6.0 dwelling units per acre maximum density

b) Setbacks

i. Twenty feet minimum building and parking setback from property lines where adjacent to single-family residential subareas.

ii. Ten feet minimum between buildings.

iii. Twenty feet minimum front building setbacks for all structures measured from the back of curb of private streets.

c) Building Requirements

i. All condominium unit dwellings shall have a two-car garage.

ii. Condominium units adjacent to or directly across the street from each other shall have either a different floor plan, elevation, color, or contain other unique architectural details.

iii. The rear of any condominium unit located directly adjacent to a public roadway shall feature enhanced exterior aesthetic improvements as approved on the Development Plan.

iv. The minimum living area (finished space) of each condominium unit shall be 1,400 square feet. Minimum square footage shall include only livable area, excluding garages and basements.

d) Streets

i. All streets within the subarea shall be privately owned and maintained by a Condominium Association.

ii. All streets shall be a minimum of 24 feet in width measured from back of curb.

iii. Street composition and other standards shall be permitted to deviate from public roadway standards. Such deviations shall be approved as part of the Development Plan.

iv. Decorative fencing and additional landscape improvements shall be installed along the development's frontage on Streets 'E' and 'F' as approved as part of the Development Plan.

5. **Offices and Other Similar Uses**

The following development standards shall apply to those uses set forth in 1.h) of this Section J:

a) Setbacks

	Front (Southwest Blvd Frontage)	Front (Streets E/F Frontage)	Side/Rear (Adjacent to Residential Properties)
Building Setback	50'	50'	50'
Parking and Drive Aisle Setback	30'	20'	50' with mounding, landscaping, or a combination thereof

f) Parking Requirements

i. Parking spaces shall be a minimum of nine feet in width and 18 feet in length.

ii. A minimum of one parking space shall be provided for every 300 square feet of building area. Deviations may be granted to this requirement as part of the Development Plan.

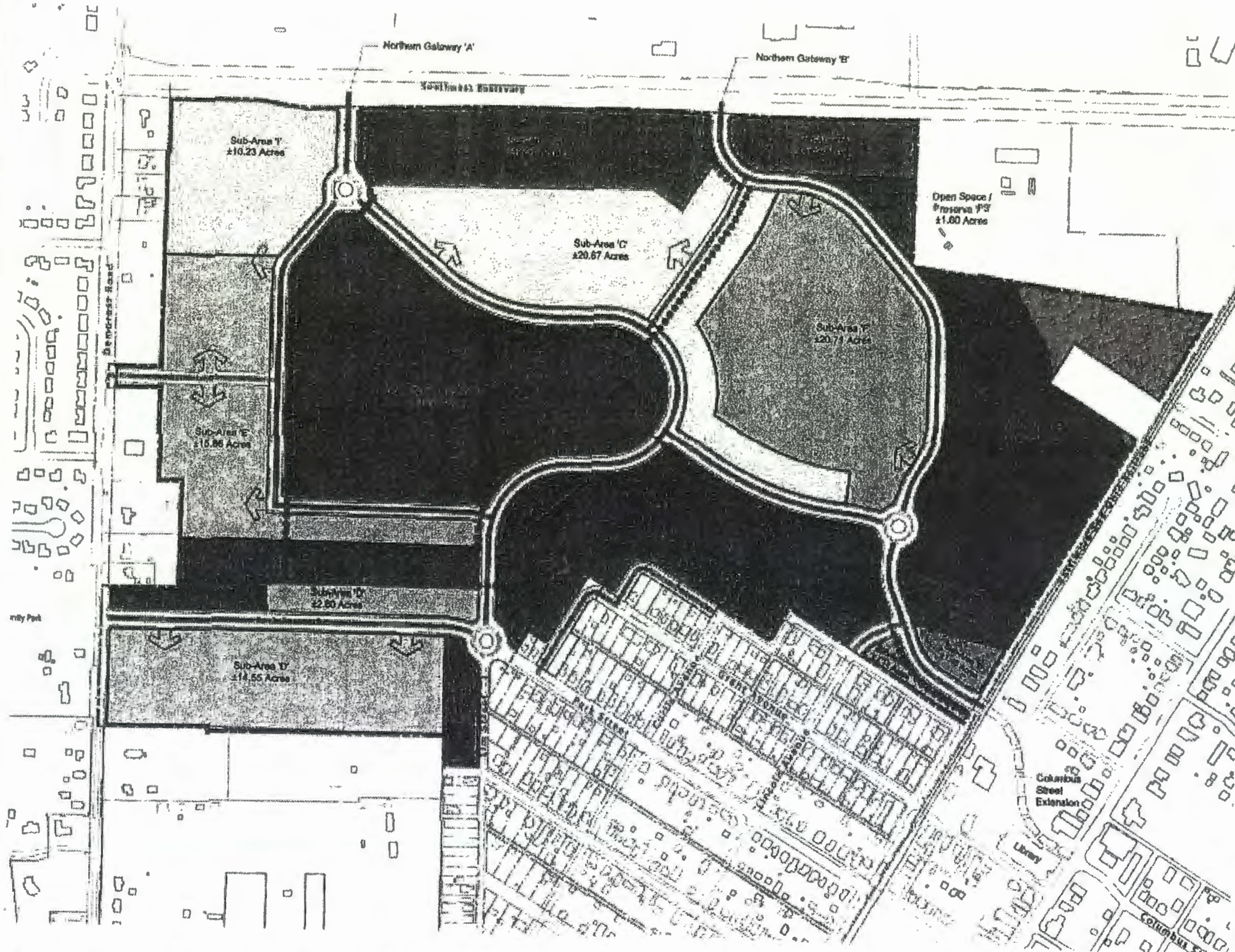
iii. A maximum of one parking space shall be provided for every 75 square feet of building area. Deviations may be granted to this requirement as part of the Development Plan.

g) Screening

i. Landscape screening shall be installed adjacent to residential properties. Screening shall be in the form of a continuous 80% landscape hedge, fence, wall, earthen mound, or a combination thereof.

ii. Service courts, waste and refuse areas, and ground and roof-mounted mechanical and electrical equipment shall be screened from view from all public streets and adjacent residential uses in their entirety by mounding, landscaping, and/or walls. Screening shall be at least six inches taller than the height of any containers or equipment that may be in these areas, and shall have the same or complementary material as the building exterior.

iii. All roof-mounted service/mechanical equipment shall be fully screened on all four sides, with a height to exceed the installed equipment by raising the parapet around the top of the building. Screening design and material shall be architecturally compatible with the remainder of the building.



SITE DATA:

Total Site Area			± 212.70 Acres
Commercial Land			± 16.83 Acres
Sub-Area	Total Area	Maximum Density	Maximum Square Feet
'A'	± 14.32 Ac.	12,000 s.f. / Acre	171,800 s.f.
'B'	± 2.59 Ac.	10,000 s.f. / Acre	25,800 s.f.
Gross Residential Land			± 195.87 Acres
Sub-Area	Total Area	Maximum Density	Total Units Permitted
'C'	± 20.67 Ac.	5.0 du/acre	103 du
'D'	± 17.35 Ac.	5.5 du/acre	95 du
'E'	± 15.86 Ac.	5.5 du/acre	87 du
'F'	± 20.71 Ac.	6.0 du/acre	124 du
'G'	± 10.29 Ac.	15.0 du/acre	154 du
'H'	± 24.08 Ac.	17.25 du/acre	415 du
		Total Residential Units	978 du
Sub-Area			
'I'	± 10.23 Ac.	175 Assisted / Independent Living beds	

Total Open Space Shown ± 58.54 Acres
- Community Park: ± 31.77 Acres
- Stream & Buffer: ± 22.47 Acres
- Wooded Preserve: ± 4.30 Acres

Project Gross Density ± 4.60 du/acre

STREET TYPOLOGY:

- NORTH GATEWAY (A&B)
- BOULEVARD
- AVENUE TYPE 'A'*
- AVENUE TYPE 'B'
- LOCAL
- ROUNDABOUT
- MULTI-USE PATH

* These roads may have boulevard / traffic calming sections. To be determined with final development plan

Beulah Park - Subarea Plan

City of Grove City, Ohio April 18, 2018

GC Beulah Park Investments, LLC. | G2

EXHIBIT 3

Subarea Plan

(attached hereto)

SITE DATA:

Total Site Area			**± 212.70 Acres**
Commercial Land			**± 16.83 Acres**
Sub-Area	Total Area	Maximum Density	Maximum Square Feet
'A'	± 14.32 Ac.	12,000 s.f. / Acre	171,800 s.f.
'B'	± 2.59 Ac.	10,000 s.f. / Acre	25,800 s.f.
Gross Residential Land			**± 195.87 Acres**
Sub-Area	Total Area	Maximum Density	Total Units Permitted
'C'	± 20.67 Ac.	5.0 du/acre	103 du
'D'	± 17.35 Ac.	5.5 du/acre	95 du
'E'	± 15.86 Ac.	5.5 du/acre	87 du
'F'	± 20.71 Ac.	6.0 du/acre	124 du
'G'	± 10.29 Ac.	15.0 du/acre	154 du
'H'	± 24.08 Ac.	17.25 du/acre	415 du
		Total Residential Units	**978 du**
Sub-Area			
'I'	± 10.23 Ac.	175 Assisted / Independent Living beds	

Total Open Space Shown		± 58.54 Acres
- Community Park:	± 31.77 Acres	
- Stream & Buffer:	± 22.47 Acres	
- Wooded Preserve:	± 4.30 Acres	
Project Gross Density		± 4.60 du/acre

STREET TYPOLOGY:

NORTH GATEWAY (A&B)

BOULEVARD

AVENUE TYPE 'A'*

AVENUE TYPE 'B'

LOCAL

ROUNDABOUT

MULTI-USE PATH

* These roads may have boulevard / traffic calming sections. To be determined with final development plan

Beulah Park - Subarea Plan

City of Grove City, Ohio April 18, 2018

0 200 600

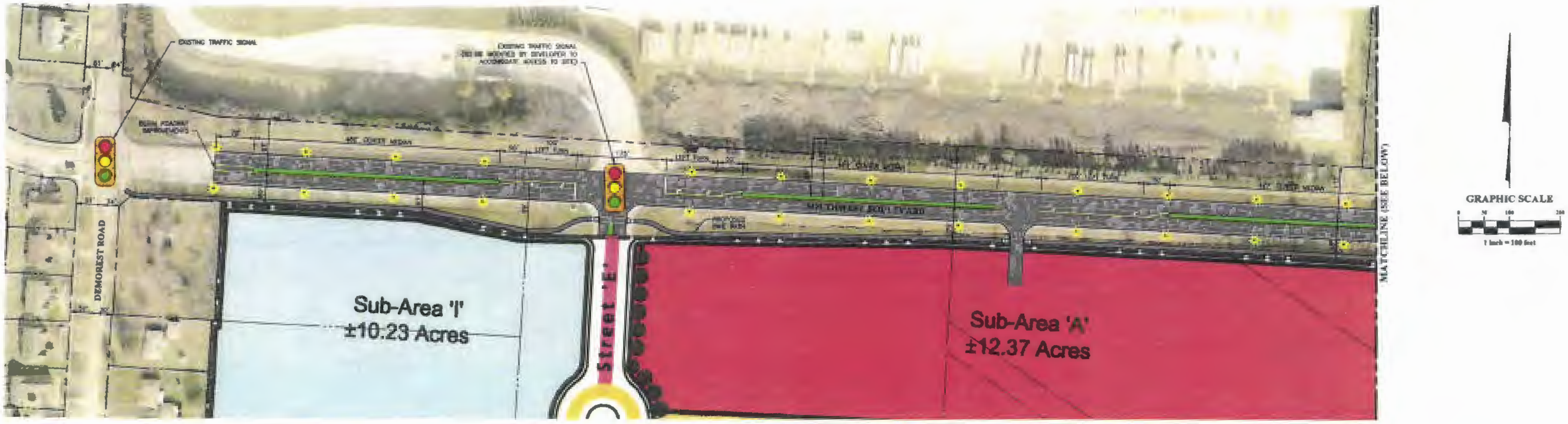
GC Beulah Park Investments, LLC.

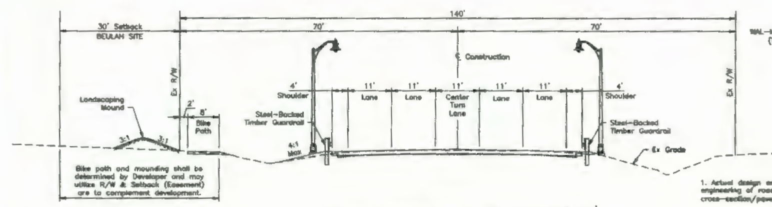
G2

EXHIBIT 4

Southwest Boulevard Plan

(attached hereto)

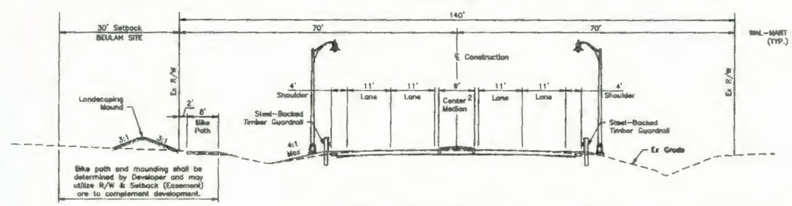




TYPICAL ROADWAY SECTION - CENTER TURN LANE[1]
(LOOKING WEST)

1. Actual design and cross-section will be finalized based on detailed engineering of roadway. Reference GC1684 for information on existing cross-section/pavement.

2. Center median shall be landscaped and/or include aesthetics which compliment corridor.



TYPICAL ROADWAY SECTION - CENTER MEDIAN[1]
(LOOKING WEST)

CITY OF GROVE CITY, OHIO
EXHIBIT
FOR
SOUTHWEST BOULEVARD & BEULAH PARK
EXHBIT 2
SOUTHWEST BOULEVARD IMPROVEMENTS

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
emht.com

DATE:	December 19, 2018
SCALE:	1" = 100'
JOB NO.:	20181275
SHEET:	1 of 1

EXHIBIT 5

Infrastructure Agreement

(attached hereto)

INFRASTRUCTURE AGREEMENT

(Beulah Park Redevelopment Project)

THIS INFRASTRUCTURE AGREEMENT (the "Agreement") is made and entered into this ____day of ______, 2019 (the "Effective Date"), by and between the CITY OF GROVE CITY, OHIO (the "City"), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the "State") and its City Charter, and TOWNSEND CONSTRUCTION COMPANY, an Ohio corporation (the "Developer" and together with the City, the "Parties") under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals are being used therein as defined in Article I).

RECITALS:

WHEREAS, the Developer is the owner of certain real property in the City as described on **EXHIBIT A** and intends to cause the construction of mixed-use improvements on that property consisting of approximately 389 apartment units, 110 ranch-style condominiums, 70 townhome-style condominiums, 266 single family homes and an assisted and independent living facility as described in the Development Agreement dated __________, 2019, by and between the City and the Developer (the "Development Agreement"); and

WHEREAS, the Parties have determined that the Public Improvements more specifically described on **EXHIBIT B**, and the costs of which are approximately as described on **EXHIBIT B**, need to be designed and constructed to facilitate that development and the Parties have determined and agree that such Public Improvements directly benefit the Property; and

WHEREAS, the City and the Developer are entering into this Agreement to provide generally for the development and financing of the Public Improvements; and

WHEREAS, the City has determined that it would be in the best interests of the City to contract with the Developer to provide for the design and construction of the Public Improvements in the manner described herein; and

WHEREAS, City Council passed Ordinance No. ______-19 on __________, 2019, authorizing the execution and delivery of this Agreement;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and to induce the Developer to proceed with the design and construction of the Public Improvements, the Parties agree to the foregoing as follows:

ARTICLE I

DEFINITIONS

Section 1.1. **Use of Defined Terms**. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 have the meanings set forth in Section 1.2 unless the context or use clearly indicates another meaning or intent.

Section 1.2. **Definitions**. As used herein:

"***Agreement***" means this Infrastructure Agreement (Beulah Park Redevelopment Project) by and between the City and the Developer and dated as of the Effective Date.

"***Authorized City Representative***" means initially the City Administrator of the City. The City may from time to time provide a written certificate to Developer signed on behalf of the City by the City Administrator or another authorized officer designating one or more additional authorized city representatives who have the same authority, duties and powers as the initial Authorized City Representative.

"***Authorized Developer Representative***" means initially _______________. The Developer may from time to time provide a written certificate to the City signed on behalf of the Developer by an authorized officer of the Developer designating an alternate or alternates or a substitute who has the same authority, duties and powers as the initial Authorized Developer Representative.

"***City***" means the City of Grove City, Ohio, an Ohio municipal corporation.

"***City Project Fund***" means the fund or account held by the City into which the City has deposited the proceeds of the GO Bonds (as defined in the Development Agreement).

"***Change Order***" means such instrument executed and delivered pursuant to Section 4.6.

"***Completion Certificate***" has the meaning set forth in Section 4.3(a).

"***Construction Documents***" means this Agreement, the design and construction contracts to be entered into by the Developer pursuant to Section 4.3 and the Drawings and Specifications, the budget for the Public Improvements, as such documents may be revised or supplemented from time to time with the approval of the Authorized City Representative and the Authorized Developer Representative. The Parties anticipate that the Public Improvements will be constructed in phases as further defined in the Construction Documents, and the Construction Documents will be completed sequentially for each phase.

"***Cost Certificate***" means a certificate in substantially the form attached as **EXHIBIT D** submitted by the Developer in order to evidence the actual Cost of the Work.

"***Cost of the Work***" means the actual costs of the design and construction of the Public Improvements, current estimates of which are reflected in **EXHIBIT B**. As way of illustration and not limitation, Costs of the Work may include but are not limited to construction labor and material costs, related permit and inspection fees, design and engineering fees, site preparation costs, legal fees related to the review of project construction documents, costs of issuance of all financing bonds including legal fees, any and all "costs of permanent improvements" specified in Ohio Revised Code Section 133.15(B) and other costs necessary and appurtenant thereto, all as further described in the approved Construction Documents.

"***County***" means the County of Franklin, Ohio.

"***Developer***" means Townsend Construction Company, an Ohio corporation.

"***Drawings and Specifications***" has the meaning set forth in Section 5.1, which Drawings and Specifications contain the detailed construction plans and specifications for the Public Improvements.

"***Effective Date***" means the date as defined in the preambles of this Agreement.

"***Engineer***" means the City Engineer, or any architectural or engineering firm licensed to perform architectural and engineering services within the State of Ohio and appointed by the City.

"***Engineer's Completion Certificate***" has the meaning set forth in Section 4.3(b).

"***Event of Default***" means any default in or breach of this Agreement after the expiration of any applicable cure period as further described under Section 7.1.

"***Force Majeure***" means any event that is not within the control of a party or its affiliates, employees, contractors, subcontractors or material suppliers that delays performance of any obligation under this Agreement including, but not limited to, the following acts: acts of God; fires; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies or terrorism; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or orders or restraints of any kind of the government of the United States or of the State (and in the case of a Force Majeure claim by the Developer, the City) or any departments, agencies, political subdivisions or officials that are not in response to a violation of law or regulations. However, the inability of Developer to obtain financing for its obligations hereunder is excluded from being a Force Majeure event.

"***GO Bonds***" means $5,000,000 of tax-exempt general obligation bonds issued by the City of Grove City to fund certain Public Improvement costs as described in Section 6.2(b).

"*Notice Address*" means:

as to City: City of Grove City, Ohio
4035 Broadway
Grove City, Ohio 43123
Attention: City Administrator

as to Developer: Townsend Construction Company
250 East Broad Street, Suite 1100
Columbus, Ohio 43215

"***Off-Site Infrastructure***" means the Off-Site Infrastructure described in Section II.A.(1)(b) (i), (ii) and (iii) of the Development Agreement, as further described and depicted on **EXHIBIT B** and which will be more specifically described in the Construction Documents.

"***On-Site Infrastructure***" means the On-Site Infrastructure as defined in the Development Agreement, as further described and depicted on **EXHIBIT B** and which will be more specifically described in the Construction Documents.

"***Phase***" means each portion of the Public Improvements as identified as a Phase by the Developer to the Authorized City Representative in writing.

"***Port Bond Project Fund***" means one or more the project funds held by a trustee or disbursing agent into which the net proceeds of the CFCFA Bond Fund Bonds, the Other Port Authority Bonds and any Additional Bonds are deposited.

"***Property***" means that certain real property described on **EXHIBIT A**.

"***Project Fund***" means (i) the City Project Fund and (ii) the Port Bond Project Fund.

"***Public Improvement Property***" means the real property on which the Public Improvements are situated as shown in the Construction Documents.

"***Public Improvements***" means collectively, the On-Site Infrastructure and the Off-Site Infrastructure. Any reference to Public Improvements as set forth in this Infrastructure Agreement excludes the Columbus Street Extension or improvement to Demorest Road between Southwest Boulevard and the subject Property.

"***State***" means the State of Ohio.

"***Work***" means the construction of the Public Improvements in accordance with this Agreement.

Section 1.3. **Interpretation**. Any reference in this Agreement to City or to any officers of City includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code includes such section, provision or chapter as modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter is applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "*hereof*", "*hereby*", "*herein*", "*hereto*", "*hereunder*" and similar terms refer to this Agreement; and the term "*hereafter*" means after, and the term "*heretofore*" means before, the date of this Agreement. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise. References to articles, sections, subsections, clauses, exhibits or appendices in this Agreement, unless otherwise indicated, are references to articles, sections, subsections, clauses, exhibits or appendices of this Agreement.

The parties hereto acknowledge and agree that this Agreement is the product of an extensive and thorough, arm's length negotiation and that each party has been given the opportunity to independently review the Agreement with legal counsel, and that each party has the requisite experience and sophistication to negotiate, understand, interpret and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement may not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction must be utilized.

Section 1.4. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Agreement.

Section 1.5. Conflicts between this Agreement and other Construction Documents. Where there is a conflict between the Development Agreement, this Agreement and the other Construction Documents, the conflict will be resolved by providing the better quality or greater quantity and compliance with the more stringent requirement. If an item is shown on the Drawings and Specifications but not specified, Developer will provide the item of the same quality as similar items specified, as determined by the Engineer. If an item is specified but not shown on the Drawings and Specifications, it will be located as directed by the Engineer.

(END OF ARTICLE I)

ARTICLE II

GENERAL AGREEMENT AND TERM

Section 2.1. **General Agreement Among Parties**. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements among the Parties, the Parties will cooperate in the manner described herein to facilitate the design and construction of the Public Improvements.

Section 2.2. **Term of Agreement**. This Agreement is effective as of the Effective Date and continues, unless sooner terminated in accordance with the provisions set forth herein, until the later of the date that (a) all Public Improvements have been completed pursuant to the terms of this Agreement and (b) the guaranty and warranty period described in Section 5.10 has expired for all of the Public Improvements. Notwithstanding the foregoing, the City is not obligated to pay or reimburse any Cost of the Work from GO Bonds on or after the date that is three years after the issuance date of the GO Bonds unless otherwise agreed by the Authorized City Representative. Any amount in the City Project Fund that is not used within 3 years of the issuance date of the GO Bonds will be used to pay debt service on the GO Bonds and the City will not be required to provide further funds for disbursement from the City Project Fund.

Section 2.3. **No Agency Relationship**. The City and Developer each acknowledge and agree that in fulfilling its obligations under this Agreement Developer acts as an independent contractor of the City and not as an agent of the City.

(END OF ARTICLE II)

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE PARTIES

Section 3.1. **Representations and Covenants of City**. City represents and covenants that:

(a) It is a municipal corporation duly organized and validly existing under the Constitution and applicable laws of the State and its Charter.

(b) To the City's knowledge, it is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to City which would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of City, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to City, including its Charter, and do not and will not conflict with or result in a default under any agreement or instrument to which City is a party or by which it is bound.

(d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by City and all steps necessary to be taken by City have been taken to constitute this Agreement as, and the covenants and agreements of City contemplated herein are, valid and binding obligations of City, enforceable in accordance with their terms.

(e) To the City's knowledge, there is no litigation pending or threatened against or by City wherein an unfavorable ruling or decision would materially and adversely affect City's ability, to carry out its obligations under this Agreement.

(f) It will do all reasonable things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

(g) City Council has adopted all legislation anticipated to be necessary to issue the GO Bonds.

For purposes of this Section 3.1, the term "knowledge" means the actual knowledge of the City Administrator, without further investigation, as of the Effective Date.

Section 3.2. **Representations and Covenants of Developer**. The Developer hereby represents and warrants as of the date of delivery of this Agreement that:

(a) It (i) is a corporation organized, validly existing and in good standing under the laws of Ohio, and (ii) has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as now being conducted and as presently proposed to be conducted.

(b) It has the authority and power to execute and deliver this Agreement, perform its obligations hereunder and construct the Public Improvements, and it has duly executed and delivered this Agreement.

(c) The execution and delivery by it of this Agreement and the compliance by it with all of the provisions hereof (i) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its articles of organization or operating agreement, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (ii) have been duly authorized by all necessary action on its part.

(d) To its knowledge, there are no actions, suits, proceedings, inquiries or investigations pending or threatened against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Agreement or the construction of the Public Improvements, or if successful would materially impair its ability to perform its obligations under this Agreement or to construct the Public Improvements.

(e) It is in compliance with State campaign financing laws contained in Chapter 3517 of the Ohio Revised Code and is not subject to an unresolved finding for recovery issued by the auditor of state as described in Ohio Revised Code Section 9.24.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor entity.

(END OF ARTICLE III)

ARTICLE IV

DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS

Section 4.1. **General Considerations**. In consideration of the Developer's promise to construct each Phase of the Public Improvements for which a Notice of Commencement is filed as provided in Section 5.8, the City agrees to review Cost Certificates and, upon approval of such Cost Certificates, authorize disbursements from the Project Fund to reimburse or otherwise pay the Developer for the Cost of the Work in accordance with Section 6.2 and any other applicable provisions of this Agreement and accept the completed Public Improvements in accordance with and subject to the provisions of Section 4.4. The Developer acknowledges that all costs associated with the Public Improvements shall be its sole obligation and that the City has no obligation to complete design and construction of the Public Improvements, nor, except as provided in Section 6.2, any obligation to pay costs of designing and constructing the Public Improvements.

Section 4.2. **Design and Construction of the Public Improvements**. Developer will cause the design and construction all of the Public Improvements in accordance with the Development Agreement, this Agreement and the other Construction Documents. The Public Improvements must be designed and built in a manner that is consistent with the requirements of all applicable zoning and building regulations. Developer will complete each Phase of the Public Improvements as soon as reasonably possible following the submission of the first Cost Certificate for such Phase.

Developer will supervise, perform and direct the design of the Public Improvements and the Work utilizing qualified personnel, and in accordance with the standards of care normally exercised by construction organizations performing similar work. Developer is solely responsible for and has control over construction means, methods, techniques, sequences and procedures for coordinating all portions of the Work.

The Developer will enter into a design contract and a general construction contract for each Phase of the Public Improvements in its own name and not in the name of the City. The Developer will submit the names of the general contractor and all major subcontractors to the City. The Developer will provide copies of all design and construction contracts signed by Developer related to the Public Improvements to the City. All contracts shall include the completed and executed contract addendum in the form attached hereto as **EXHIBIT E**, and no Cost Certificate shall be paid with respect to any such construction contract until the Developer has provided to the City a copy fully executed contract, including the completed and executed contract addendum.

Section 4.3. **Completion of the Public Improvements**. Each Phase of the Public Improvements will be deemed completed upon fulfillment of the following conditions:

(a) Receipt of written notice (the "*Completion Certificate*") from the Authorized Developer Representative that the Phase is complete and ready for final acceptance by the City, which notice must (i) generally describe all property acquired or installed as part of the Phase; (ii) state the Cost of the Work for the Phase, and (iii) state and constitute the Developer's representation that the construction of the Phase has been completed substantially in accordance with the Construction Documents, all costs then due and payable in connection therewith have been paid, there are no attested account claims under Revised Code Section 1311.25 et seq. ("Attested Account Claims") or liens under Revised Code Section 1311.04 et seq. ("Liens") for the Phase, and all obligations, costs and expenses in connection with the Phase have been paid or discharged.

(b) Receipt from the Engineer of a final Certificate of Completion (the "*Engineer's Completion Certificate*") stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, that the Phase has been satisfactorily completed in accordance with the terms and conditions of the Construction Documents, including all punch list items, that the construction of the Phase has been accomplished in a manner that conforms to all then applicable governmental laws, rules and regulations; and that the Phase has been approved by the relevant public authorities.

Section 4.4. Acceptance of the Public Improvements. The City has no obligation to accept a Phase of the Public Improvements until:

(a) the Phase is satisfactorily completed in accordance with the Construction Documents, as evidenced by the Engineer's Completion Certificate and properly dedicated as public rights-of-way or easements to the City;

(b) the City receives the Completion Certificate, the Engineer's Completion Certificate, copies of the approval letters issued by relevant public authorities as referenced in Section 4.3 herein, and all documents and instruments to be delivered to the City pursuant to the Construction Documents;

(c) the City has received evidence reasonably satisfactory to it that all liens on the Phase on the real property interests thereof, including, but not limited to, tax liens then due and payable, the lien of any mortgage, and any Attested Account Claims or Liens, have been released, or, with respect to Attested Account Claims or Liens, security therefor has been provided pursuant to Section 5.8; and

(d) the Developer has provided the City "as constructed record drawings" consisting of reproducible record drawings showing significant changes in the Public Improvements made during construction and containing such annotations as may be necessary for someone unfamiliar with the Phase to understand the changes that were made to the original Construction Documents.

The above conditions do not alleviate the Developer from City inspections of the Public Improvements during construction. An estimated schedule shall be provided and inspection of the Work shall be coordinated with the City at least seventy-two (72) hours in advance.

The City agrees to accept a Phase and the rights-of-way and easements allocable thereto upon satisfaction of the conditions listed in (a) though (d) of this Section. The City acceptance of the Phase does not relieve the Developer of its responsibility for defects in material or workmanship as set forth in Section 5.10, nor any future obligations that may be imposed on the Developer in connection with the development of property abutting or near the Phase of the Public Improvements.

Section 4.5. Extensions of Time. If the Developer or the City is delayed in the commencement or progress of its obligations hereunder by a breach by the other Party of its obligations hereunder, or by Force Majeure, and other schedule extensions as Developer may be entitled to under this Agreement or other agreements between the parties, then the time for performance under this Agreement by the Party so delayed will be extended for such time as is commercially reasonable under the circumstances.

Section 4.6. Changes in the Work. After the approval of the Construction Documents for each phase of the Public Improvements, and without invalidating this Agreement, the Authorized Developer Representative, the Authorized City Representative and the Engineer by written agreement (a "Change Order") may agree to changes in the Work. Changes in the Work will be performed under applicable provisions of this Agreement and the Construction Documents, unless otherwise provided in the Change Order.

(END OF ARTICLE IV)

ARTICLE V

FURTHER PROVISIONS RELATING TO THE DESIGN AND CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS

Section 5.1. **Construction Documents**. The Developer shall cause to be prepared the working drawings, plans and specifications that are necessary to be prepared in connection with the Work for each phase and submit them for approval pursuant to the applicable regulation of the City (collectively, the "Drawings and Specifications"). The Drawings and Specifications shall be instruments of service through which the Work to be executed is described. The City is hereby granted a perpetual, non-exclusive and irrevocable license in the Drawings and Specifications and related documents and shall be permitted to retain copies, including electronic files and reproducible copies, of the Drawings and Specifications and related documents for information and reference in connection with the City's use and occupancy of the Public Improvements and for no other purpose. The City's license to use the Drawings and Specifications and related documents for its use and occupancy shall include, but not be limited to, the right to provide the Drawings and Specifications and related documents to another design professional for information and reference in preparing new Drawings and Specifications for subsequent improvements, additions or alterations only to the Public Improvements; provided, however, that the initial design professional assumes no liability for any changes to the Drawings and Specifications made by any other design professional. The Developer shall obtain similar non-exclusive licenses consistent with this Section 5.1 from the Developer's consultants for the use of the Drawings and Specifications and related documents. Submission or distribution of the Drawings and Specifications and related documents to meet official regulatory requirements or for similar purposes in connection with the Public Improvements is not to be construed as publication in derogation of the reserved rights of the Developer and the Developer's consultants.

Section 5.2. **Prevailing Wage**. The City designates the City Tax Administrator or his/her designee as the prevailing wage coordinator for the Public Improvements (the "Prevailing Wage Coordinator"). Developer acknowledges and agrees that the Public Improvements are subject to the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code and all wages paid to laborers and mechanics employed on the Public Improvements must be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Improvements in Franklin County, Ohio, which wages must be determined in accordance with the requirements of that Chapter 4115. Developer must comply, and Developer must require compliance by all contractors and must require all contractors to require compliance by all subcontractors working on the Public Improvements, with all applicable requirements of that Chapter 4115, including any necessary posting requirements. Developer (and all contractors and subcontractors thereof) must cooperate with the Prevailing Wage Coordinator and respond to all reasonable requests by the Prevailing Wage Coordinator when the Prevailing Wage Coordinator is determining compliance by Developer (and all contractors and subcontractors thereof) with the applicable requirements of that Chapter 4115.

The Prevailing Wage Coordinator will notify Developer of the prevailing wage rates for the Public Improvements. The Prevailing Wage Coordinator will notify Developer of any change in prevailing wage rates within seven working days of receiving notice of such change from the

Director of the Ohio Department of Commerce. Developer must immediately upon such notification (a) ensure that all contractors and subcontractors receive notification of any change in prevailing wage rates as required by that Chapter 4115; (b) make the necessary adjustment in the prevailing wage rates and pay any wage increase as required by that Chapter 4115; and (c) ensure that all contractors and subcontractors make the same necessary adjustments. In the event City notifies Developer of a change in prevailing wage rates, the Cost of the Work shall be revised by letter agreement between Authorized Developer Representative, the Prevailing Wage Coordinator, and Contractor to account for such change.

Developer or its contractor must, prior to beginning construction of any phase of the Public Improvements, notify the Prevailing Wage Coordinator of the commencement of Work on the Public Improvements, supply to the Prevailing Wage Coordinator the schedule of the dates during the life of this Agreement on which Developer (or any contractors or subcontractor thereof) is required to pay wages to employees. Developer (and each contractor or subcontractor thereof) must also deliver to the Prevailing Wage Coordinator a certified copy of its payroll relating to laborers performing the Work within two weeks after the initial pay date, and supplemental reports for each month thereafter exhibiting for each employee paid any wages, the employee's name, current address, social security number, number of hours worked during each day of the pay periods covered and the total for each week, the employee's hourly rate of pay, the employee's job classification, fringe payments and deductions from the employee's wages; provided, however, that Developer must submit such payroll reports weekly if construction of the Public Improvements lasts less than four months. The certification of each payroll must be executed by Developer (or Public Improvements contractor, subcontractor, or duly appointed agent thereof, if applicable) and recite that the payroll is correct and complete and that the wage rates shown are not less than those required by this Agreement and Chapter 4115 of the Ohio Revised Code.

Developer must provide to the Prevailing Wage Coordinator a list of names, addresses and telephone numbers for any contractors or subcontractors performing any Work on the Public Improvements as soon as they are available, and the name and address of the bonding/surety company and the statutory agent (if applicable) for those Public Improvements contractors or subcontractors. Developer may not contract with any contractor or subcontractor listed with the Ohio Secretary of State for violations of Chapter 4115 of the Ohio Revised Code pursuant to Section 4115.133 of the Ohio Revised Code.

In connection with any Cost Certificate, the Developer (and any contractor or subcontractor thereof) must submit to the Prevailing Wage Coordinator the affidavit required by Section 4115.07 of the Ohio Revised Code for the Work to which that Cost Certificate relates.

Section 5.3. **Traffic Control Requirements**. Developer is responsible for ensuring the provision, through contractors or otherwise, of all traffic control devices, flaggers and police officers required to properly and safely maintain traffic during the construction of the Public Improvements. All traffic control devices must be furnished, erected, maintained and removed in accordance with the Ohio Department of Transportation's "Ohio Manual of Uniform Traffic Control Devices" related to construction operations and other applicable City requirements. The

Developer must also submit to City for review and approval by City a plan for construction ingress and egress and maintain construction traffic in accordance with that plan.

Section 5.4. **Non-Discriminatory Hiring Policy**. The Developer agrees to comply with, and will only hire contractors who agree to comply with, the City's nondiscriminatory hiring policy adopted pursuant to Section 5709.832 of the Ohio Revised Code to ensure that recipients of tax exemptions practice nondiscriminatory hiring in their operations. In furtherance of that policy, the Developer agrees that it will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry. This Section does not require compliance with Federal Executive Order No. 11-246.

Section 5.5. **Insurance Requirements.**

(a) The Developer will, at all times prior to the City's acceptance of all of the Public Improvements, maintain or cause to be maintained the insurance coverage for the Public Improvements as follows:

(i) comprehensive general liability insurance, including auto, for property damage and personal injury or death, with limits of liability of at least $2,000,000 per occurrence and with a deductible not in excess of $10,000, which may be provided by umbrella or excess liability policies, and worker's compensation insurance (including employer's liability insurance), for all employees, contractors or other agents of the City, if any, as well as the Developer and Developer's contractors involved in the construction of the Public Improvements, in such amounts as are established by law; and

(ii) all risk (including builder's risk) property insurance in the amount of the full replacement cost of the Public Improvements, exclusive of land (and all other property insured thereby if such policy applied to property other than the Public Improvements), with a deductible not in excess of $10,000 in the aggregate.

(b) All insurance policies must name the City and the Developer as primary or additional insureds. The additional insured coverage provided is primary, notwithstanding other insurance covering the City or the Developer. All property insurance policies must name the City as loss payee. All policies must, unless otherwise agreed by the City in writing, be issued by carriers with a Best's Insurance Reports policyholder's rating, to the extent commercially reasonable, of "A-" or better and a financial size category of "IX" or better. Upon request of the City, the Developer must deliver or cause to be delivered to the City certificates of insurance for all required policies. If commercially available, all policies must contain provisions for thirty days' written notice to the City and Developer, as applicable, prior to expiration or cancellation. Each insurer under any policy must waive any defenses the insurer may have to payment as a consequence of acts or omissions of any party.

(c) Every insurance policy carried pursuant to this Section will contain provisions, if they can be so written, denying to the insurer subrogation rights against the City or Developer to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each party waives any rights of recovery against the other party for any direct damage or consequential loss covered by any such policy to the extent the party is protected by insurance, whether or not such damage or loss is caused by any acts or omissions of the other party.

(d) Neither the City nor the Developer will be liable by way of subrogation or otherwise to the other party or to anyone claiming through the other party or to any insurance company, insuring the other party for any business interruption or for any loss or damage to the Public Improvements or other tangible property, or injury to or death of persons, occurring on or about the Public Improvement Property, or in any manner arising out of the use or occupation of the Public Improvements, including the use or occupation of the Public Improvements by City or Developer, or City's or Developer's agents, employees, representatives, visitors or guests, even though such business interruption, loss, damage, injury or death may be occasioned by the negligence of such party or its agents or employees, to the extent that such business interruption, loss, damage, injury or death is covered by a fire and extended coverage insurance policy, by a contents insurance policy or by a sprinkler leakage or water damage policy, or to the extent of recovery under any other insurance carried covering such business interruption, loss, damage, injury or death. If available, each insurance policy carried by the Developer or the City will contain a clause to the effect that the foregoing waiver will not affect the right of the insured party to recover under such policy.

(e) If damage or destruction to the Public Improvements results in a claim being filed against the insurance policies described in division (a) of this Section, and in order to facilitate the repair of the Public Improvements, the net proceeds paid with respect to the Public Improvements will be deposited into the City Project Fund and disbursed to repair the Public Improvements as fully as possible to the extent of those net proceeds.

If the Developer fails to procure any of the insurance coverage required by this Section, and such failure continues following written notice thereof to the Developer from the City and a reasonable opportunity to cure, the Developer acknowledges and agrees that the City may obtain such coverage with such insurers as the City chooses, and in such event, the Developer will promptly reimburse the City for the reasonable out-of-pocket cost of any such insurance.

Section 5.6. **City Income Tax Withholdings**. Developer will withhold and pay, will require all contractors to withhold and pay, and will require all contractors to require all subcontractors to withhold and pay, all City income taxes due or payable with respect to wages, salaries, commissions and any other income subject to the provisions of the City Code.

Section 5.7. **Compliance with Occupational Health and Safety Act of 1970**. Developer and all contractors and subcontractors are solely responsible for their respective compliance with the Occupational Safety and Health Act of 1970 under this Agreement.

Section 5.8. **Provision of Security for Attested Account Claims**. To the extent any subcontractor, material supplier or laborer asserts and Attested Account Claim against the Public Improvements, the City shall proceed as is required by Revised Code Section 1311.25 et seq. which may include detaining funds that are due and payable to Developer until a sufficient amount has been detained to cover the Attested Account Claim until such time that the Attested Account Claim is released or discharged. Prior to authorizing any contractor to commence work on the Off-Site Infrastructure, the Developer shall request a "Notice of Commencement" for such Public

Improvements from the City, who shall provide a copy to the Developer and make it available as required under Revised Code Section 1311.252. Prior to authorizing any contractor to commence work on the On-Site Infrastructure, the Developer shall sign and record in the office of the Franklin County Recorder a "Notice of Commencement" for such Public Improvements from the City, who shall provide a copy to the City and make it available as required under Revised Code Section 1311.04. The Developer shall provide a copy of each Notice of Commencement to its subcontractors and any known lower tier subcontractors, and the Developer shall further require its subcontractors to provide a copy of the notice to any of the lower tier subcontractors. The Developer shall also post a copy of each Notice of Commencement in a conspicuous location at the project site.

Section 5.9. **Security for Performance**. The Developer will furnish prior to commencement of construction of each Phase of the Off-Site Infrastructure a performance and payment bond from the general contractor for the Phase in an amount not less than the Cost of the Work for such Phase that names the City as obligee in the form provided by Section 153.57 of the Ohio Revised Code.

The Developer will furnish prior to submitting a Cost Certificate for any Phase of the On-Site Infrastructure a maintenance bond equal to ten percent of the Cost of the Work of the Phase and that is approved by the Authorized City Representative.

In the event of an increase in the Cost of the Work, the Developer shall proportionately increase the amount of its bond. If notice of any change affecting this Agreement is required by a provision of a bond, giving the notice shall be the Developer's responsibility.

Any bond must be executed by sureties that are licensed to conduct business in the State as evidenced by a Certificate of Compliance issued by the Ohio Department of Insurance. All bonds signed by an agent must be accompanied by a power of attorney of the agent signing for the surety. If the surety of any bond so furnished by a contractor declares bankruptcy, become insolvent or its right to do business is terminated in Ohio, the Developer, within five (5) days thereafter, will substitute another bond and surety or cause the contractor to substitute another bond and surety, both of which is acceptable to the City and the Developer.

Section 5.10. **Further Developer Guaranties Relating to the Public Improvements**. The Developer guarantees that it will cause to be exercised in the performance of the Work the standard of care normally exercised by well-qualified engineering and construction organizations engaged in performing comparable services in central Ohio. The Developer further warrants that the Work and any materials and equipment incorporated into the Work will be free from defects, including defects in the workmanship or materials (without regard to the standard of care exercised in its performance) for a period of one (1) year (two (2) years for storm sewer improvements dedicated to the City) after written conditional acceptance of the Work by City. The guarantee provided in this Section is in addition to, and not in limitation of, any other guarantee, warranty or remedy provided by law, a manufacturer or the Construction Documents. The Developer shall require in all construction contracts for the Public Improvements to provide that the City is a beneficiary of any guarantees provided by the Contractor and entitled to enforce those guarantees.

If defective Work becomes apparent within the warranty or guarantee period, the City will promptly notify the Developer in writing and provide a copy of said notice to the Engineer. Within ten (10) days of receipt of said notice, the Developer will visit the site of the Work in the company of one or more representatives of the City to determine the extent of the defective Work. The Developer will, within a reasonable time frame, repair or replace (or cause to be repaired or replaced) the defective Work, including all adjacent Work damaged as a result of such defective Work or as a result of remedying the defective Work. If the defective Work is considered by the City to be an emergency, the City may require the Developer to visit the site of the Work within one day of receipt of said notice. The Developer is fully responsible for the cost of temporary materials, facilities, utilities or equipment required during the repair or replacement of the defective Work.

If the Developer does not repair or replace defective Work within a reasonable time frame, the City may repair or replace such defective Work and charge the cost thereof to the Developer or the Developer's surety. Work that is repaired or replaced by the Developer is subject to inspection and acceptance by the Engineer and City and must be guaranteed by the Developer for one (1) year from the date of acceptance of the corrective work by the City.

Section 5.11. Developer Representations as to Personal Property Taxes; Sales Taxes. Developer represents that at the time of the execution of this Agreement, it is not charged with any delinquent personal property taxes on the general tax list of personal property of the County. Further, Developer will require all contractors to execute an affidavit in the form **EXHIBIT C** (which is attached hereto and incorporated herein by reference), a copy of which certificate must be delivered to the Authorized City Representative prior to the commencement of any work by that contractor or subcontractor. The Parties intend that building and construction materials incorporated into the Public Improvements be exempt from state and local sales taxes. The City will cooperate with the Developer to provide sales tax exemption certificates to contractors in order to exempt those materials.

Section 5.12. Indemnity.

(a) General Indemnity.

(i) The Developer releases the City and each council member, officer, official and employee thereof (collectively, the "Indemnified Parties" and each an "Indemnified Party") from, agrees that the Indemnified Parties are not liable for, and indemnifies each Indemnified Party against, all liabilities, obligations, damages, costs and expenses (including without limitation, reasonable attorneys' fees and losses and costs described in division (b) of this Section) asserted against, imposed upon or incurred by an Indemnified Party (collectively, the "Liabilities" and each a "Liability"), other than any Excluded Liability as hereinafter defined, arising or allegedly arising out of, or resulting from the Developer's or its agents, contractors, employees or representatives performance of its obligations under this Agreement or any work with respect to the Public Improvements performed by it or its agents, contractors, subcontractors, employees or representatives.

"Excluded Liability" means each Liability to the extent it is attributable to (i) the gross negligence or willful misconduct of any Indemnified Party, (ii) the failure of the City to comply with any of its obligations under this Agreement, or (iii) the failure of any Indemnified Party that is a third party beneficiary of this Section to perform any obligation required to be performed by the Indemnified Party under this Section as a condition to being indemnified hereunder. Excluded Liabilities include, without limitation, any Liabilities settled without the consent of the Developer and any Liability to the extent that the Developer's ability to defend that Liability is prejudiced materially by the failure of an Indemnified Party to give timely written notice to the Developer of the assertion of that Liability.

(ii) Upon notice of the assertion of any Liability, the Indemnified Party must give prompt written notice of the same to the Developer.

(iii) Upon receipt of written notice of the assertion of a Liability, the Developer has the duty to assume, and must assume, the defense thereof, with full power and authority to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party has the right to approve any obligations imposed upon it by compromise or settlement of any Liability or in which it otherwise has a material interest, which approval may not be unreasonably withheld.

(iv) At its own expense, an Indemnified Party may employ separate counsel and participate in the defense of any Liability; *provided, however*, if it is ethically inappropriate for one firm to represent the interests of the Developer and the Indemnified Party, the Developer must pay the reasonable legal expenses of the Indemnified Party in connection with its retention of separate counsel; provided, however, that the Developer is not required to pay those legal expenses if the City Attorney provides written approval of the law firm retained by the Developer to defend the Liability. The Developer must request any such approval by written instrument delivered to the City Attorney and the Authorized City Representative. The Developer is not liable for any settlement of any Liability effected without its written consent, but if settled with the written consent of the Developer, or if there is a final judgment for the plaintiff in an action, the Developer agrees to indemnify and hold harmless the Indemnified Party except only to the extent of any Excluded Liability.

(b) Environmental Indemnity. The Developer agrees to indemnify and hold the City harmless from and against all losses including, without limitation, investigative and remediation costs, incurred by the City as a result of the existence on, disposal or release on, to or from, the Public Improvement Property of Hazardous Materials or violations of Environmental Laws; provided, that the Developer is not required to indemnify the City to the extent the losses arise out of any gross negligence or willful misconduct of the City or any officer, employee or agent of the City. The Developer further agrees that neither the Developer, nor any of their independent contractors, invitees, licensees, successors, assignees or tenants will store, release or dispose of, or permit the storage, release or disposal of any Hazardous Materials at the Public Improvement Property at any time other than in accordance with Environmental Laws, and that it will perform its obligations under this Agreement and any other agreement among the Developer, City and any other parties thereto in compliance with Environmental Laws. If the Developer receives a notification or clean up requirement under Environmental Law, the Developer will promptly notify the City of such receipt, together with a written statement of the Developer setting forth the details thereof and any action with respect thereto taken or proposed to be taken, to the extent of the Developer's knowledge. On receipt by the Developer of any such notification or clean up requirement, the Developer will either proceed with appropriate diligence to comply with such notification or clean up requirement or will commence and continue negotiation concerning, or contest the liability of, the Developer or the City with respect to such notification or clean up requirement.

As used in the foregoing paragraph:

"Environmental Laws" means all applicable federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing use, storage, treatment, generation, transportation, processing, handling, management, production, release or disposal of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto, including, without limitation, Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the Emergency Planning and Community Right-to-Know Act, the Hazardous Materials Transportation Act, and their respective state and local counterparts.

"Hazardous Materials" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, pollutants, contaminants or related or similar materials which are regulated by or identified in any Environmental Laws.

(c) The indemnities provided in this Section survive the termination of this Agreement.

(END OF ARTICLE V)

ARTICLE VI

PAYMENT OF COST OF THE WORK

Section 6.1. **Budgets; Deposit of Monies in the Project Fund**. The Developer shall submit a final budget for each Phase of the Public Improvements to the Authorized City Representative for approval (each, a "***Phase Budget***"), which approval shall not be unreasonably withheld. The Developer shall provide such back-up information for each Phase Budget as the Authorized City Representative shall reasonably request. The Developer shall give the City at least 90 days and no more than 120 days written notice that it intends to submit a Cost Certificate requesting a disbursement from the City Project Fund. Thereafter, the City shall issue the GO Bonds. The City is under no obligation to make payments from the City Project Fund until the GO Bonds have been issued. By its execution of this Agreement, the City acknowledges that the Developer has submitted and the City has received such a written notice dated as of the Effective Date.

Section 6.2. **Disbursements from the Project Fund**.

(a) General. The City agrees to authorize disbursement of amounts in the Project Fund, in accordance with the Construction Documents based on Cost Certificates executed by the Authorized Developer Representative substantially in the form set forth on **EXHIBIT E**. No amounts shall be disbursed from the Project Fund with respect to any construction contract until the Developer provides to the City a fully executed copy of that contract, including the completed and executed contract addendum in the form attached as **EXHIBIT E**, as well as proof of the insurance required under Section 5.5, the notice of commencement required under Section 5.8, the bond required under Section 5.9 and the affidavit required under section 5.11. Each Cost Certificate shall include all invoices submitted by the Engineer or its designee for providing the Engineer's Certification for the Cost Certificate. The parties agree that Cost Certificates and payments to the Developer for payments to construction contractors or material suppliers shall be subject to the retainage requirements of five percent (5%) of the amount requested in a Cost Certificate. To the extent consistent with the customary payment process of the City with respect to payment applications from contractors on City public improvement contracts, each Cost Certificate must be accompanied by conditional lien waivers and releases from all subcontractors and suppliers to be paid from the payment resulting from the Cost Certificate, and unconditional lien waivers and releases from all subcontractors and suppliers for which the Developer was required to provide a conditional lien waiver in connection with a prior Cost Certificate. The period covered by each Cost Certificate must be at least one (1) calendar month, ending on the last day of the month. The Developer will deliver payment requests to the City no more often than once each calendar month during the course of construction of the Public Improvements. The City may reasonably object to a Cost Certificate by giving written notice of and specific reasons for the objection(s) and of the amounts subject to the objection(s) within ten (10) business days of receipt. Following receipt of any objection by the City, Developer may provide additional information on a supplemental Cost Certificate form (such being a "Supplemental Cost Certificate") in order to substantiate any objected amounts. The City may object to a Supplemental Cost Certificate by giving written notice of and specific reasons for the objection(s) and of the amounts subject to the objection(s) within five (5) business days of receipt. Objections may be made because of a good faith belief that there is a material defect in Work, the Cost Certificate is not properly completed or the percentage of completion of the Work in question in the Cost Certificate is materially overstated. A Cost Certificate is not payable until the objection is resolved; provided, however, that the City may only withhold from disbursement any expenses specifically objected to in any given Cost Certificate, and all other amounts from such Cost Certificate shall be disbursed pursuant to Section 6.2(b) below. If an objection is not made by the City in the time periods described herein, the City shall fully fund the amounts properly requested to be funded from the City Project Fund in the applicable Cost Certificate or Supplemental Cost Certificate, subject to the retainage requirements described above and the disbursement procedures described in Section 6.2(b) below.

(b) Disbursements. No disbursements from the Project Fund shall be made until the Declaration (as defined in the Development Agreement) is executed by all owners of the Property and properly filed of record as a covenant running with the Property in the office of the Franklin County Recorder and in accordance with the requirements of Ohio Revised Code Section 349.07. Unless the City objects to any such Cost Certificate and until such time as all amounts in the Project Fund have been fully disbursed to the Developer in the form of reimbursements, the City will within thirty (30) days following receipt of the Cost Certificate (forty-five (45) days in case of the final Cost Certificate) (i) pay to the Developer the amounts properly reflected in any Cost Certificate to be paid from the portion of the City Project Fund or (ii) forward the approved Cost Certificate to the trustee or disbursing agent designated by the Developer in the Cost Certificate for payment of the amounts reflected in any Cost Certificate to be paid from the Port Bond Project Fund. Disbursement of any amounts in the Port Bond Project Fund that are not made pursuant to an approved Cost Certificate shall constitute an Event of Default on the part of the Developer hereunder. To the extent that the Developer has not theretofore paid the applicable subcontractor(s) and/or supplier(s) the amount requested in such Cost Certificate, the Developer will promptly pay to the applicable subcontractor(s) and/or supplier(s) the amounts payable to such subcontractor(s) and/or supplier(s).

All disbursements pursuant to this Section to be made from the City Project Fund will be made solely from the money deposited into the City Project Fund and such monies will be the sole source of monies available from the City for payment of the Costs of the Work.

All proceeds of the Subordinated Bonds (as defined in the Development Agreement) must be disbursed prior to any disbursement of amounts in the City Project Fund; provided, however, that the project fund for the Subordinated Bonds may be reimbursed from amounts in the City Project Fund to the extent the Subordinated Bond proceeds were disbursed to pay for Costs of the Work eligible to be funded from the City Project Fund as described in this paragraph. The Developer shall submit such documentation as is reasonably required by the City Finance Director to evidence expenditure of all Subordinated Bond proceeds prior to submitting the first Cost Certificate requesting disbursement from the City Project Fund. Amounts in the City Project Fund shall be disbursed only to pay or reimburse the Developer for Costs of the Work consisting of the Off-Site Infrastructure and the portion of the On-Site Infrastructure consisting of labor and material costs of constructing the public roadways and water and sewer lines constituting a portion of the Public Improvements as further described on **EXHIBIT B.** Amounts in the City Project Fund shall not be disbursed to the extent that such disbursement causes (i) the total amount of GO Bond proceeds disbursed from the City Project Fund to exceed forty percent (40%) of the total proceeds of the

Senior Bonds (as defined in the Development Agreement) disbursed from the Port Bond Project Fund for Costs of the Work through the date of such disbursement or (ii) causes the remaining amount in the City Project Fund to be less than the estimated amount necessary to complete the Off-Site Improvements.

(c) City Payments Limited to Amount in Project Fund. The Developer covenants and agrees that it will be responsible for the Cost of the Work that is not paid from amounts deposited in the Project Fund, and the Developer will not be entitled to any further reimbursement therefor from the City and the City shall have no obligation to reimburse the Developer for that unreimbursed Cost of the Work from any other City monies.

(d) Other Related Provisions. Upon request of the Authorized City Representative, the Finance Director or the Engineer, the Developer will furnish invoices or other documentation in connection with each Cost Certificate. Any Cost Certificate under this Section 6.2 may be in the form of a communication by telegram, e-mail, or facsimile transmission, but if in such form, it must be promptly confirmed by a Cost Certificate executed by an Authorized Developer Representative and approved by the Authorized City Representative that is delivered to the Developer by telegram, e-mail, or facsimile transmission.

In authorizing payment of any Cost Certificate under this Section 6.2, the City is entitled to rely as to the completeness and accuracy of all statements in such Cost Certificate upon the approval of such Cost Certificate by an Authorized Developer Representative, execution thereof, and communication thereof by telegram, e-mail, or facsimile transmission, to be conclusive evidence of such approval, and the Developer will indemnify and save harmless the City from any liability incurred in connection with any Cost Certificate so executed or communicated by an Authorized Developer Representative.

So long as any Event of Default by the Developer continues, the Developer may not submit or cause to be submitted to the City any Cost Certificate pursuant to this Section 6.2 and has no claim upon any money in the Project Fund.

Section 6.3. Final Disbursement for Each Phase. Upon final completion of the Work on each Phase of the Public Improvements and acceptance by the City, the Developer will submit to City a final Cost Certificate for payment of all remaining sums. Retainage shall be disbursed to the Developer along with the final disbursement for the applicable Phase of the Public Improvements. Payment of the final payment is subject to the provisions of this Article VI. The Developer will deliver to City copies of conditional final lien waivers executed by all subcontractors, suppliers or lien claimants along with the final Cost Certificate together with the final payroll report and prevailing wage affidavit required by Section 5.2.

Section 6.4. No City Pledge or Debt. The City's obligation to make payments to the Developer pursuant to this Agreement is not an obligation or pledge of any money raised by taxation and does not represent or constitute a debt or pledge of the faith and credit of the City. Except for the payments from the City Project Fund and in the aggregate amount described in this Agreement and for the reimbursements of Cost of the Work, the Developer will receive no other money from the City in connection with the construction of the Public Improvements.

(END OF ARTICLE VI)

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. **General**. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either Party, such Party will, upon written notice from the other, proceed promptly to cure or remedy such default or breach, and, in any event, within 30 days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within that 30 day period, then the Party will upon written notice from the other commence its actions to cure or remedy the breach within the 30 day period, and proceed diligently thereafter to cure or remedy the breach. In case such action is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the following remedies may be pursued: (i) the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; (ii) the aggrieved Party may terminate this Agreement or suspend its obligations under this Agreement, provided the aggrieved Party must provide 30 days' notice of any termination to the defaulting Party and provided further that the aggrieved Party must rescind the termination notice and not terminate the Agreement if the defaulting Party cures all Events of Default within a reasonable period of time thereafter; and (iii) in addition, if the default or breach is a failure of Developer to achieve completion of the Work on the Off-Site Infrastructure within 12 months of the date the notice of commencement for such Work executed by the City, as such date may be adjusted by Change Order, the City may perform Developer's obligations under this Agreement with respect to the Off-Site Infrastructure and, at the City's option, charge the cost of the same to the Developer or the Developer's surety or pay the costs thereof from the Project Fund prior to making any payments to the Developer or its assignees thereunder.

Section 7.2. **Other Rights and Remedies; No Waiver by Delay**. The Parties each have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of, and its remedies under, this Agreement; provided, that any delay by either Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement does not operate as a waiver of such rights or to deprive it of or limit such right in any way (it being the intent of this provision that neither Party should be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Agreement because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor does any waiver in fact made by either Party with respect to any specific default by the other Party under this Agreement be considered or treated as a waiver of the rights of such Party with respect to any other defaults by the other Party to this Agreement or with respect to the particular default except to the extent specifically waived in writing.

Section 7.3. **Force Majeure**. Notwithstanding anything contained in Sections 7.1 and 7.2 to the contrary and except as otherwise provided herein, no Party will be considered in default in its obligations to be performed hereunder, if delay in the performance of such obligations is due to an event of Force Majeure beyond its control and without its fault or negligence; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations will be extended for the period of the enforced delay; provided, however, that the Party seeking the benefit of the provisions of this Section must, within 14 days after the beginning of such enforced delay, notify the other Party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within 30 days after the end of the delay, notify the other Party in writing of the duration of the delay.

(END OF ARTICLE VII)

ARTICLE VIII

MISCELLANEOUS

Section 8.1. **Notice**. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed received when the return receipt is signed or refused. Any process, pleadings, notice of other papers served upon the Parties must be sent by registered or certified mail at their respective Notice Address, or to such other address or addresses as may be furnished by one Party to the other.

Section 8.2. **Extent of Covenants; No Personal Liability**. All covenants, obligations and agreements of the City contained in this Agreement are effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement is a covenant, obligation or agreement of any present or future officer, agent or employee of the City other than his or her official capacity, and neither the members of the legislative body of City nor any official executing this Agreement are liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City contained in this Agreement.

Section 8.3. **Severability**. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination will not affect any other provision, covenant, obligation or agreement, each of which will be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability will not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement will be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 8.4. **Binding Effect Against Successors and Assigns**. The provisions of this Agreement are binding upon the successors or assigns of the Parties.

Section 8.5. **Recitals**. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

Section 8.6. **Entire Agreement**. This Agreement embodies the entire agreement and understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

Section 8.7. **Executed Counterparts**. This Agreement may be executed in several counterparts, each of which constitutes an original, but all of which together constitute one and the same instrument. Signatures transmitted by facsimile or electronic means are deemed original signatures. It will not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

Section 8.8. **Governing Law**. This Agreement is governed by and construed in accordance with the laws of the State or applicable federal law. All claims, counterclaims, disputes and other matters in question between any of the Parties and their respective agents and employees, arising out of or relating to this Agreement or its breach must be decided in a court of competent jurisdiction within Franklin County, Ohio.

Section 8.9. **Assignment; City Consents**. This Agreement may not be assigned without the prior written consent of the non-assigning Party; provided that the Developer may, without the consent of the City, (i) assign this Agreement to an affiliate or entity under common control with the Developer, and (ii) make a collateral assignment of its rights and obligations under this Agreement to a lender, in each case as long as the assignment provides that the Developer remains liable for all its obligations under this Agreement. The City will cooperate with any reasonable assignment request by a lender and the City Administrator is authorized to execute and deliver reasonable and customary instruments requested by any such lender to evidence the City's acknowledgment or consent to that assignment and the lender's collateral interest in this Agreement. Unless otherwise noted, any consent of the City to be given under this Agreement may be given by the City Administrator and must be given in writing.

Section 8.10. **Survival of Representations and Warranties**. All representations and warranties of the Parties in this Agreement survive the execution and delivery of this Agreement.

(END OF ARTICLE VIII – SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the Parties have caused this Infrastructure Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

CITY OF GROVE CITY, OHIO	TOWNSEND CONSTRUCTION COMPANY
By: ______________________________	By: ______________________________
Charles W. Boso, Jr. City Administrator	[name] [title]

Approved as to form:

____

Signature Date

Stephen J. Smith
City Attorney

FISCAL OFFICER'S CERTIFICATE

The undersigned, Finance Director of The City of Grove City, Ohio under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City during the year 2019 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 Sections 5705.41 and 5705.44 of the Ohio Revised Code.

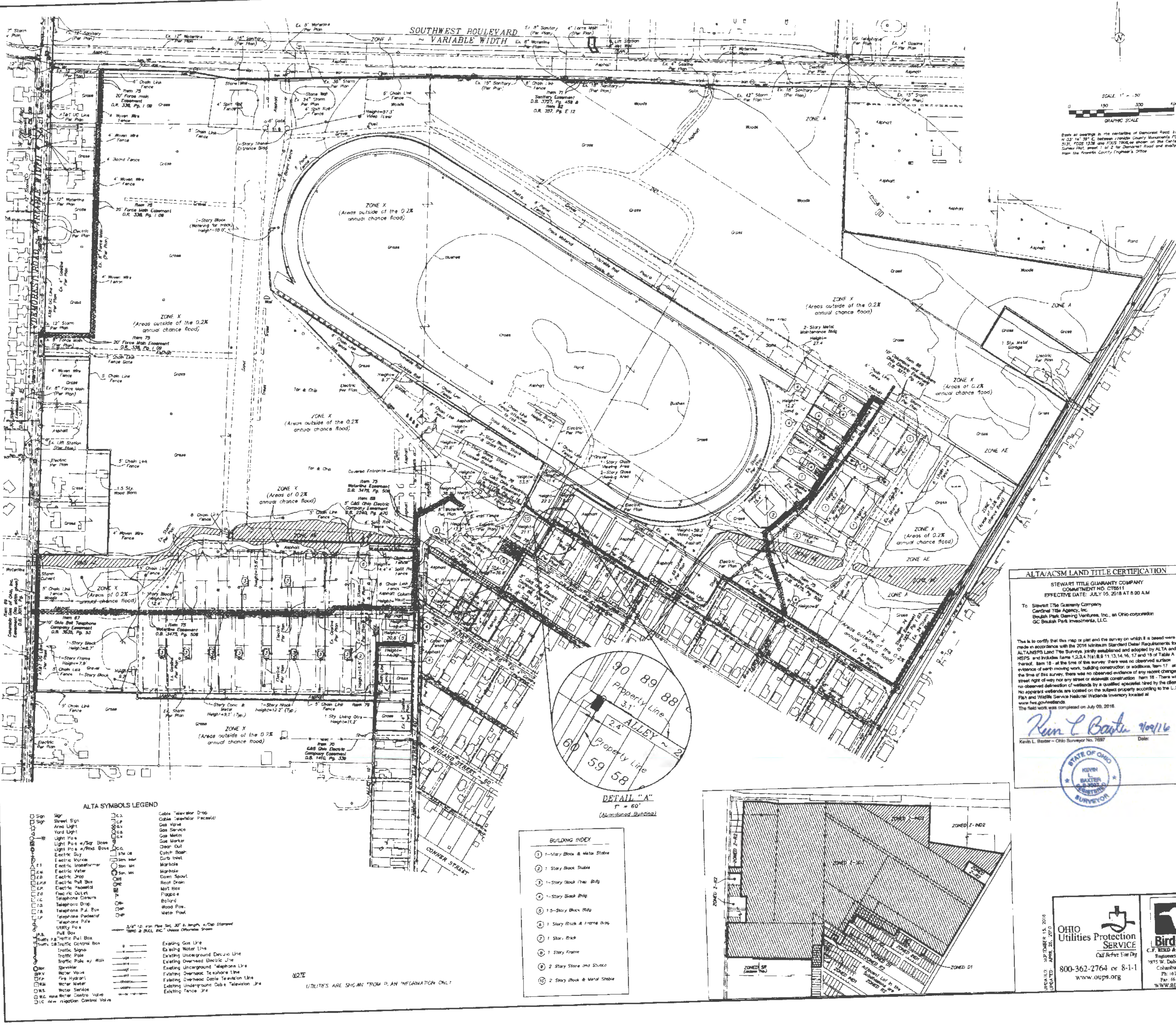
Dated: ___________, 2019

____
Michael Turner, Finance Director
City of Grove City, Ohio

EXHIBIT A

DEPICTION OF THE PROPERTY

[attached]



SCHEDULE "B" ITEMS

TITLE ITEMS:
Item 59 - D.B. 3271, Pg. 149, apply and is as shown.
Item 60 - D.B. 3935, Pg. 63, apply and is as shown.
Item 61 - D.B. 2240, Pg. 470, apply and is as shown.
Item 62 - D.B. 3011, Pg. 1, apply and is as shown.
Item 63 - D.B. 3727, Pg. 458, apply and is as shown.
Item 64 - O.R. 69, Pg. I 13, apply and is as shown.
Item 65 - O.R. 3293, Pg. I 03, apply and is as shown.
Item 66 - D.B. 3475, Pg. 508, and O.R. 538, Pg. I 09 apply and are as shown.
Item 67 - O.R. 11778, Pg. H 16 apply and is as shown.
Item 68 - O.R. 12314, Pg. I 01 is to be an easement 10 feet in width centered on the underground cable and/or pole as installed and applies to P.N. 040-004272 and P.N. 043-000468. Unable to locate.

Item 69 - Vacation Ordinance C-1-67 vacates the westerly terminus of Grant Avenue from the westerly un-named alley west of and adjacent to Lot No. 30 of Grant's Addition to Beulah, but hereby reserve all easement rights for utilities. Vacation Ordinance C-38-63 vacates the unnamed alleys north of Lot No. 29 and west of Lots Nos. 29, 28, 27, 26, 25, 24, 23, 22 and 21 as shown on Smith's Add'n to Beulah, but but hereby reserve all easement rights for utilities.

Item 70 - Vacation Ordinance C-1-67 vacates the westerly terminus of Grant Avenue from the westerly un-named alley west of and adjacent to Lot No. 30 of Grant's Addition to Beulah, but hereby reserve all easement rights for utilities. Vacation Ordinance C-38-63 vacates the unnamed alleys north of Lot No. 29 and west of Lots Nos. 29, 28, 27, 26, 25, 24, 23, 22 and 21 as shown on Smith's Add'n to Beulah, but but hereby reserve all easement rights for utilities.

Item 72 - O.R. 357, Pg. E 12, apply and is as shown.

SURVEYOR'S NOTES

MISCELLANEOUS NOTES:
As used in this certification, to certify means to state a professional opinion of the conditions regarding those facts or findings which are the subject of the certification and does not constitute a guaranty or warranty, either expressed or implied.

Violations of zoning ordinances, restrictions or other rules and regulations are determined and enforced by the zoning and planning boards of the community in which the property is located.

This survey is based on the ALTA survey prepared by this firm in 2008. The property has been abandoned for some time. The grounds are overgrown and all buildings are at various levels of disrepair, stripped of scrap metals, broken windows and graffiti. Utilities to the various buildings are believed to not be on and/or active.

The boundary lines of the subject property are contiguous to the property lines of its adjoiners with no gaps, gores or overlaps and is the same premises surveyed as described in the title commitment, File No. CT6511, as referenced above.

The site has direct access to Park Street, Elm Street, Cleveland Avenue, Southwest Boulevard and Demorest Road, publicly accepted roadways.

There are indications the site has an irrigation system. Extent and location unknown.

This survey drawing is based in part from Franklin County GIS information and actual field locations.

UTILITY NOTE:
The location, type and size of utilities and structures indicated on this survey drawing are a compilation of information furnished by the respective utility companies and topographic data obtained at the time of our field survey. Utilities not marked in the field are labeled "per plan" on the survey and may be shown from an atlas map provided by the respective utility company, and not from an actual construction drawing. Any location of facilities marked by an underground locating service are subject to a tolerance zone as specified by the Common Ground Alliance (CGA) Best Practices guidelines. The utility location tolerance zone is defined as the width of the facility plus 18" horizontally on either side of the outside edge of the underground facility. As such, the utility locations indicated are not necessarily complete or correct, since existing utilities may not exist in the locations shown and other utilities may exist that are not shown.

Electric pedestals, electric transformers, lighting system and telephone closures were found during the field investigation. No field markings or utility drawings were provided to the surveyor depicting underground or overhead facilities that may connect to these services boxes.

ZONING:
Property Contains Multiple Zoning Classifications, including, SD3 (Recreational Facilities), IND2 (Heavy Industrial), R2 (Single-Family Residential) and a Tract Zoned SR (Semi-Residential) in Jackson Township, per City of Grove City Zoning Department and Jackson Township Zoning. Due to the complexity of the property and the multiple zoning districts involved, set backs are not shown. See Zoning Codes for the particular districts for set backs and restrictions.

PARKING: There are asphalt areas designated for public parking, however the condition of the parking areas and fading of the stripping makes it difficult to get an actual count. Also there was grass areas designated for public parking when the facility was operational.

FLOOD INFORMATION:
Property is in Zone X (Areas determined to be outside of the 0.2% annual chance flood), Zone X (Areas of 0.2% annual chance flood), Zone A (Areas inundated by the 1% annual chance flood) and Zone AE (Areas inundated by the 1% annual chance flood with Base Flood Elevations determined) on Flood Insurance Rate Maps, Panels 313 & 314 of 465, Franklin County, Ohio and Incorporated Areas, Map Nos. 39049C0313 K and 39049C0314 K (Effective Dates: June 17, 2008)

ALTA/ACSM LAND TITLE CERTIFICATION

STEWART TITLE GUARANTY COMPANY
COMMITMENT NO. CT6511
EFFECTIVE DATE: JULY 05, 2016 AT 8:00 A.M.

To: Stewart Title Guaranty Company
Cardinal Title Agency, Inc.
Beulah Park Gaming Ventures, Inc., an Ohio corporation
GC Beulah Park Investments, LLC.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1,2,3,4,7(a),8,9,11,13,14,16,17 and 18 of Table A thereof. Item 16 - at the time of this survey there was no observed surface evidence of earth moving work, building construction or additions. Item 17 - at the time of this survey, there was no observed evidence of any recent changes in street right-of-way nor any street or sidewalk construction. Item 18 - There was no observed delineation of wetlands by a qualified specialist hired by the client. No apparent wetlands are located on the subject property according to the U.S. Fish and Wildlife Service National Wetlands Inventory located at www.fws.gov/wetlands.
The field work was completed on July 09, 2016.

Kevin L. Baxter 9/09/16

Kevin L. Baxter ~ Ohio Surveyor No. 7697 Date:

STATE OF OHIO
KEVIN L. BAXTER
S-7697
REGISTERED
SURVEYOR

UPDATED: SEPTEMBER 15, 2016
UPDATED: APRIL 26, 2010

OHIO Utilities Protection SERVICE
Call Before You Dig
800-362-2764 or 8-1-1
www.oups.org

Bird+Bull
C.F. BIRD & R.J. BULL, INC.
Engineers and Surveyors
2875 W. Dublin Granville Road
Columbus, Ohio 43235
Ph: (614) 761-1661
Fax: (614) 761-1328
WWW.BIRDBULL.COM

BEULAH PARK GAMING VENTURES, INC.
INSTR. NO. 201007010082844

ALTA/ACSM LAND TITLE SURVEY
SOUTH OF SOUTHWEST BLVD. &
EAST OF DEMOREST ROAD,
CITY OF GROVE CITY, FRANKLIN CO., OHIO

212.706 AC. IN V.M.S NO. 1388			JOB NO. 09-061 16-075	1/3
SCALE: 1" = 150'				
DWN: KLB	CKD: DGH	SEPTEMBER 09, 2009		

EXHIBIT B

DESCRIPTION OF THE PUBLIC IMPROVEMENTS
AND PRELIMINARY COST ESTIMATES

The Public Infrastructure Improvements consist of any "public infrastructure improvement" defined under ORC 5709.40(A)(7) and that directly benefits the Property, both on-site and off-site, and specifically include, but are not limited to, the following improvements that will directly and indirectly benefit the Property and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC 133.15(B)):

- **Roadways**. Construction, reconstruction, extension, opening, improving, maintaining, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto, including, without limitation, construction of public roads adjacent to the Property, the extension of Columbus Street and Park Street, and improvements to Southwest Boulevard and Demorest Road.

- **Parking**. Construction, reconstruction, improving, and equipping of surface or structured public parking facilities.

- **Water/Sewer**. Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto, including, without limitation, water and sewer lines constructed within rights of way adjacent to the Property.

- **Environmental/Health**. Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Property or the Public Infrastructure Improvements, and the construction of public health facilities.

- **Utilities**. Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in "Roadways" above.

- **Stormwater**. Construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- **Demolition**. Demolition, including demolition of the existing structures on the Property.

- **Parks**. Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto, including, without limitation, the parks to be located on the Property and owned by the City or any new community authority encompassing all or some of the Property.

- **Streetscape/Landscape**. Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in "Roadways" above.

- **Real Estate**. Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research, including acquisition of interests in the Property necessary for redevelopment of the Property.

- **Professional Services**. Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

The estimated cost for both phases of the on-site improvements is approximately $26,000,000.00 and of the off-site improvements is approximately $3,050,000.00 The estimated costs for phase 1 is in the attached proforma and the estimated costs for phase 2 will be $8,000,000.00.

Beulah Park Redevelopment

Schedule II

Phase I Public Improvement Budget and Estimated Monthly Construction Draw Schedule

	BUDGET TOTAL	J
I. Phase I Public Improvement Uses		
Soft Costs		
Developer Fee	$ 450,000	$
Management Fee	300,000	
Architectural, Engineering, & Planning	750,000	
Developer Legal & Financial Advisor Fee	350,000	
CORBF Debt Service Reserve	500,000	
Other Port Debt Service Reserve	400,000	
Total Bond Capitalized Interest	1,406,444	
Subordinate Bond Estimated COI	44,000	
Grove City GO Bond Estimated COI	62,500	
CORBF Estimated COI	202,000	
Other Bond Fund Estimated COI	172,000	
Soft Cost Subtotal	$ 4,636,944	
Hard Costs		
Park Land Acquisition	$ -	$
Park Demolition	500,000	
Entrance Features	450,000	
Park Memorial Gardens	325,000	
Park Bike Path	250,000	
Park Pavilion	-	
Earthwork	2,100,000	
Site Pavement	3,300,000	
Water Distribution	1,400,000	
Storm Sewer	2,500,000	
Sanitary Sewer	1,800,000	
Signage	110,000	
Lighting	700,000	
Contingency	925,000	
Hard Cost Subtotal	$ 14,360,000	
Totals	$ 18,996,944	

Off-site improvements to Southwest Boulevard	$2,900,000.00
Off-site sanitary sewer	150,000.00

EXHIBIT C

PERSONAL PROPERTY TAX AFFIDAVIT
(O.R.C. § 5719.042)

State of Ohio
County of _______________, ss:

__________________________, being first duly sworn, deposes and says that he/she is the
(Name)

_________________ of ____
(Title) (Name and Address of Contractor)

____ (the "Contractor") and as its duly authorized representative, states that effective this _____ day of __________________, 201__, the Contractor:

( ) is charged with delinquent personal property taxes on the general list of personal property as set forth below:

County	Amount (include total amount penalties and interest thereon)
_________ County	$__________________________
_________ County	$__________________________
_________ County	$__________________________

( ) is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.

____
(Affiant)

Sworn to and subscribed before me by the above-named affiant this _____ day of _______________, 201_.

____
(Notary Public)

My commission expires

_________________________, 201__

EXHIBIT D

COST CERTIFICATE

No._____

City of Grove City, Ohio
4035 Broadway
Grove City, Ohio 43123
Attention: City Administrator

[TRUSTEE CONTACT]

[PORT CONTACT]

Subject: Cost Certificate pursuant to Infrastructure Agreement (Beulah Park Redevelopment Project)

Public Improvement Phase: ________________
Amount Requested From City Project Fund: $_____________
Amount Requested From Port Bond Project Fund: $_______________
Amount of Prior Disbursements from Port Bond Project Fund: $___________
Estimated Remaining Amount to Complete Off-Site Improvements: $____________

You are hereby requested to approve the Costs of the applicable Phase of the Public Improvements in accordance with the provisions of the Infrastructure Agreement (Beulah Park Redevelopment Project)(the "Agreement") dated as of _________, 2019, by and between the City and Townsend Construction Company (the "Developer"), in the respective amounts set forth above. All capitalized terms not otherwise defined in this Cost Certificate have the meanings assigned to them in the Agreement.

The undersigned Authorized Developer Representative does hereby certify in compliance with the Agreement that:

(i) I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents of Developer relating to the matters covered by this Cost Certificate.

(ii) The amount and nature of the portion of the Cost of the applicable Phase of the Public Improvements requested to be paid are shown on Schedule A attached hereto.

(iii) The Costs of the applicable Phase of the Public Improvements shown on Schedule A are for obligations properly incurred, is a proper charge against the Project Fund, as a Cost of the applicable Phase of the Public Improvements, has not been the basis of any previous Cost Certificate and was made in accordance with the Construction Documents.

(iv) The Public Improvements to which this Cost Certificate relate have not been materially injured or damaged by fire or other casualty in a manner which, if not repaired or replaced, would materially impair the ability of Developer to meet its obligations under the Agreement.

(v) Developer is in material compliance with all provisions and requirements of the Agreement, including, but not limited to, all prevailing wage requirements (attached hereto as Schedule B are the required prevailing wage affidavits).

(vi) No Event of Default by the Developer exists under the Agreement, and no event which but for the lapse of time or the giving of notice or both would be an Event of Default, has occurred and is continuing.

(vii) Attached hereto as Schedule C are conditional lien waivers from any materialmen, contractors and subcontractors who have provided services or materials to the Public Improvements that are the subject of this Cost Certificate and are unconditional lien waivers from any materialmen, contractors and subcontractors who have provided services or materials to the Public Improvements that are the subject of the prior Cost Certificate.

(viii) The Public Improvements that are the subject of this Cost Certificate have been installed substantially in accordance with the Construction Documents for the Public Improvements, and all materials for which payment is requested have been delivered to and remain at the location where they are to be installed.

(ix) The payment requested hereby does not include any amount which is entitled to be retained under any holdbacks or retainages provided for in any agreement other than the Agreement.

(x) Developer has asserted its entitlement to all available manufacturer's warranties to date for the Public Improvements that are the subject of this Cost Certificate, which warranties have vested in Developer and have been non-exclusively assigned to the City until after the expiration of the warranty period whereupon the assignment shall be deemed exclusive.

(xi) The Developer has provided the bond required by Section 5.9 of the Agreement for the Public Improvements that are the subject of this Cost Certificate.

EXECUTED this _____ day of ___________, 20__.

By:_______________________________________
Authorized Developer Representative

ENGINEER'S CERTIFICATION:

All amounts requested for payment hereunder are for costs incurred for the design or construction of the Phase of Public Improvements identified above

EVANS, MECHWART, HAMBLETON & TILTON

By:_______________________________________
Name:
Title:

EXHIBIT E

FORM OF CONTRACT ADDENDUM

1. Contractor acknowledges and agrees that Townsend Construction Company (the "Developer") is an independent contractor, and not an agent, of the City of Grove City, Ohio (the "City") employed to provide construction services for the Project (as defined below) pursuant to an Infrastructure Agreement (Beulah Park Redevelopment Project) by and between the Developer and the City (the "Infrastructure Agreement").

2. Contractor acknowledges and agrees that the City has no obligation to make payments under this contract unless and to the extent the City is exercising rights of the Developer pursuant to paragraph 15. Upon exercise of such rights, the City shall be obligated to the extent of funds certified as available for payment of this contract from time to time by the City's Finance Director ("Available Funds"). The City is not obligated to use any money or assets other than Available Funds to pay any amount due under this contract. Contractor is not required to perform any obligations that will not be paid or reimbursed to Contractor from Available Funds. ***Without limiting the foregoing, it is expressly understood and agreed that neither the Developer, the Contractor, nor any other person has any right or claim to any payment from, or any claim on any revenues or assets of, the City other than Available Funds, and this contract does not constitute a general debt or a pledge of the general credit of the City, nor gives rise to any pecuniary liability of the City except to the extent of Available Funds.***

3. [Applicable to Off-Site Infrastructure: Contractor acknowledges that all liens for labor and materials provided under this contract are subject to the requirements of Ohio Revised Code Section 1311.25 et seq.][Applicable to On-Site Infrastructure: Contractor acknowledges that all liens for labor and materials provided under this contract are subject to the requirements of Ohio Revised Code Section 1311.04 et seq.] The Contractor acknowledges receipt of the Notice of Commencement for the Project. Contractor will provide, and will require all subcontractors to provide, conditional lien waivers for all labor and materials when submitting requests for payment under this contract.

4. [Applicable only to Off-Site Infrastructure: The Contractor will provide a surety bond naming the City and Developer as payees prior to commencement of work under this contract. The surety bond must be in the form provided by Ohio Revised Code Section 153.57 and must cover all costs of work and materials provided under this contract throughout the term of this contract and the guaranty period described in paragraph 5. The surety bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio with an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category Class of Class VI at the time the bond is underwritten. The bond must also be supported by a power of attorney for the agent signing the surety.]

5. Contractor warrants to the City that: (a) all work under this contract will be performed with the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services; (b) all materials incorporated into that work are of good

quality and new unless otherwise required or permitted by the plans and specifications for the Project approved by the City; (c) all such materials and work are of good and workmanlike quality, free of defects not inherent in the quality required or permitted; (d) all such materials and work will perform all functions for which they are intended; (e) all such materials and work conform to the requirements of the plans and specifications for the Project as approved by the City and this contract in all material respects; (f) all such materials and work will be free from defects (without regard to the standard of care exercised in the performance of the work) for a period of one year after final completion of all work required by this contract. Contractor will, at its sole cost and expense, (g) promptly correct all of the work not in material conformance with the contract and the plans and specifications for the work to be performed under this contract, (ii) correct any defects in materials and workmanship (without regard to the standard of care exercised in the performance of the work) that appear within a period of one (1) year (two (2) years for storm sewer improvements dedicated to the City) after written conditional acceptance of the work performed under this contract by the City; and (iii) replace, repair or restore any parts of the work or any of the materials placed therein that are injured or damaged as a consequence of corrective action taken pursuant hereto. Contractor will remove, in a manner that at all times complies with all applicable laws, including environmental laws, from the Project all portions of the Contractor's work that are defective or nonconforming and that have not been corrected under this paragraph unless removal is waived by the City in writing. If Contractor fails to make or cause to be made corrections required by this paragraph, the City may do so at the sole expense of Contractor and Contractor will pay or reimburse all such amounts on demand with interest at the rate of ten percent per annum from the date of demand. The warranties provided in this paragraph are in addition to, and do not limit, any other guarantee, warranty or remedy provided by law, by a manufacturer, by this contract, each of which other guarantee, warranty or remedy may be enforced by the City as a third party beneficiary of this contract. Contractor further hereby assigns any guarantees or warranties provided to it by any of its subcontractors to the City.

6. The Contractor will indemnify, defend and hold harmless the City and its officials, agents and employees from and against any and all suits, claims damages, losses and expenses, including reasonable attorneys' fees, arising or allegedly arising out of, or resulting from the Contractor's or its agents, subcontractors, employees or representatives performance of its obligations under this contract or any work performed by it or its subcontractors. With respect to the work performed under this contract, and solely to the extent necessary to effect such indemnity, the Contractor hereby expressly and specifically waives the constitutional and statutory immunity from suit and causes of action provided to employers in Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code, as well as any other similar immunity provided for or by any statute, law or constitutional provision of the State of Ohio and of any other applicable state. The Contractor will promptly reimburse the City and its officers, agents and employees for any cost, expense or reasonable attorneys' fees incurred on account of any such suit or claim incurred or in enforcing the terms of this contract against the Contractor.

7. Contractor represents and warrants to the City that it is and will remain in compliance and, upon request, will provide to the City appropriate statements or affidavits stating that it is in

compliance with all legal requirements for contracting with Ohio political subdivisions including, without limitation, all requirements imposed by State of Ohio campaign financing laws contained in Chapter 3517, Ohio Revised Code, any provisions of Sections 2921.42, Ohio Revised Code (unlawful interest in public project), that may be applicable to it, and that it is not aware of any finding for recovery issued against it by the Auditor of the State of Ohio that is "unresolved" under Ohio Revised Code Section 9.24. Contractor shall submit the personal property tax affidavit required by Ohio Revised Code Section 5719.042 and no payments shall be made under this contract until the Contractor has paid any such delinquent taxes and any penalties and interest thereon.

8. Contractor acknowledges that the Developer may be entitled to an Ohio sales and use tax exemption pursuant to Ohio Revised Code Section 5739.02(B) for building and construction materials or services provided under this contract and Contractor will not pay any such Ohio sales or use tax to the extent that exemption is applicable, but only if the Contractor has been provided an appropriate certification (or copy thereof) signed by the City evidencing the availability of that exemption. Contractor will, and will require all subcontractors and vendors to, retain copies of all records required under Ohio Revised Code Section 5739.03 in connection with the sales or use tax exemption for at least five years after completion of the work under this contract and will provide those records to the Tax Commissioner of the State of Ohio upon request.

9. Contractor will comply, and to cause compliance by its subcontractors, with the requirements of Ohio Revised Code Chapter 4115 for the payment of prevailing wages for the work performed pursuant to this contract. Contractor must ensure that all laborers and mechanics employed by Contractor (or by any of its subcontractors) in the performance of such work are paid at the prevailing rates of wages of laborers and mechanics for the class of work called for with respect to that work, which wages must be determined in accordance with the requirements of Ohio Revised Code Chapter 4115; provided that in the case of any work performed by Contractor's or any of its subcontractor's regular bargaining unit employees who are covered under a collective bargaining agreement that was in existence prior to the date of this contract, the rate of pay provided under the applicable collective bargaining agreement may be paid to such employees. Contractor further acknowledges and agrees that performance of such work is the construction of a "public improvement" within the meaning of Ohio Revised Code Section 4115.03, and that as a result, Contractor must, and must cause all of its subcontractors performing any portion of such work to, comply with all applicable requirements of Ohio Revised Code Sections 4115.03 to 4115.16 and other applicable laws related thereto. Upon request from time to time by either the City, Contractor must promptly deliver to the City satisfactory evidence that Contractor and all of its subcontractors have complied with the foregoing requirements. The prevailing wage coordinator will be the City's Contract & Procurement Coordinator. Contractor represents and warrants that neither it nor any of its subcontractors has been or will be included on any list described in Ohio Revised Code Section 4115.133.

10. Notwithstanding any other provision of this contract to the contrary, the City: (a) is not obligated to indemnify any party pursuant to the terms of this contract; and (b) retains all rights of set-off, counterclaim, recoupment and other similar remedies. All payments by the

City for work performed under this contract are expressly conditioned on Contractor's compliance with the requirements of this contract and performance of its obligations under this contract (including this addendum) in all material respects.

11. The Contractor hereby represents and warrants that it practices and will continue to practice nondiscriminatory hiring in its operations and in all solicitations or advertisements for employees placed by it or on its behalf and will require all subcontractors to do the same. As used in this Section, the term "nondiscriminatory hiring" means that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry or any other classification that is now or may become a classification protected by Federal law or the laws of the State of Ohio.

12. Contractor will withhold and pay, will require all of its subcontractors to withhold and pay, all City income taxes due or payable with respect to wages, salaries, commissions and any other income subject to the provisions of the City's Income Tax Code.

13. Contractor and its subcontractors are solely responsible for their respective compliance with the Occupational Safety and Health Act of 1970.

14. All representations and warranties under this addendum and contract are made to the City and the Developer. Any material inaccuracy of any representation at the time it was made and any material failure to fulfill any warranty or obligation hereunder is a breach of this contract by Contractor.

15. The Contractor acknowledges and agrees that upon the occurrence and continuation of an Event of Default by the Developer under the Infrastructure Agreement, the City may exercise any rights of the Developer under this contract and the Contractor will accept such exercise of rights in lieu of exercise of those rights by the Developer.

16. The obligations of the Contractor under this addendum survive the termination of this contract.

17. In case of conflict between the terms of this addendum and the remainder of this contract, the terms of this addendum prevail.

Accepted and Agreed by:

____________________________________, as Contractor

By:____________________________________

Name & Title:______________________________

Name of Contract:___________________________

Name of Project:____________________________________

EXHIBIT 6

Summary of Economic Development Incentives Terms

CRA Exemptions:

Exemption Applications:

The Property is located within a "pre-1994" CRA. The Developer shall prepare and file or cause to be prepared and filed all necessary exemption applications with the City to commence the CRA exemption for each portion of the project, in accordance with the applicable provisions of the Ohio Revised Code. The City shall cooperate with the Developer in obtaining CRA exemptions for the project, and shall timely provide all necessary forms and, subject to receiving properly completed applications, approvals for the CRA exemptions, including the required certification of each CRA exemption application by the City's Housing Officer to the Franklin County Auditor (the "County Auditor").

Scope of CRA Exemptions:

As provided in the Ohio Revised Code and the City's CRA legislation, the CRA exemption shall be 15 years, 100%, and are intended to commence for the calendar year following the year in which the City's CRA Housing Officer certifies the CRA exemption for each improvement to the County Auditor. It is the express intention of the Developer and the City that the CRA exemptions take precedence over any TIF exemption that applies to the same portion of the Property for the term of the CRA exemptions.

NCA:

Establishment of NCA:

The Developer shall establish the NCA through the filing of a petition (the "Petition") with City Council pursuant to Ohio Revised Code Section 349.03. The Developer shall provide to the City a draft of the Petition and shall not submit the Petition to the City prior to the City's review and approval of the form of the Petition. The City agrees that City Council is the "organizational board of commissioners" as defined in Ohio Revised Code Section 349.01(F) and the only "proximate city" with respect to the Petition. As a result, the City shall submit to City Council for its consideration (i) legislation approving the form of the Petition, and (ii) authorizing the necessary notice and hold the required hearings to establish the NCA as provided in Ohio Revised Code Section 349.03. If City Council determines that the NCA would be conducive to the public health, safety, convenience and welfare, and is intended to result in the development of a new community, City Council shall pass legislation declaring the NCA to be organized as a body corporate and politic as provided in Ohio Revised Code Section 349.03.

Declaration of Covenants:

Not later than 30 days after the effective date of the City legislation establishing the NCA, or such later date acceptable to the City, the Developer shall file with the County Recorder a Declaration of Covenants (the "Declaration") that includes, without limitation, the following terms: (i) a requirement that the Board of Directors of the NCA impose a community development charge (the "Charge," as further described below) at the levels indicated below; (ii) language indicating that the Charge is a lien upon the Property, and that the requirement to pay the Charge is a covenant running with the land; (iii) language regarding the payment and collection of the Charge; and (iv) other related terms and provisions. The Developer shall provide to the City a draft of the Declaration and shall not record the Declaration prior to the City's review and approval of the form of the Declaration.

Community Development Charge:

As described in the Financing Term Sheet, the Charge shall be the primary source of repayment on the Senior Bonds and the Subordinated Bonds for years 1 through 15. The Charge will be calculated on an annual basis by a calculation agent (the "Calculation Agent"), hired and paid by the NCA Board of Trustees, in an amount equal to 100% of the real property taxes exempted pursuant to the CRA (subject to reduction as described below), and the Phase I parcels are subject to minimum square foot valuations designed to equal 120% of debt service coverage on the Senior Bonds, as further provided below. The minimum Charge for years 1 through 30 for the Phase I parcels will be calculated on the following basis (subject to reduction as described below, with credit given for each parcel for any TIF service payments in lieu of taxes ("Service Payments") received by the City for that parcel beginning upon the expiration of the CRA exemption for that tax parcel):

Private Development Parcels	Millage Rate	Assigned Vertical Value	Annual Minimum Payment
Apartments (264 units)	91.1607290	$21,513,040	$ 686,401
Ranch Condos (55 units)	75.2403890	$15,675,000	$ 412,788
Assisted Living Facility	91.1607290	$ 8,454,420	$ 269,749
Indp. Living Facility (land value only)	91.1607290	$ 75,000	$ 75,000
Total		**$45,717,460**	**$1,443,937**

In addition, for any year for which the total Charges and TIF Service Payments (defined below) are insufficient to provide 120% debt service coverage on the Senior Bonds, an additional Charge will be levied in an amount necessary to provide such 120% debt service coverage. Notwithstanding the foregoing minimum Charge amounts, the NCA Board may reduce the total amount of the Charge on all parcels to less than 100% of the real property taxes exempted pursuant to the CRA (but not less than 50% of such taxes for apartments and townhome condominiums, 65% of such taxes for assisted living and independent living facilities and 75% of such taxes for ranch condominiums and single family homes) if the total annual Charge collections and Service Payment collections (net of County fees and School District compensation) for any year in which such a reduction occurs will be equal to or greater than 1.2x debt service on all Senior Bonds and, Additional Bonds (as defined below) for the applicable year after such reduction. The NCA Board may choose to levy a different percentage Charge to different parcels of the Property according to use, zoning classification or any other characteristic deemed relevant by the NCA Board (e.g., one percentage for commercial parcels and a different percentage for residential parcels), so long as the aforementioned conditions are met.

In addition to the foregoing Charges, the NCA shall also levy a Charge on each building beginning the year after the expiration of the CRA exemption for that building in the amount necessary to pay for NCA operation (subject to the $55,000 per year cap described below). Additional Charges above the amount necessary for NCA operations are at the sole discretion of the NCA Board.

The Developer and other guarantors reasonably required by the City and CFCFA after credit review shall guaranty payment of the annual minimum Charges for each tax parcel until a certificate of occupancy is issued for the unit(s) to be constructed on that tax parcel.

No later than the last business day of each April and October, the NCA shall transfer the entire Charge balance (less an allowance for NCA operating costs that shall not exceed $55,000 per year without the written approval of the City) to the City. The Charge shall first be applied, pro rata, to the payment of debt service on the Senior Bonds and up to $8 million in aggregate principal amount of additional senior bonds issued to pay for additional public improvements for Phase II of the development as described on Exhibit 8 hereto, or such higher amount or other improvements as approved in writing by the City (the "Additional Bonds"), second to payment of the Subordinated Bonds, withany remainder split evenly between the Developer and the City until the City is reimbursed for its cost of the Columbus Street extension as described in Section II A (2) of the Development Agreement, after which event, any remaining Charges to be paid to the NCA to reimburse the Developer for the costs of the Off-Site Infrastructure plus Three Million Two Hundred Thousand Dollars ($3,200,000) for the Park and for any lawful purpose.

The cooperative agreement to be entered into among the City, the NCA and the CFCFA shall provide that Additional Bonds may not be issued unless the sum of (i) the Charge revenue and Service Payments available for debt service payments in the year immediately prior to the issuance of the Additional Bonds, plus (ii) the amount of additional annual Charge revenue and Service Payments that will be generated from committed development using the minimum valuations set forth in the Declaration, equals or exceeds 1.2x the debt service requirements for all Senior Bonds and Additional Bonds that will be outstanding following the issuance of the Additional Bonds for each year any such bonds will be outstanding, all as verified by a revenue consultant reasonably acceptable to CFCFA and the City (the "Additional Bonds Test").

The Charges will remain in place until all of the bonds are repaid in full, and shall be used in years 16 through 30 (i) to pay debt service on the Senior Bonds and Additional Bonds if the TIF Service Payments generated are insufficient for debt service on the Senior Bonds and Additional

Bonds, (ii) to reimburse the Developer for certain infrastructure and operation and maintenance costs, and (iii) to pay the debt service on any Subordinate Bonds; provided, that any such Charges levied for the purpose described in clauses (ii) or (iii) shall not exceed 7 mills without the consent of the majority of the owners of parcels affected by the Charge in year 16. Any reimbursement obligations owed to the Developer and the Subordinate Bonds shall be redeemable at the option of the NCA beginning no later than year 16 at a price equal to par plus accrued interest.

TIF Exemptions:

Establishment of TIFs:

The City shall establish or has established one or more TIFs encompassing the entirety of the Project pursuant to Ohio Revised Code Section 5709.40(B) or 5709.41. The TIFs shall be established pursuant to one or more ordinances adopted by City Council (the "TIF Ordinances"). The City shall take all necessary actions to establish the TIFs, including the provision of required notice to all property owners, school districts and joint vocational school districts, as required pursuant to Ohio Revised Code Section 5709.40, 5709.41 or 5709.83. The Developer shall reasonably assist the City in taking the necessary actions to establish the TIFs.

Scope of TIF Exemptions:

All TIF exemptions shall be 30 years, 100%, and shall include "non-school" language pursuant to which the affected local school district and, if applicable, any joint vocational school district will receive payments equal to the amount of taxes that each would have received absent the TIF exemption, as provided in Ohio Revised Code Section 5709.40(D)(1) or 5709.41 (the "TIF Exemption"). To the extent allowed by law, all TIFs shall commence on a parcel-by-parcel basis upon development of each parcel, with the intention of maximizing the term and amount of the exemption for each parcel of the Property.

Exemption Applications:

The City shall prepare and file all necessary exemption applications to effectuate the TIF Exemption for each parcel of the Property. The Developer shall cooperate with the City in the preparation and filing of the TIF Exemption applications, including executing consents thereto, and shall execute all necessary documents to allow the City to file the exemption applications. The parties acknowledge that the TIF Exemption shall not commence until the State of Ohio Department of Taxation has issued a final determination with respect to the Development in accordance with Ohio Revised Code Section 5715.27. After the TIF Exemption has been approved, the Developer shall cause notice of the TIF and its obligations under this Agreement to be recorded and prepared in accordance with the provisions of Ohio Revised Code Section 5709.911(C)(1), at the County Recorder of Franklin County, Ohio.

Use of TIF Service Payments:

The TIF Service Payments are expected to be nominal during the 15 years in which CRA exemptions are effective on the Property. In years 16 through 30, TIF Service Payments (net of the above-described County fees and payments to the School District) will serve as the primary source of repayment on the Senior Bonds and any Additional Bonds. In addition, in the event that Service Payments plus Charge revenue available for debt service payments are insufficient to pay all debt service payments due in a year on the Senior Bonds and any Additional Bonds, the NCA will be required to levy an additional Charge in that year as necessary to pay all such debt service on the Senior Bonds and any Additional Bonds. The parties acknowledge that the provisions of Ohio Revised Code Section 5709.91, which specify that the Service Payments shall be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11, including but not limited to, the priority of the lien and the collection of Service Payments, shall apply to the TIF Exemption.

The Service Payments (net of the amounts paid directly to the affected school districts) shall be deposited into the fund established in the TIF Ordinance (the "TIF Fund") and applied annually as follows:

1. First, to make debt service payments on, and pay all fees and expenses attributable to, the Senior Bonds and any Additional Bonds;
2. Second, to the extent that Service Payments remain the TIF Fund after the application of (1) above, 100% of such remaining Service Payments shall be used to reimburse the City up to Six Million Dollars ($6,000,000) for costs incurred by the City for the Columbus Street Extension that have not otherwise been reimbursed to the City from Charges or other sources, ;
3. Third, to the extent that Service Payments remain in the TIF Fund after the application of (1) and (2) above, up to a maximum of $3,200,000 to reimburse the Developer for its costs of acquiring the "Park" as defined in Section II.A(1)(a)(i) that have not otherwise been reimbursed to the Developer from Charges or other sources; and
4. Fourth, the extent that Service Payments remain in the TIF Funds after the application of (1), (2) and (3) above, to the City to be used for any lawful purpose.

The Developer shall not be entitled to any reimbursements, from Service Payments for costs of acquiring the Park until the Park has been conveyed to the City and the Developer submits evidence of its costs of acquiring the Park reasonably acceptable to the Finance Director or a bona fide third party appraisal of the current value of the Park. The intent of the City and the Developer is that the Service Payments and Charge revenue shall be available for payment of debt service on all Senior Bonds pro rata based on the debt service then due on each issue of Senior Bonds. Moreover, the Developer and City agree that (i) the Charges shall be used only to pay debt service on the Senior Bonds, any Additional Bonds and the Subordinate Bonds, for reimbursement of debt service incurred by the City for the Columbus Street Extension Costs, for Developer's Off-Site Infrastructure, for other eligible Developer's reimbursements attributable to the Development, and for NCA operational charges, and (ii) the annual debt service on the Senior Bonds and any Additional Bonds shall be paid in full for that year before Service Payments are used for any other purpose.

Maintenance of Incentives:

Neither the Developer nor the City shall challenge the validity of the CRA, the TIFs or the NCA during their respective terms.

EXHIBIT 7

Description of Phase II Infrastructure Improvements

Phase II anticipated Infrastructure to be constructed within the boundaries of the Property south of the Open Space/Park P1, and may include all or a part of the Infrastructure (i.e., roadways, sidewalks, bike paths, water and sanitary sewer extensions, storm water, street lighting, park and roadway earthwork) within portions of Streets C and F, and the Park Street Extension, the Grant Extension and the Curtis Extension, which are not constructed as part of the Phase I Infrastructure Improvements.

Date: 05/14/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Boso
Sponsor : Mr. Schottke
Emergency: ___ 30 Days: ___
Current Expense: ________

No.: C-24-19
1st Reading: 05/20/19
Public Notice: 05/21/19
2nd Reading: 06/03/19
Passed: ____ Rejected:
Codified: ___ Code No:
Passage Publication:

ORDINANCE C-24-19

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF A NEW RAILROAD CROSSING WITH THE INDIANA & OHIO RAILWAY COMPANY

WHEREAS, on August 18, 2014, Council enacted Resolution CR-42-14 which endorsed the realignment of the Columbus Street and Mill Street at Broadway and the library site; and

WHEREAS, in 2015, this Council authorized the City Administrator to take all necessary actions for the realignment of Columbus Street and Mill Street via Ordinance C-04-15 and funded the project via Ordinance C-28-15; and

WHEREAS, on April 06, 2015, Council enacted Resolution CR-16-15 which approved the preliminary development plan for Beulah Park that included "visual and physical connection of Columbus St. extended through a Town Center Plaza to Beulah Park, along with the extensions of Cleveland Ave, Grant St, and Park St will create a walkable community for future residents, existing residents of the Beulah Subdivision, and for the patrons of Town Center businesses"; and

WHEREAS, on January 1, 2016, Council enacted Resolution CR-01-16 which approved the surveying and engineering for the design of the Columbus Street extension west of Broadway; and

WHEREAS, on December 4, 2017, Council enacted Resolution CR-49-17 which approved a preliminary development plan for the Beulah Park property that included a depiction of an extension of Columbus Street from the Town Center across the railroad tracks to the Beulah Park site; and

WHEREAS, on December 18, 2017, Council enacted Ordinance C-58-17 which approved $6,000,000 in notes to fund the construction of the extension of Columbus Street; and

WHEREAS, on August 20, 2018 this Council approved Resolution CR-34-18 which approved a Development Plan for Phase 1 of the Beulah Park Roadways which includes a roadway network that connects, with this rail road crossing, to the Columbus Street extension; and

WHEREAS, this Agreement provides for the construction and maintenance of a new railroad crossing for the Columbus Street extension; and

WHEREAS, because the Agreement 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 execute a multi-year Agreement for the construction and maintenance of a new railroad crossing with the Indiana & Ohio Railway Company upon the terms and conditions set forth in Exhibit "A".

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

____
Steven R. Robinette, 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-24-19
Exhibit 'A'

Indiana & Ohio Railway Company

CONSTRUCTION AND MAINTENANCE AGREEMENT

RR MILEPOST 108.04
GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

THIS AGREEMENT ("Agreement") made this ___ day of _______, 2017, by and between **Grove City, Ohio**, hereinafter called "**Agency**", and **Indiana & Ohio Railway Company** (IORY), hereinafter called "**Railway**":

WITNESSETH:

WHEREAS, there is a proposed roadway to be operated by **Agency**, and that shall cross property owned or controlled by the Railway; and

WHEREAS, **Agency** wishes to construct a new public road at crossing at **Railway's Milepost 108.04**, to replace the public crossing of Grant Avenue, identified as DOT #151853B, Railway's Milepost 107.94; and

WHEREAS, in the interest of public safety and aiding motor vehicle traffic, the **Agency** is willing to undertake the entire expense for the installation of rail equipment including new gates, lights, a drivable crossing surface, and other ancillary rail equipment at the crossing of **the proposed Columbus Street Crossing at IORY, Railroad Project #16IORY34R.** hereafter called **"Project";** located in Grove City, State of Ohio; and

WHEREAS, attached hereto and hereby made a part hereof as ***Exhibit A*** is a Project Print showing the type, size, and location of the new at-grade crossing railroad equipment; and

WHEREAS, **Railway** is willing to take all necessary, reasonable steps to coordinate and implement the **Project** upon the terms and conditions herein stated and not otherwise; and

WHEREAS, the **Agency** is willing to undertake the entire cost and expense of future maintenance of the proposed roadway adjacent to the project with **Agency** funds; and

WHEREAS, the **Railway** is willing to undertake the entire cost and expense of future maintenance of the railroad warning devices and equipment portion of the **Project** with **Agency** funds; and

WHEREAS, said **Project** shall be constructed in accordance with full plans and full designs which shall be subject to the mutual approval of **Railway** and **Agency**;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

I. Performance of Work

The **Agency** and **Railway** will each perform various items of work as described below:

A. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY EITHER **AGENCY** OR ITS CONTRACTOR AT **AGENCY** EXPENSE.

1. Project Plans & Specifications and Construction
   Except as otherwise herein provided, furnish all plans, engineering, supervision, labor, material, supplies and equipment necessary for construction of the proposed road construction adjacent to the **Project**.

2. Roadway Construction
   Take all necessary, reasonable steps - including funding - for the construction of the adjacent street roadbed to include but not limited to all pavement structure, pavement surface, shoulders, drainage, sidewalks, City utilities, pavement striping, advance pavement markings, erosion control, tree cutting, mowing, and advance warning signs. The Agency will also be responsible for constructing the entire sub-surface and surface including that within the limits of the Railway's right-of-way to the **Agency's** standards.

3. Utility Construction
   Bear responsibility for the reconstruction, if applicable, of the existing utility lines over the track, or under, which are a direct result of the **Project**. All overhead utility crossings that stay above the tracks will be raised in accordance with **Railway** requirements and specifications. **Agency** shall be responsible to properly permit and obtain **Railway** written approval of all utility crossings.

4. Maintenance of Traffic
   Bear responsibility for all traffic detours, maintenance of traffic, and all other roadway modifications, permanent or temporary, necessary for **Railway** to complete crossing warning device installations, in addition to doing the same for the adjacent street.

5. Schedule & Notification
   Provide project construction schedule and notify **Railway** fifteen days (15) days prior to date **Railway** is to provide flagging services.

   The **Agency** will begin construction of the street elements of the **Project** after this Agreement is fully executed, and the **Railway** has been notified 60 days in advance with a construction schedule,

   Then, the **Railway** will install the rail equipment and crossing surface to serve new crossing. The **Agency** shall issue a Notice to Proceed to the **Railway** under this Agreement.

   Lastly, the **Agency** will install the roadway transition and other minor street elements to complete the work for the project at the Crossing after the **Railway** places the crossing panels and tracks at crossing, and the existing Grant Avenue Crossing will be removed entirely.

   The entire rail and street construction at the Crossing is mutually desired to be complete by the end of 2018.

B. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY THE **RAILWAY** AT **AGENCY** EXPENSE.

1. Engineering and Bill Preparation
Perform preliminary and special engineering review and inspection, including field and office work and preparation of bills for the **Project.**

2. Construction of Crossing Surface & Rail Equipment at Crossing
The **Railway**, at the **Agency's** expense, will install track circuitry, gates, and related ancillary crossing safety equipment at the Columbus Street crossing site in accordance with the attached drawing attached as ***Exhibit A***.

The **Railway**, at the **Agency's** expense, will remove and dress the existing crossing surface at Grant Avenue. The **Railway**, at the **Agency's** expense, will install approx. 67.5 feet of new crossing panel and any other related crossing equipment in accordance with the attached drawing attached as ***Exhibit A***. For the **Project,** the work will commence following the release of a Notice to Proceed from the **Agency**.

3. Flagging
The **Railway** will schedule and perform flagging and furnish requested services and devices during construction operations of the **Agency** or its contractor, as deemed necessary by the **Railway**. Any flagging cost or protective services performed by the **Railway** or its contractor shall be at the **Agency**'s expense.

C. COSTS AND PAYMENTS.

Installation costs for the **Project** are estimated to be $273,480 as shown on the attached ***Exhibit B*** and incorporated herein. The **Agency** hereby agrees to pay the **Railway** the project cost defined in this section. The **Railway** will provide a final invoice ninety (90) days after the end of **Project** construction/installation. The **Agency** will have up to sixty (60) days to pay **Project** invoices. If a contractor is used, the **Agency** will pay, or cause to have paid, the **Agency** contractor for work on Crossing.

II. Construction Plans and Specifications

The **Agency** or its contractors shall perform its work in accordance with detailed plans and specifications which shall be prepared by the **Agency** or its contractors and submitted to **Railway** Manager of Public Projects for approval of those sections that are applicable to **Railway**'s right-of-way, facility, or operations of the **Railway**. No work pursuant to said plans and specifications shall be performed on the right-of-way of the **Railway** prior to receipt **of notices to proceed given by the Railway Manager of Public Projects** or authorized representative to the **Agency** engineer or their respective authorized representatives. Nothing provided in this Agreement with respect to said plans and specifications shall be construed or deemed to be ratification or an adoption by the **Railway** of either or both said plans as its own.

III. Traffic Protection, Safety and Flagging

All work herein provided for, to be done by the **Agency** or its contractors on the **Railway**'s right-of-way, to be performed by the **Agency** or its contractors shall be performed at such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the **Railway**. The **Agency** or its contractors shall enter into a "Right-of-Entry Agreement" with the **Railway** prior to the first entry onto **Railway**'s right-of-way. The **Agency** or **Agency's** contractor shall reimburse the **Railway** for all actual costs related to flagging per *Section I.B.3.* in this Agreement. The **Railway** will submit bills for flagging and other protective services and devices during the progress of the work contemplated by this Agreement.

Wherever the safeguarding of trains or traffic of the **Railway** is mentioned in this Agreement, it is intended to cover and include all users of the **Railway**'s tracks having permission for such use.

IV. Conditions, Restrictions, and Limitations

All the aforementioned rights are granted subject to the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions contained in this Agreement, including, without limitation, those set forth in ***Exhibit C*** attached hereto and by this reference incorporated herein; the **Agency**, in the exercise of the rights and in the conduct of the **Project,** shall and will do, keep, observe and perform each and all of the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions.

The Agency shall insure that its contractor(s) obtain and provide to **Railway** evidence that such contractor(s) have procured the insurance coverage described in ***Exhibit C***, hereto attached, covering their work on **Railway**'s property covering this project.

V. Compliance with United States Federal Regulations

The current provisions of 23 CFR (Code of Federal Regulations) parts 646, subpart B and 23 CFR parts 140, subpart I, shall apply to the work to be done under this Agreement, and said memorandum is hereby incorporated in and made a part of this Agreement by reference.

If the **Railway** enters into a contract or agreement with a contractor to perform any of the work, which the **Railway** is required to perform under the terms of this Agreement, the **Railway**, for itself, its assigns and successors in interest, agrees that it will not unlawfully discriminate in its choice of contractors.

VI. Signatory Warranty

Each signatory to this Agreement certifies that he has the authority to enter into this Agreement on behalf of his respective organization.

VII. Term, Ownership, and Maintenance Responsibilities

The term of this Agreement commences on the date on the top of page one hereof and shall continue for a period not to exceed the earlier of the 12 months from the date construction commences within the **Railway's** Right-of-Way or completion of the construction of the Project as determined by the **Railway**. The **Agency**'s and the **Railway**'s obligations under Section 1(A)(5) and in the following paragraphs of this Provision shall survive the term of this Agreement.

Upon completion of the crossing, the **Agency**, at the **Agency**'s expense, will be responsible for the maintenance of the highway roadbed outside of the railway ties and the roadway up to the edge of the railroad crossing surface to include but not limited to all pavement structure, pavement surface, shoulders, drainage, sidewalks, pavement striping, advance pavement markings, erosion control, tree cutting, mowing, and advance warning signs.

Upon completion of the crossing, the **Railway**, at the **Railway's** expense, will be responsible for the maintenance of the crossing surface, trackbed and rail components, plus the highway roadbed, for the width of the rail ties within the crossing area.

Upon completion of the crossing, the **Railway**, at the **Railway's** expense, will be responsible for the maintenance of the crossing warning devices, equipment and all associated components of the **Railway** warning system.

VIII. Assignment

Neither party has the right to assign this Agreement without the consent of the other. Notwithstanding the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto, their successors, and assigns.

IX. Construction

The **Agency** shall complete all construction within one (1) year of the execution date of this Agreement, or as outlined in Section 1.A. 5. herein. If construction has not commenced within one (1) year, this Agreement becomes null and void. If construction has commenced and is not complete, the **Agency** shall provide the **Railway** a time line for the completion of the construction. The **Railway** will review the time line and determine if amendments to the terms of this Agreement or supplemental agreements are required prior to the completion of construction.

X. General Provisions

SOLE BENEFIT. This Agreement is intended for the sole benefit of the parties hereto. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation, or other entity, other than the parties hereto and their respective officers, agents, employees, parent corporation, subsidiaries, affiliates, successors, and permitted assigns, any right or benefit pursuant to any provision or term of this Agreement, and all provisions and terms of this Agreement are and will be for the sole and exclusive benefit of the parties to this Agreement.

WAIVER. Any waiver at any time by one Party of a breach hereof by the other Party will extend only to the particular breach so waived and will not impair or affect the existence of any provision, condition, obligation, or requirement of this Agreement or the right of either party hereto thereafter to avail itself of any rights under this Agreement with respect to a subsequent breach. No provision of this Agreement shall be waived by any act or knowledge of the parties hereto, but only by a written instrument signed by the party waiving a right hereunder.

SEVERABILITY. If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

MERGER. This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto, written or oral.

AMENDMENT. No provision of this Agreement shall be modified without the written concurrence of the parties hereto.

HEADINGS. The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

CONSTRUCTION OF TERMS. The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

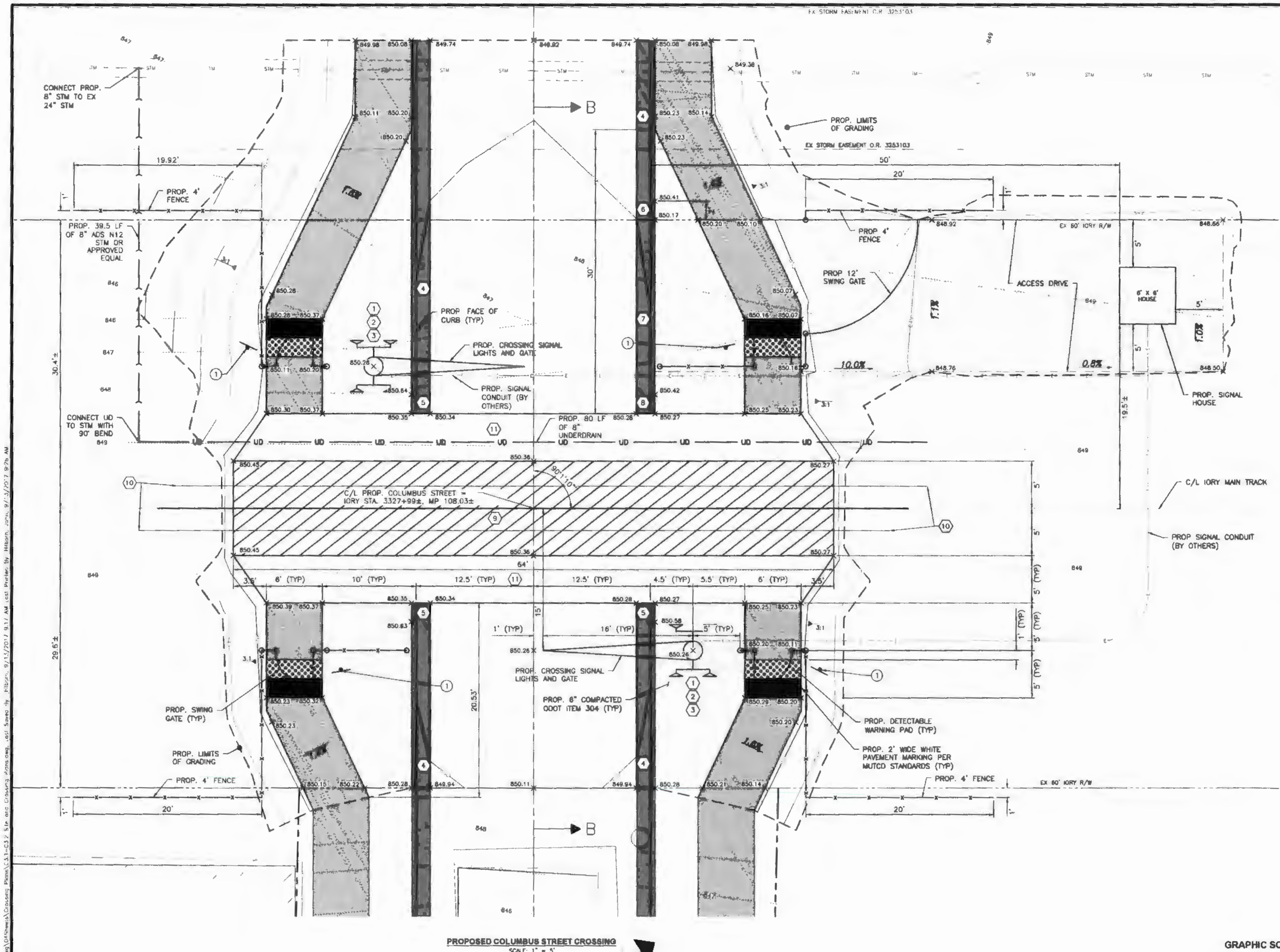
GOVERNING LAW. This Agreement will be construed in accordance with the laws of the state where the work is performed.

COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which may be deemed an original for any purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinafter written.

WITNESS:	**Grove City, Ohio**
______________________________	______________________________ Authorized Representative Signature
______________________________	______________________________ Authorized Representative (print) / Title
WITNESS:	**Indiana & Ohio Railway (IORY)**
______________________________	______________________________ Authorized Representative Signature
______________________________	______________________________ Authorized Representative (print) / Title

Exhibit A
Proposed Rail Crossing Equipment



CODED NOTES

1. VERIFY CLOSEST DIMENSION OF SIGNAL TO CENTERLINE OF TRACK WHICH SHALL NOT BE LESS THAN 15'-0". ADJUST POSITION OF SIGNAL IF NECESSARY TO MEET CLEARANCE REQUIREMENTS.
2. SEE TYPICAL SECTION - GATE CROSSING ON SHEET C4.1.
3. INSTALL COMPACTED ODOT ITEM 304 AROUND ENTIRE PERIMETER OF SIGNAL, LEVEL AND NO MORE THAN 4" BELOW TOP OF FOUNDATION.
4. PROPOSED TYPE 2 CURB AND GUTTER TO BE INSTALLED AS SHOWN ON THE PLANS. AREA BETWEEN NEW CURB AND SIDEWALK TO BE COMPACTED ODOT ITEM 304 AS REQUIRED.
5. TRANSITION NEW CURB FROM 6" TO 0" OVER 24".
6. TRANSITION FROM TYPE 2 CURB AND GUTTER TO TYPE 3 CURB AND GUTTER OVER 24"
7. PROPOSED TYPE 3 CURB AND GUTTER TO BE INSTALLED AS SHOWN ON THE PLANS. AREA BETWEEN NEW CURB AND SIDEWALK TO BE COMPACTED ODOT ITEM 304.
8. TRANSITION NEW CURB FROM 4" TO 0" OVER 24".
9. PROPOSED NEW 64' 115#RE SOLID TIMBER CROSSING PER STANDARD DRAWING ON SHEET C5.1. PROPOSED NEW 80' 115#RE TRACK PER SPECIFICATIONS ON SHEET C1.1.
10. STAGGER PROPOSED FIELD WELDS A MINIMUM OF 4'.
11. 5' WIDE FULL DEPTH ASPHALT PAVEMENT

NOTES:

1. SPOT ELEVATIONS DENOTE TOP OF FINISH GRADE INCLUDING TOP OF PAVEMENT.
2. REFER TO ROADWAY PLANS FOR COLUMBUS STREET FOR PROPOSED PAVEMENT SECTION, RAILROAD CROSSING PAVEMENT MARKINGS AND SIGNS COMPLIANT WITH OMUTCD.

LEGEND

PROP. CONCRETE SIDEWALK

PROP. 4" ODOT ITEM 304

GRAPHIC SCALE

0 2.5 5 10

1 inch = 5 feet

PRELIMINARY

NOT TO BE USED FOR CONSTRUCTION

PLAN SET DATE SEPTEMBER 12, 2017

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF GROVE CITY

GROVE CITY, OHIO
PROPOSED PLANS FOR THE
COLUMBUS STREET
AT GRADE CROSSING
PROPOSED CROSSING PLAN

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

DATE: SEPTEMBER 12, 2017

SCALE: As Noted

JOB NO.: 2016-1380

SHEET: C3.3

Exhibit B
Rail Construction and Equipment Cost Estimate

Force Account Estimate - Proposed Columbus St

INDIANA & OHIO RAILWAY COMPANY (IORY)

Grove City, OH (Franklin County)

DOT#: TBD
Railroad # 16IORY34R
RR MP: 55.55

SUMMARY

CROSSING WARNING SYSTEM (Includes all labor, materials, shop wiring, and installation for signal house location option 1)	$	112,980.00
CROSSING SURFACE/RESURFACE (Includes all labor, materials, shop wiring, and installation)	$	120,000.00
TRACK GRADE AND REHABILITATION (Includes all labor, materials, and installation)	$	-
RAILROAD ENGINEERING (Includes RAILROAD Labor for Reviewing Engineering Authorizations, Field Inspections and Administrative Labor)	$	-
PRELIMINARY ENGINEERING (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management - $5,000 already paid)	$	8,000.00
CONSTRUCTION ENGINEERING (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	$	16,000.00
CONSTRUCTION ENGINEERING INSPECTION (Estimated Construction Engineering Inspection cost)	$	5,500.00
UTILITY CROSSING (0 new utility crossings @ $4000 per crossing, includes application, engineering review, and right of entry)	$	-
FLAGGING SERVICES (Estimated Flagging Services cost based on 5 days @ $1000 per day)	$	5,000.00
AC POWER SERVICE (Includes all Coordination and Power Service Charges not included in other costs)	$	6,000.00
OTHER (Description Required)	$	-
TOTAL ESTIMATE COST	**$**	**273,480.00 (USD)**

Estimate Prepared By: J. Bolzenius, PE
Date: 9/15/2017

NOTE:

This Estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known as of the date prepared. The actual cost for Railroad work may differ based upon the agency's requirements, their contractors work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work. If any extended time elapses from the date of this Estimate, the Railroad will reserve the right to update the estimate to current price values, and require agency's approval before any work by Railroad will commence.

Railroad: IORY
Crossing Name: Columbus St
City, (County), State : Grove City, (Franklin), OH
Railroad #: 16IORY34R
FRA#:
Patrick Engineering #: 21777.801

ITEM	UNIT COST	UNITS	TOTAL
6'x6' Wired House with Equipment	$ 45,500.00	1 EA	$ 45,500.00
Gate/Flasher Assembly	$ 20,500.00	2 EA	$ 41,000.00
		SUBTOTAL	**$ 86,500.00**
Freight & Handling			$ 2,000.00
		TOTAL MATERIALS	**$ 88,500.00**
Foreman (1)	$ 162.00	20 hrs	$ 3,240.00
Lead Signalman (2)	$ 121.50	40 hrs	$ 4,860.00
Signalman (2)	$ 94.50	40 hrs	$ 3,780.00
		TOTAL INSTALLATION & WIRING	**$ 11,880.00**
Equipment per day	$ 1,000.00	1 Day	$ 1,000.00
Bungalow Wiring and Test	$ 5,800.00	2 Day	$ 11,600.00
		TOTAL EQUIPMENT	**$ 12,600.00**
		TOTAL CROSSING WARNING SYSTEM	**$ 112,980.00**

Prepared By: R. Leinart

7/7/2017

Exhibit C
Insurance Requirements

The coverage afforded hereunder shall include the liability assumed by the named insured under the following indemnification provisions contained in an agreement in writing between the named insured and **Indiana & Ohio Railway Company (IORY)** covering work to be performed upon or adjacent to its property Mile Post 179.94 and 108.04 quoted herein below for convenience:

IF ALLOWED BY LAW, AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILWAY, ITS AFFILIATED AND PARENT COMPANIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS CONTRACT.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, AGENCY AND RAILWAY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFIES RAILWAY FOR ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT RAILWAY FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE CRIMINAL ACTIONS OF RAILWAY, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS STIPULATED BY THE PARTIES THAT RAILWAY OWES NO DUTY TO AGENCY, ITS CLIENT, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES AGENTS OR INVITEES TO PROVIDE A REASONABLY SAFE WORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILWAY PROPERTY DO SO AT THEIR SOLE RISK. IT IS ACKNOWLEDGED BY RAILWAY THAT THE AGENCY IS SELF INSURED.

Notwithstanding the foregoing, the parties agree that the following coverage's are material requirements of this Contract and such coverage's shall not be limited by the Agency inability to indemnify and hold harmless the Railway under Ohio state laws and regulations.

(a) The Agency shall, at its own cost and expense, prior to entry onto the property of IORY (the "Property") or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Agency shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Agency under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars ($2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars ($6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the IORY and its affiliates and** shall name the **IORY and its affiliates as Additional Insured**. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section, but must "follow form" and afford no less coverage than the primary policy.

(ii) The Agency shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars ($1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the IORY and its affiliates and shall name the IORY and its affiliates as Additional Insured**.

(iii) The Agency shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars ($1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars ($1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars ($1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the IORY and its affiliates.**

(iv) **Prior to construction within 50' of the railroad tracks,** the Agency shall purchase Railroad Protective Liability Insurance naming the IORY as the named insured with limits of Two Million Dollars ($2,000,000) each occurrence and Six Million Dollars ($6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03 or, if available, obtain such coverage from the IORY.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be effected under standard form policies underwritten by insurers licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-" and size "Class VII" or better. The IORY reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be **primary and non-contributory to any insurance coverages maintained by the IORY and its affiliates.**

(iii) All insurance policies shall be endorsed to provide the IORY with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Agency shall provide the IORY with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference this Contractor Right of Entry License Agreement by agreement date and description and shall be furnished to the IORY at the following address, or to such other address as the IORY may hereafter specify:

Indiana & Ohio Railway Company
Attn: Public Projects Consultant: Patrick Engineering Inc.
Joseph Bolzenius - GW-MW@patrickco.com
3650 Olentangy River Road, Suite 110
Columbus, Ohio 43214
AND
Attn: Derek Winchester
2856 Cypress Way
Cincinnati, OH 45212

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

(1) The retroactive date shall be prior to the commencement of the work;

(2) The Agency shall maintain such policies on a continuous basis;

(3) If there is a change in insurer or policies are canceled or not renewed, the Agency shall purchase an extended reporting period of not less than three (3) years after the contract completion date; and

(4) Agency shall arrange for adequate time for reporting of any loss under this Agreement.

(c) The IORY may require the Agency to purchase additional insurance if the IORY reasonably determines that the amount of insurance then being maintained by the Agency is insufficient in light of all relevant factors. If the Agency is required to purchase additional insurance, the IORY will notify the Agency. Failure of the Agency to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

(d) Furnishing of insurance by the Agency shall not limit the Agency's liability under this Agreement, but shall be additional security therefore.

(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Agency's sole risk.

(g) If contractors are utilized, the Agency agrees to require all such contractors to comply with the insurance requirements of this Exhibit C.

Agency shall keep said insurance in full force and effect until all work to be performed upon or adjacent to the Premises under said contract is completed to the satisfaction of and accepted by Railway and thereafter until **Agency** has fulfilled the provisions of this Agreement with respect to the removal of tools, equipment and materials from the Premises.

Date: 05/15/19	No.: C-25-19
Introduced By: Mr. Schottke	1st Reading: 05/20/19
Committee: Lands	Public Notice: 05/21/19
Originated By: Mr. Smith	2nd Reading: 06/03/19
Sponsor : Mr. Schottke	Passed:____ Rejected:
Emergency:___ 30 Days: X	Codified:___ Code No:
Current Expense:__________	Passage Publication:

ORDINANCE C-25-19

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT GRANTING A TEMPORARY EASEMENT WITH MARK AND COLLEEN HAUGHN

WHEREAS, on August 18, 2014, Council enacted Resolution CR-42-14 which endorsed the realignment of the Columbus Street and Mill Street at Broadway and the library site; and

WHEREAS, in 2015, this Council authorized the City Administrator to take all necessary actions for the realignment of Columbus Street and Mill Street via Ordinance C-04-15 and funded the project via Ordinance C-28-15; and

WHEREAS, on April 06, 2015, Council enacted Resolution CR-16-15 which approved the preliminary development plan for Beulah Park that included "visual and physical connection of Columbus St. extended through a Town Center Plaza to Beulah Park, along with the extensions of Cleveland Ave, Grant St, and Park St will create a walkable community for future residents, existing residents of the Beulah Subdivision, and for the patrons of Town Center businesses"; and

WHEREAS, a new railroad crossing is necessary to connect Columbus Street to Beulah Park and to build a new railroad crossing, it is necessary to close the existing crossing at Grant Avenue; and

WHEREAS, this agreement will enable semi-trucks to continue to service the existing businesses that are located on Grant Avenue.

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 execute an Agreement to Grant a Temporary Easement with Mark and Colleen Haughn upon the terms and conditions set forth in Exhibit A.

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

____
Steven R. Robinette, President of Council

Passed:

____
Richard L. Stage, Mayor

Effective:

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

C-25-19

AGREEMENT TO GRANT A TEMPORARY EASEMENT

This Agreement to Grant a Temporary Easement (the "Agreement") is made and entered into this _____ day of _______________ 2019, by and between the City of Grove City, Ohio, an Ohio municipal corporation (the "City"), with mailing address at 4035 Broadway, Grove City, Ohio 43123, and Mark A. Haughn and Colleen D. Haughn (the "Haughns"), with mailing address at 4622 Lombardo Street, Grove City, Ohio 43123.

I. Background

A. The Haughns own the real property known as Franklin County Auditor's Parcels No. 040-015404 and 040-000234 with a common address of 3454 Grant Avenue, Grove City, Ohio 43123 (the "Property", the Property shall include that portion of Franklin County Auditor's Parcel No. 040-000750 and the 881± square feet of land area as depicted on Exhibit A and addressed hereafter in Section II.C.(1.)d. and e., respectively).

B. The City intends to close off Grant Avenue – as part of a larger roadway and infrastructure improvement project – just east of the railroad tracks, such that vehicular traffic can no longer travel west/northwest-bound on Grant Avenue over the railroad tracks and can no longer reach Front Street from Grant Avenue.

C. Across the street from the Property is an existing business, Magic Dragon Machine Inc. (the "Business"), which is located at 3451 Grant Avenue, Grove City, Ohio 43123, Franklin County Auditor's Parcel No. 040-000137 (the "Burket Property"). The Burket Property is owned by Richard Burket and the Business is owned and operated by Richard Burket.

D. The Business often has large semi-trucks enter the Burket Property from Grant Avenue and exit the Burket Property traveling west/northwest-bound on Grant Avenue to exit onto Front Street.

E. Because the Business' semi-trucks will no longer be able to exit the Burket Property traveling west/northwest-bound on Grant Avenue and will no longer be able to exit onto Front Street from Grant Avenue, the City desires to provide the Business access to maneuver over a portion of the Property reasonably necessary for the Business' semi-trucks to maneuver.

F. The Haughns agree to grant a temporary access easement over the Property to the City for the benefit of the Business and the City upon the terms and conditions set forth herein.

II. Agreement

A. NOW, THERFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties restate the foregoing Background as if fully rewritten in this Section II and agree to the following terms and conditions:

B. Haughns' Obligations. Haughns shall grant to the City a temporary easement generally in the form and content attached hereto as Exhibit B (the "Easement") over a portion of the Property described in said Easement (the "Easement Area").

C. City's Obligations.

(1.) Property Improvements. The City shall, prior to any use of the Easement Area by the Business:

a. remove the existing asphalt from the Easement Area and improve the Easement Area with eight inches of composite pavement consisting of six inches of concrete covered by two inches of asphalt as depicted on Exhibit C, attached hereto;

b. apply pavement sealer/rejuvenator and re-stripe the entire parking lot (including the Easement Area) serving the Property as shown on Exhibit C;

c. install three bollards, approved by the Haughns, and install concrete pavement at the Property's entrance apron from Grant Avenue, and at the entrance to the building located on the Property, all as depicted on Exhibit C;

d. take any and all reasonable actions necessary to acquire the 2,140± square feet of CSX property depicted on Exhibit A (the "CSX Property") and to convey said CSX Property to the Haughns at no cost. (Notwithstanding Section II.C.(2.) of this Agreement to the contrary, in the event the City is unable to acquire the CSX Property on or before the third year anniversary date of the Haughns' execution of this Easement, City shall pay to the Haughns Twelve Thousand Dollars ($12,000.00) within ten (10) days after said third anniversary and, thereafter, pay the Haughns annual considerations as set for in section C(2) below., until the Easement is terminated.)

e. shall cause the vacation of the 881± square feet of existing City right-of-way as depicted on Exhibit A; and

f. pay the Haughns' attorney fees set forth on the invoice attached hereto as Exhibit D.

(2.) Numerical Consideration. Unless sooner terminated pursuant to the terms of the Easement, on the fifth year anniversary of the Haughns' execution of the Easement, and each year anniversary date thereafter, until the Easement is terminated, the City shall pay the Haughns three thousand dollars ($3,000.00).

D. Miscellaneous Terms.

(1.) Compensation. The City's performance of its obligations set forth in Section II.C. shall constitute the entire compensation due the Haughns in exchange for the Haughns granting of the Easement, including any damages to any residual portion of the Property or other lands owned by the Haughns.

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

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

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

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

(6.) Modification. This Agreement, or any covenant set forth herein, may not be amended, terminated, rescinded, or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto.

(7.) Authority. Grantors represent and warrant that they have the full right and authority to enter into this Agreement and to grant the rights hereby conveyed to the City.

(8.) Termination. This Agreement shall terminate upon the termination of the Easement.

[Rest of page left intentionally blank. Signature page to follow.]

GRANTORS:

____
Mark A. Haughn

____
Colleen D. Haughn

CITY OF GROVE CITY, OHIO,
AN OHIO MUNICIPAL CORPORATION

____
Charles W. Boso, Jr., City Administrator

Approved as to Form:

____
Stephen J. Smith, Law Director

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

______________________________ ______________
Michael Turner, Director of Finance Date

STATE OF OHIO)
)ss.
FRANKLIN COUNTY)

Be it Remembered, that on this ____ day of _________, 2019, before me, the subscriber, a Notary Public in and for said county and state, personally came Charles W. Boso, Jr., City Administrator of the City of Grove City, Ohio, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

____
Notary Public

STATE OF OHIO)
)ss.
FRANKLIN COUNTY)

Be it Remembered, that on this ____ day of _________, 2019, before me, the subscriber, a Notary Public in and for said county and state, personally came Mark A. Haughn, one of the Grantors, who acknowledged the signing thereof to be his free act and deed for the purpose stated therein.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

____
Notary Public

STATE OF OHIO)
)ss.
FRANKLIN COUNTY)

Be it Remembered, that on this ____ day of _________, 2019, before me, the subscriber, a Notary Public in and for said county and state, personally came Colleen D. Haughn, one of the Grantors, who acknowledged the signing thereof to be her free act and deed for the purpose stated therein.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

____
Notary Public

EXHIBIT A

EXHIBIT B

TEMPORARY NON-EXCLSUIVE EASEMENT FOR ACCESS, MANUEVERABILITY, AND MAINTENANCE

RECITALS:

This Temporary Non-Exclusive Easement for Access, Maneuverability, and Maintenance (the "Easement") is made as of the _____ day of ____________, 2019, by **Mark A. Haughn and Colleen D. Haughn** (collectively, the "**Grantors**").

WHEREAS, Grantors are the owners of the real property commonly known as Franklin County Auditor Tax Parcel Id. No.'s: 040-015404 and 040-000234, located at 3454 Grant Avenue, Grove City, Ohio 43123, as more particularly described on the legal description attached hereto as Exhibit 1, incorporated herein by this reference (the "**Grantors' Property**"); and

WHEREAS, across the street from the Property is an existing business, Magic Dragon Machine Inc. (the "**Business**"), which operates on the real property known as Franklin County Auditor Tax Parcel Id. No.: 040-000137, located at 3451 Grant Avenue, Grove City, Ohio 43123 and more specifically described on the legal description attached hereto as Exhibit 2 (the "**Burket Property**"); and

WHEREAS, the Business operates large semi-trucks that enter the Burket Property from Grant Avenue and thereafter exit the Burket Property traveling west/northwest-bound on Grant Avenue to exit onto Front Street; and

WHEREAS, the City of Grove City (the "City") intends to close off Grant Avenue as part of a large roadway improvement project just east of the railroad tracks, such that vehicular traffic, including the Business's large semi-trucks can no longer travel west/northwest-bound on Grant Avenue over the railroad tracks and can no longer reach Front Street from Grant Avenue; and

WHEREAS, Grantors desire to create, declare, and grant to the City (also known as "Grantee") for the use and benefit of the Business and City a temporary non-exclusive easement over, on, upon, and across a portion of Grantors' Property containing approximately ___ acres/square feet, such area currently and hereafter paved, to be used for vehicular and semi-truck access, maneuverability, and maintenance as more particularly described on Exhibit 3 and as depicted on Exhibit 4 ("Easement Area"), both of which are attached hereto and incorporated herein by this reference.

AGREEMENT FOR EASEMENT DECLARATION:

NOW THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors declare as follows:

1. The above recitals are incorporated in their entirety by this declaration, as if fully re-stated hereunder.

2. Grantors, as owners of Grantors' Property, do hereby grant and convey to the City for the use and benefit of the Business and City, and their respective successors, assigns, and invitees, a temporary non-exclusive easement for the purpose of vehicular and semi-truck access, maneuverability, and maintenance over, on, upon, and across the Easement Area an for no other purposes whatsoever, which is located on the Grantors' Property together with all of Grantors' rights, privileges, easements, and appurtenances in, on, over, and upon adjoining and adjacent highways, roads, and streets necessary for access and maneuverability pursuant to the additional terms of that certain Agreement to Grant a Temporary Easement dated ____________________, by and between the Grantors and the City (the "Agreement").

3. Grantors shall use the Easement Area for any and all purposes not materially and wholly inconsistent with the purposes granted to Grantee hereunder; provided, that, Grantors and their respective successors and assigns, shall not erect any fences, landscaping, screening, or structures in the Easement Area and shall keep the Easement Area free from obstructions during the term of this Easement, as set forth in Section 5 below.

4. The City shall be responsible for the construction, repair, maintenance, and upkeep of the Easement Area through the Date of Termination (as defined below), including the costs thereof pursuant to the terms and conditions of said Agreement.

5. The term of this Easement shall expire, and this Easement shall terminate, immediately, without the need for any further actions taken by the Grantors, or the need to record a termination or release of said Easement in the land records of the county for which the Grantors' Property is situated, upon the occurrence of any one of the following events: (i) the Business ceases to operate on the Burket Property; (ii) the Burket Property is transferred, assigned, conveyed, or sold to any entity, person(s), transferee, or purchaser, except for the purposes of estate planning; (iii) a substantial portion of the existing buildings on the Burket Property are damaged or destroyed by casualty, or otherwise; or (iv) the City defaults in any of its obligations under the Agreement, or the City or Business violates any terms of this Easement (in any event, such date shall be the "Date of Termination").

6. This Easement shall be subject to all existing easements of record. This Easement is a temporary easement and shall only run with the land or shall be binding upon and inure to the benefit of the City and Business and their successors and assigns through the Date of Termination.

TO HAVE AND TO HOLD, said Easement Area to the Grantee and its successors and assigns for the uses and purposes set forth herein.

[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned, have executed this Temporary Non-Exclusive Easement for Access and Maneuverability effective as of the date first set forth above.

Grantors:

Mark A. Haughn

____

Colleen D. Haughn

____

STATE OF OHIO)
) SS:
FRANKLIN COUNTY)

Be it Remembered, that on this ____ day of ______________, 2019, before me, the subscriber, a Notary Public in and for said county and state, personally appeared, Mark A. Haughn and Colleen D. Haughn, the Grantors in the foregoing instrument, and acknowledged the signing thereof to be their free act and deed for the purposes stated therein.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the last date aforesaid.

____

Notary Public
My commission expires: __________________

Exhibit 1
(Legal Description – Grantors' Property)

Exhibit 1

0.215 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey No. 1388, being part of Reserve "A" of that subdivision entitled "Geo. H. Gantz Etal. Add. To Grove City" in Plat Book 5, Page 116, being part of Mill Street vacated by Ordinance Number C-77-89, being part of that tract conveyed to Robert T. Griesenbrock AKA Robert Griesenbrock and Kathryn R. Griesenbrock, Co – Trustees by deed of record in Instrument Number 200505260101469, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an axle found at the intersection of the westerly right-of-way line of an Alley (15 feet wide) of record in said subdivision "Geo. H. Gantz Etal. Add. To Grove City" and the northerly right-of-way line of Grant Avenue (40 feet wide);

Thence North 55° 46' 41" West, with said northerly right-of-way line, a distance of 204.35 feet to an iron pin set in the westerly line of that tract conveyed to Baltimore and Ohio Railroad by Deed Book 592, Page 1, now known as CSX Transportation Inc, successor by merger, whose merger documents have been summarized and recorded as Official Record 13276A16 and Official Record 13276B15, subsequently re-recorded as Official Record 13283G13 as originally conveyed to the Columbus and Cincinnati Midland Railroad Co. by deed of record in Deed Book 184, Page 540, the TRUE POINT OF BEGINNING;

Thence North 55° 46' 41" West, with said northerly right-of-way line, a distance of 20.67 feet to an iron pin set in the southwesterly corner of said Reserve "A", in the easterly line of that tract conveyed to CSX Transportation, Inc. by Certificate of Merger in Official Record 13276B15 (originally B & O Railroad Co. by deeds of record in Deed Book 592, Page 1 and Deed Book 593, Page 3);

Thence North 32° 38' 48" East, with the line common to said Reserve "A" and CSX (Official Record 13276B15) tracts, a distance of 170.48 feet to an iron pin set in the westerly line of said vacated Mill Street;

Thence South 55° 51' 52" East, across and parallel to the centerline of said vacated Mill Street, a distance of 66.49 feet to an iron pin set;

Thence South 34° 08' 08" West, continuing across said vacated Mill Street and Reserve "A", a distance of 83.44 feet to an iron pin set;

Thence South 55° 51' 52" East, continuing across said Reserve "A", a distance of 8.56 feet to an iron pin set in the northerly line of said CSX (Deed Book 592, Page 1) tract;

with the line common to said Reserve "A" and CSX (Deed Book 592, Page 1) tracts, with the arc of a curve to the left, having a central angle of 11° 30' 20", a radius of 500.51 feet, an arc length of 100.51 feet, and a chord bearing and distance of South 63° 59' 33" West, 100.34 feet to the TRUE POINT OF BEGINNING, containing 0.215 acre, more or less.

The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the southerly right-of-way line of Mill Street, having a bearing of South 55° 51' 52" East, is designated the "basis of bearing" for this survey.

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

This description was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

2-13-2015
Date

Approved by the City of Grove City Planning Commission; no plat required. This approval does not infer that the parcel in question is consistent with zoning and/or other governmental regulations. This approval void if not recorded by 4/22/16
Date: 4/22/15
Signed:

JMM:mm
0_215 ac 20141510-VS-BNDY-15.doc

M-88
split
0.215 acre
out of
(040) 100

DESCRIPTION VERIFIED
DEAN C. RINGLE, P.E., P.S.
BY:
DATE: 18 Feb 15
060-002215

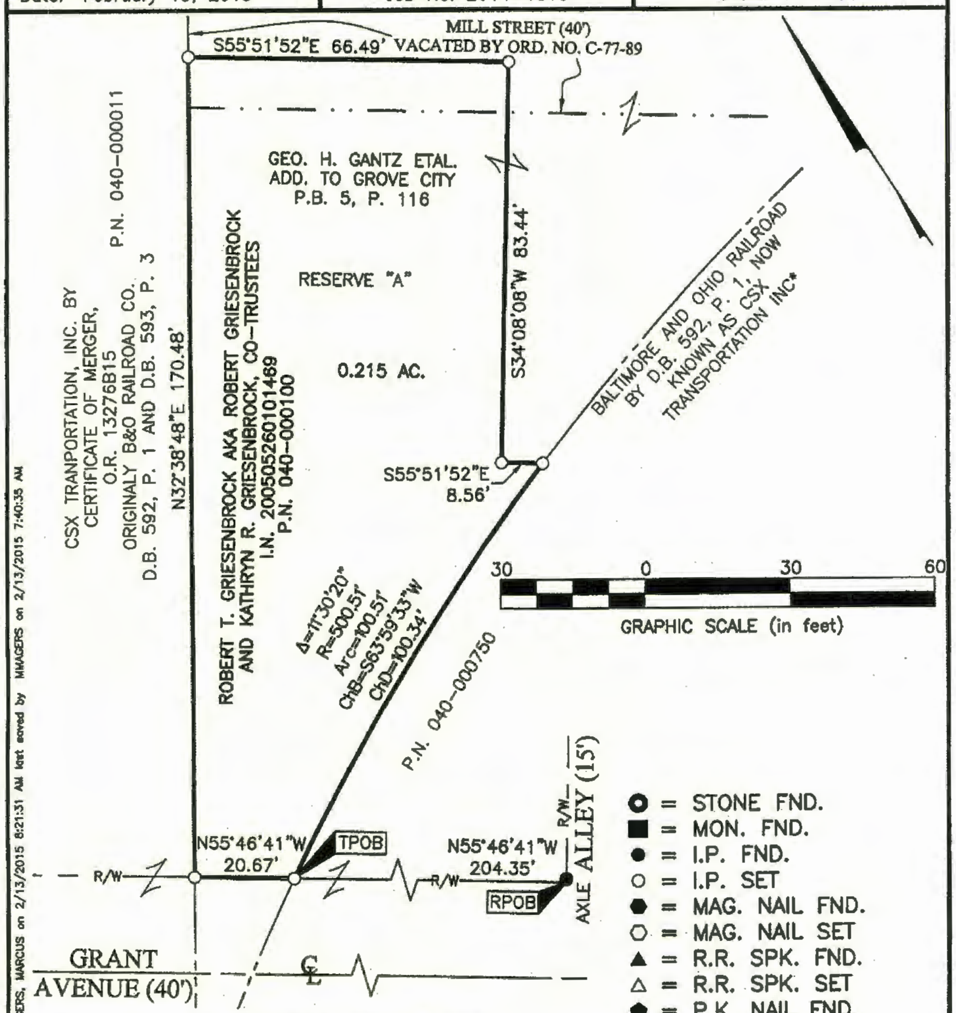
EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY SURVEY NO. 1388

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

Date: February 13, 2015	Job No. 2014-1510	Scale: 1" = 30'



*SUCCESSOR BY MERGER, WHOSE MERGER DOCUMENTS HAVE BEEN SUMMARIZED AND RECORDED AS OFFICIAL RECORD 13276A16 AND OFFICIAL RECORD 13276B15, SUBSEQUENTLY RE-RECORDED AS OFFICIAL RECORD 13283G13. ORIGINALLY CONVEYED TO THE COLUMBUS AND CINCINNATI MIDLAND RAILROAD CO. D.B. 184, P. 540

BASIS OF BEARING:
The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the southerly right-of-way line of Mill Street, having a bearing of South 55° 51' 52" East, is designated the "basis of bearing" for this survey.

SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in May 2002, June 2010, October 2013, and September 2014.

By [signature] 2-13-2015

Joshua M. Meyer
Professional Surveyor No. 8485

Date

J:\20141510\DWG\04SHEETS\BOUNDARY\20141510-VS-BNDY-15.DWG plotted by MAGERS, MARCUS on 2/13/2015 8:21:31 AM last saved by MMAGERS on 2/13/2015 7:40:35 AM
Xrefs:

Exhibit 2
(Legal Description – Burket Property)

Order No.: 99160250 GRO

Exhibit 2

Quit-Claim Deed*

RICHARD A. BURKET, MARRIED

of FRANKLIN County, Ohio for valuable consideration paid, does hereby release, remise and quit-claim unto RICHARD A. BURKET AND VICKI L. BURKET, HUSBAND AND WIFE

whose tax-mailing address is 5445 Westgrove Dr. Columbus, OH 43228

the following **REAL PROPERTY:**
SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN AND CITY OF GROVE CITY:

BEING LOT NUMBER SIXTEEN (16) AND SEVENTEEN (17) IN GEORGE GANTZ ET. AL., ADDITION, AS THE SAME IS NUMBERED AND DELINEATED UPON THE RECORDED PLAT THEREOF, OF RECORD IN PLAT BOOK 5, PAGE 116, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

Instr:199905130121790 05/13/1999
Pages:1 Fee:$14.00 2:50PM
Richard B. Metcalf T19990066598
Franklin County Recorder BXCHICAGO

PARCEL No. 040-137
PROPERTY ADDRESS: 3451 GRANT AVENUE, GROVE CITY, OHIO 43123

Subject to taxes and assessments which are now or may hereafter become liens on said premises and except conditions and restrictions and easements, if any, contained in former deeds of record for said premises, subject to all of which this conveyance is made.

Prior Instrument Reference: INSTRUMENT NO. 199804270099947
of the Deed Records of FRANKLIN County, Ohio.

Grantor releases all rights of dower therein.

Witness MY hand(s) this 11TH day of MAY 1999
Signed and acknowledged in presence of:

Witness Robbyn Harter

RICHARD A. BURKET

Witness

Witness Robin A Pendleton

Witness

State of OHIO } ss.
County of FRANKLIN }

BE IT REMEMBERED, That on this 11TH day of MAY 1999, before me, the subscriber, a **Notary Public** in and for said state, personally came RICHARD A. BURKET

the Grantor(s) in the foregoing deed, and acknowledged the signing thereof to be HIS voluntary act and deed.

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

ROBIN A. PENDLETON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 18, 2003

STATE OF OHIO

Notary Public

104895

This Instrument was prepared by MAGNUSON & BARONE, ATTORNEYS AT LAW

Auditor's and Recorder's Stamps

TRANSFERRED
MAY 13 1999
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

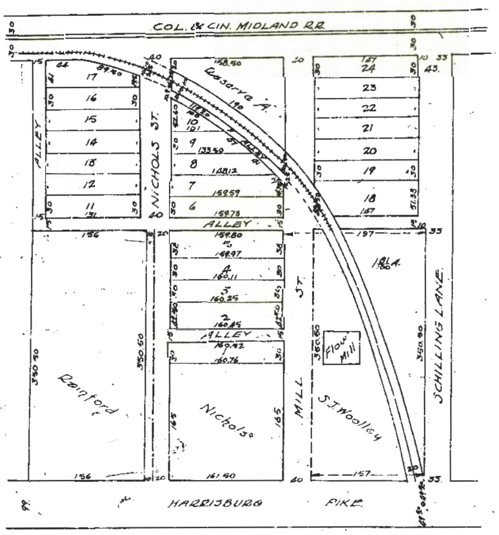
DEEDQUIT-09/30/98-dr

* See Section 5302.11 Ohio Revised Code

116

GEO. H. GANTZ ETAL. ADD. TO GROVE CITY.

IT BEING A SUBDIVISION OF PART OF LOT NO. 2 OF W.F. BRECKS SUB. OF LOTS 8 & 9 OF A SUB. of Survey No. 1388 V.M.D.



We hereby certify that the annexed plat correctly represents our subdivision of lands described in the title, and the same is correct. We hereby dedicate all Streets & alleys to the public use forever. Shortage or Surplusage shall fall on the lots facing West & North.

Signed & acknowledged in our presence. Geo. H Gantz.

Elmer E. Legg - Ira S. Read. A. L. Gantz.

State of Ohio, Franklin County SS. Before me, the subscriber a Notary Public in & for said County, personally appeared the above named Geo. H. Gantz and Albert L. Gantz who acknowledged the signing and sealing of the above to be their voluntary act & deed for the uses and purposes therein expressed. In witness whereof I have hereunto signed my name & affixed my official seal this the 19th day of November A.D. 1892.

(Seal) Ira S. Read, Notary Public, Franklin Co. O.

I hereby certify that I have Surveyed the above mentioned tract of land and find the same to contain $3\frac{76}{100}$ Acres of land. all distances are plainly marked in feet & decimal parts of a foot. Elmer E. Legg. Surveyor

Transferred Nov. 26th 1892.

Filed Nov. 26th 1892 at 9 A.M. and Recorded February 16th 1893.

Robert Thompson, Recorder. By L.D. Waite, Deputy.

Exhibit 3
(Legal Description – Easement Area)

Exhibit 3

ACCESS EASEMENT
0.061 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military Survey Number 1388 and being across that 0.215 acre tract as conveyed to Mark A. Haughn and Colleen D. Haughn by deed of record in Instrument Number 201506090076493 (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 0.215 acre tract, in the easterly line of that tract as conveyed to Baltimore and Ohio Railway of record in Deed Book 592, Page 1, and Deed Book 593, Page 3, nka CSX Transportation Inc., successor by merger, whose merger documents were recorded in Official Record 13276A16 and Official Record 13276B15 and re-recorded in Official Record 13283G13 originally conveyed to the Columbus and Cincinnati Midland Railroad Company by deed of record in Deed Book 184, Page 54 and being in the northerly right of way line of Grant Avenue (40');

Thence North 32° 38' 48" East, with the westerly line of said 0.215 acre tract and the easterly line of said CSX Transportation tract, a distance of 84.29 feet to a point;

Thence South 57° 16' 44" East, across said 0.215 acre tract, a distance of 33.59 feet to a point;

Thence South 32° 43' 16" West, continuing across said 0.215 acre tract, a distance of 59.82 feet to a point in the easterly line of said 0.215 acre tract and in the westerly line of that tract as conveyed to Baltimore and Ohio Railway by deed of record in Deed Book 592, Page 1, nka CSX Transportation Inc., successor by merger, whose merger documents were recorded in Official Record 13276A16 and Official Record 13276B15 and re-recorded in Official Record 13283G13 originally conveyed to The Columbus and Cincinnati Midland Railroad Company by deed of record in Deed Book 184, Page 540;

thence with the easterly line of said 0.215 acre tract and said CSX Transportation tract, with the arc of a curve to the left, having a central angle of 03° 13' 05", a radius of 500.51 feet, an arc length of 28.11 feet, a chord bearing of South 59° 50' 56" West and a chord distance of 28.11 feet to a southeasterly corner of said 0.215 acre tract and in the northerly right of way line of said Grant Avenue;

thence North 55° 46' 41" West, with the southerly line of said 0.215 acre tract and said northerly right of way line, a distance of 20.67 feet to the POINT OF BEGINNING, and containing 0.061 acre, more or less.

STATE OF OHIO
JOSHUA M. MEYER
S-8485
REGISTERED
PROFESSIONAL SURVEYOR

EVANS, MECHWART, HAMBLETON AND TILTON, INC.

5-14-2019

Joshua M. Meyer
Professional Surveyor No. 8485

JMM:td
0_061 ac 20160121-VS-ESMT-ACCS-01

Exhibit 4
(Survey Depiction – Easement Area)

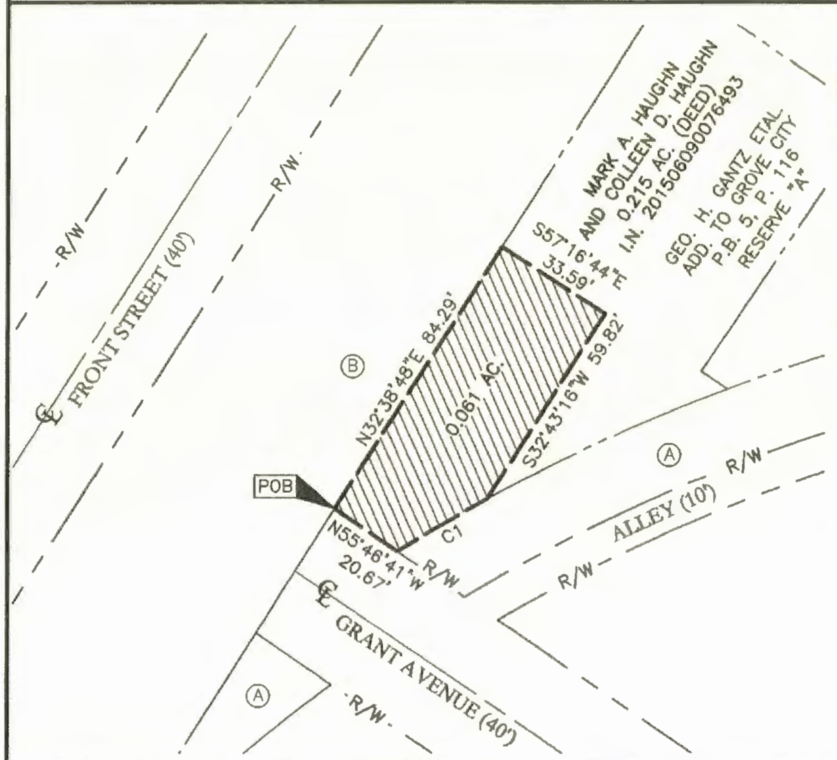
EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

ACCESS EASEMENT

VIRGINIA MILITARY SURVEY NO. 1388

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

Date:	May 14, 2019
Scale:	1" = 40'
Job No:	2016-0121



CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CH. BEARING	CH. DIST.
C1	3°13'05"	500.51'	28.11'	S59°50'56"W	28.11'

(A) BALTIMORE AND OHIO RAILWAY BY D.B. 592, P. 1, NKA CSX TRANSPORTATION INC., SUCCESSOR BY MERGER, WHOSE MERGER DOCUMENTS WERE RECORDED IN O.R. 13276A16 AND O.R. 13276B15, AND RE-RECORDED IN O.R. 13283G13 ORIGINALLY CONVEYED TO THE COLUMBUS AND CINCINNATI MIDLAND RAILROAD CO. D.B. 184, P. 540

(B) BALTIMORE AND OHIO RAILWAY BY D.B. 592, P. 1, AND D.B. 593, P. 3 NKA CSX TRANSPORTATION INC., SUCCESSOR BY MERGER, WHOSE MERGER DOCUMENTS WERE RECORDED IN O.R. 13276A16 AND O.R. 13276B15, AND RE-RECORDED IN O.R. 13283G13 ORIGINALLY CONVEYED TO THE COLUMBUS AND CINCINNATI MIDLAND RAILROAD CO. D.B. 325, P. 54

40 0 40 80

GRAPHIC SCALE (in feet)

STATE OF OHIO
JOSHUA M. MEYER
S-8485
REGISTERED
PROFESSIONAL SURVEYOR

Exhibit 4

By [signature]
Joshua M. Meyer
Professional Surveyor No. 8485

5-14-2019
Date

J:\20160121\DWG\04SHEETS\EASEMENTS\20160121-VS-ESMT-ACCS-01.DWG plotted by DIROMA, THERESA on 5/15/2019 9:46:55 AM last saved by TDIROMA on 5/15/2019 9:46:29 AM
Xrefs:

Exhibit C

EMH&T

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

CITY OF GROVE CITY, OHIO
EASEMENT EXHIBIT
FOR
GRANT AVENUE TRUCK TURN-AROUND

DATE: MAY 2018	JOB NO. 20160121	SCALE: 1" = 40'

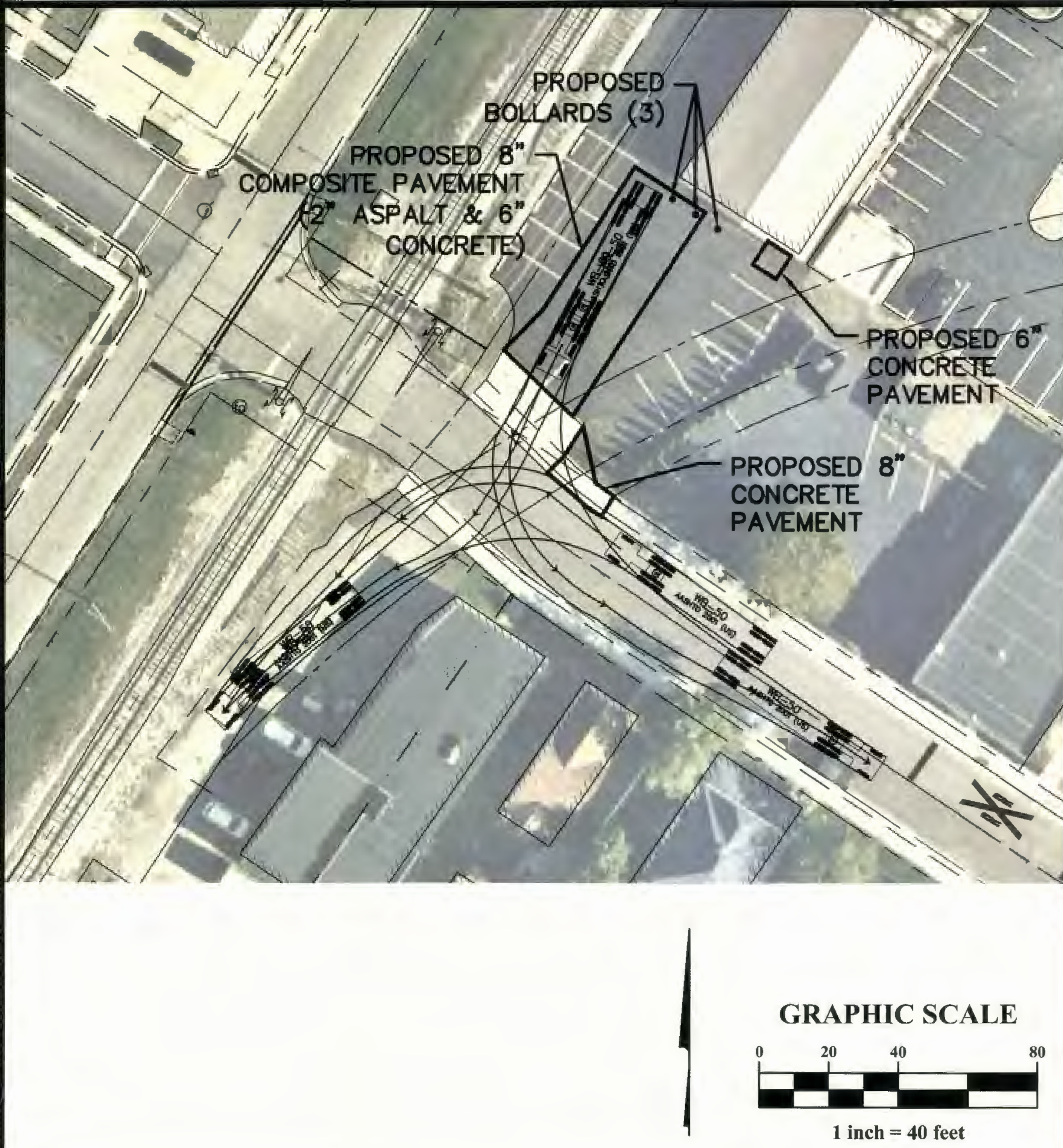


EXHIBIT D
INVOICE

Exhibit D

PLANK LAW FIRM
411 E. Town Street, FL 2
Columbus, OH 43215-4748
Telephone 614-947-8600
Federal I.D. # 27-1148939

City of Grove City
4035 Broadway
Grove City, Ohio 43123

May 13, 2019

RE Easements

05/13/2019	DTP	$1,000.00

Please contact Denise La Pointe with any questions regarding your invoice.

Date: 05/28/19	No.: CR-24-19
Introduced By: Mr. Schottke	1st Reading: 06/03/19
Committee: Lands	Public Notice:
Originated By: Mr. Smith	2nd Reading:
Sponsor:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

RESOLUTION CR-24-19

A RESOLUTION MAKING CERTAIN FINDINGS REQUIRED UNDER OHIO REVISED CODE CHAPTER 349 AND SETTING A DATE FOR THE REQUIRED PUBLIC HEARINGS TO ESTABLISH A NEW COMMUNITY AUTHORITY

WHEREAS, Ohio Revised Code Chapter 349 (the "Act") provides that "developers", as defined in the Act, may petition for the establishment of a New Community Authority (the "NCA"); and

WHEREAS, Townsend Construction Company owns or controls approximately 212 acres of real property in the City of Grove City, Ohio, and therefore is a "developer" as defined in the Act; and

WHEREAS, the Developer intends to construct or cause to be constructed certain private improvements on the Property; and

WHEREAS, on May 13, 2019 the Developer filed with the City a petition, under R.C. Section 349.03, for the establishment of an NCA inclusive of the Property to provide for the construction of certain "community facilities" in connection with the Project;

WHEREAS, the City of Grove City, Ohio is the "organizational board of commissioners" as defined in the Act; and

WHEREAS, pursuant to R.C. Section 349, this Council is required to determine whether the Petition complies with the Act in form and substance, and if it does, this Council is required to fix the time and place for a public hearing on the Petition.

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

SECTION 1. This Council finds and determines that it has received the Petition, and that the Petition complies with the Act in form and substance.

SECTION 2. As required by the Act, this Council hereby schedules a public hearing on the Petition on June 17, 2019, which public hearing shall commence at 7:00 p.m. at City Hall, 4035 Broadway, Grove City, Ohio 43123. The Clerk of this Council is hereby directed to publish notice of the public hearing in a newspaper of general circulation in the City once each week for three consecutive weeks in the form required by R.C. Section 7.16.

SECTION 3. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution, and that all deliberations of this Council and of any committees that resulted in those formal actions, were taken in meetings open to the public in compliance with the law.

Date: 05/28/19	No.: CR-25-19
Introduced By: Mr. Schottke	1st Reading: 06/03/2019
Committee: Lands	Public Notice:
Originated By: City Clerk	2nd Reading:
Approved:	Passed: ____ Rejected:
Emergency: ___ 30 Days: ___	Codified: ___ Code No:
Current Expense:	Passage Publication:

RESOLUTION NO. CR-25-19

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.031 OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN BE FURNISHED TO 0.905 ACRE LOCATED NORTH OF BIG RUN ROAD AND EAST OF DEMOREST ROAD IN JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

WHEREAS, a petition to annex 0.905± acres located North of Big Run Road and East of Demorest Road, in Jackson Township to the City of Grove City and signed by Paul and Alina Romanov, 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 0.905± acres located North of Big Run Road and East of Demorest Road, proposed for annexation by Paul and Alina Romanov, 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.

CR-25-19

ANNEXATION PLAT

PROPOSED ANNEXATION OF 0.905 AC. OF A 1.000 AC. TRACT IN VMS 1388 FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

LEGEND

EXISTING CITY OF GROVE CITY CORPORATION LINE

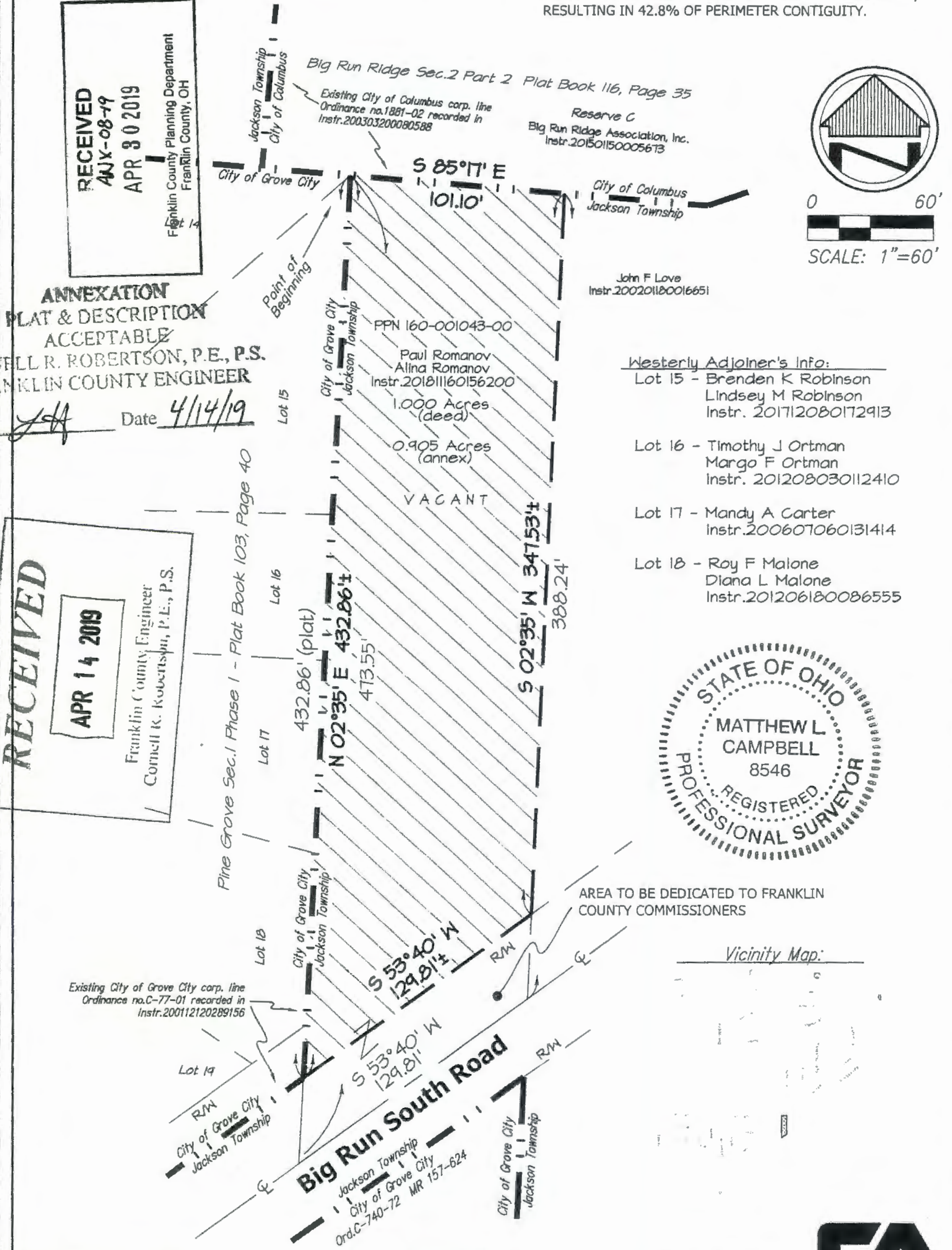
PROPOSED CITY OF GROVE CITY CORPORATION LINE

AREA PROPOSED FOR ANNEXATION

ADDRESS OF SUBJECT PROPERTY:
0 BIG RUN SOUTH ROAD, GROVE CITY, OH 43123

THIS ANNEXATION DOES NOT CREATE AN UNINCORORATED AREA OF THE TOWNSHIP COMPLETELY SURROUNDED BY THE TERRITORY PROPOSED FOR ANNEXATION.

TOTAL PERIMETER OF ANNEXATION IS 1011.30'± OF WHICH 432.86'± IS CONTIGUOUS WITH THE CITY OF GROVE CITY, RESULTING IN 42.8% OF PERIMETER CONTIGUITY.



Demorest Rd

NOTE: THIS MAP WAS PREPARED USING THE BEST AVAILABLE FRANKLIN COUNTY RECORDS AND WITHOUT THE BENEFIT OF A BOUNDARY SURVEY. ALL DIMENSIONS SHOWN HEREON ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF AS SHOWN ON THE RECORD PLAT.

MATTHEW L. CAMPBELL — REG. NO. 8546 — 4-12-19 DATE
CAMPBELL & ASSOCIATES, INC.

Property Address:
0 Big Run South Road
Grove City, OH 43123

Franklin County Parcel # 160-001043-00

Job: CO155171

CAMPBELL & ASSOCIATES, INC.
Land Surveyors
(800)233-4117
www.campbellsurvey.com

Date:	04/30/19	No.:	C-21-19
Introduced By:	Ms. Houk	1st Reading:	05/06/19
Committee:	Finance	Public Notice:	05/07/19
Originated By:	Mr. Robinette	2nd Reading:	05/20/19 Postponed to 6-3-19
Sponsor :	Mr. Davis	Passed: ____ Rejected:	
Emergency: ___ 30 Days: X		Codified: ___ Code No:	
Current Expense: ________		Passage Publication:	

ORDINANCE C-21-19

AN ORDINANCE TO AMEND SECTION 139.05 OF THE CODIFIED ORDINANCES OF THE CITY OF GROVE CITY, OHIO TITLED BIDDING PURCHASES AND PROCEDURES

WHEREAS, the City of Grove City desires to be transparent in the purchasing of its goods and services; and

WHEREAS, the City of Grove City has implemented measures to improve public transparency to include, but not limited to, live and recorded council meetings, and public access to the city's financial records; and

WHEREAS, the City believes in supporting the businesses within the City of Grove City; and

WHEREAS, the City desires to give purchasing preference to businesses within Grove City when they can provide comparable quality and price.

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

SECTION 1. Section 139.05 (b) is hereby amended, in part, as follows:

(b) When any contract for the construction of a public improvement or the purchase of equipment, supplies, or materials is estimated to be in excess of $50,000, the contract shall be awarded through an open competitive bidding process unless an exception or alternative is otherwise provided by Council. The Administrative Assistant may, without competitive bidding, enter into contracts for expenditures of less than $50,000 for which funds have already been appropriated. The City shall award a contract to the lowest and/or best bidder, provided that the City may reject any and all bids in whole or by items. The City shall give preference to businesses located within Grove City provided they can provide comparable quality and price. No contract shall be divided to avoid the requirements of competitive bidding. (Ord. C36-12. Passed 8-6-12.)

SECTION 2. Section 139.05 (c)(1) is hereby amended in part, as follows:

(c)(1) Professional Services. Contracts for professional services shall not be subject to the competitive bidding requirements of this section. When professional services of a like kind are estimated to be above $100,000.00 annually, the Administrative Assistant shall seek requests for proposals at least once every four (4) years, beginning in 2020. Request for Proposals shall be advertised in the same manner as the City has, or may establish, for advertising competitive bids. The Administrative Assistant shall present the findings to Council by November 15 of the required year. Final selection of professional service providers ~~and~~ shall not require authorization of Council.

qualifications?

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

Date:	05/29/19	No.:	C-26-19
Introduced By:	Ms. Houk	1st Reading:	06/03/19
Committee:	Finance	Public Notice:	06/04/19
Originated By:	Mr. Turner	2nd Reading:	06/17/19
Sponsor :	Mr. Schottke	Passed: ____	Rejected:
Emergency: ___	30 Days: X	Codified: ___	Code No:
Current Expense:		Passage Publication:	

ORDINANCE NO. C-26-19

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF $5,900,000.00 FOR THE PURPOSE OF PAYING THE COSTS OF REFUNDING BONDS PREVIOUSLY ISSUED BY THE CITY FOR THE PURPOSE OF WIDENING, RECONSTRUCTING, AND IMPROVING STATE ROUTE 665 BETWEEN NORTH MEADOWS DRIVE AND HOOVER ROAD, INCLUDING THE INTERSECTIONS THEREWITH, WITH RELATED SIGNAGE AND STRIPING, LEISURE PATH, DRAINAGE, UTILITY RELOCATION, AND SITE IMPROVEMENTS, PAYING ENGINEERING, DESIGN AND LEGAL EXPENSES RELATED THERETO

WHEREAS, pursuant to Ordinance No. C-08-09 passed March 2, 2009 (the "*Series 2009 Bond Ordinance*"), bonds in the principal amount of $7,585,000.00 dated March 11, 2009 (the "*Series 2009 Bonds*"), were issued for the purpose described in Section 2; and

WHEREAS, this City Council finds and determines that it will be in the City's best interest to issue general obligation bonds in accordance with Chapter 133 of the Ohio Revised Code, in the maximum principal amount of $5,900,000.00 (the "*Bonds*"), in order to refund at a lower rate of interest all or a portion of the outstanding Series 2009 Bonds (the "*Outstanding Bonds*"), which Outstanding Bonds are subject to prior redemption at the option of the City at a redemption price of 100% of par plus any accrued interest to their redemption date, and to pay any expenses relating to that refunding and the issuance of the Bonds; and

WHEREAS, this City Council finds and determines that the City should retire the Outstanding Bonds with the proceeds of the Bonds described in Section 2 and other funds available to the City; and

WHEREAS, the Director of Finance, as fiscal officer of this City, has certified to this City Council that the estimated life or period of usefulness of the Improvement is at least five (5) years and that the maximum maturity of the Bonds is December 1, 2035.

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

SECTION 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

"*Authorized Denominations*" means the denomination of $5,000.00 or any integral multiple in excess thereof.

"*Bond Proceedings*" means, collectively, this Ordinance, the Certificate of Award, the Continuing Disclosure Agreement, the Escrow Agreement, the Registrar Agreement and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

"*Bond Register*" means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

"*Bond Registrar*" means a bank or trust company authorized to do business in the State of Ohio and designated by the Director of Finance in the Certificate of Award pursuant to Section 4 as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Registrar Agreement and, thereafter, "*Bond Registrar*" shall mean the successor Bond Registrar.

"*Bonds*" means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

"*Book entry form*" or "*book entry system*" means a form or system under which (a) the ownership of beneficial interests in the Bonds and the principal of and interest and any premium on the Bonds may be transferred only through a book entry, and (b) physical Bond certificates in fully registered form are issued by the City and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Bonds and that principal and interest.

"*Certificate of Award*" means the certificate authorized by Section 6, to be executed by the Director of Finance, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

"*City*" means the City of Grove City, Ohio.

"*Clerk of Council*" means the Clerk of Council of the City or any person serving in an interim or acting capacity with respect to that office.

"*Closing Date*" means the date of physical delivery of, and payment of the purchase price for, the Bonds.

"*Code*" means the Internal Revenue Code of 1986, as amended, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"*Continuing Disclosure Agreement*" means the Continuing Disclosure Agreement which shall constitute the continuing disclosure agreement made by the City for the benefit of the holders and beneficial owners of the Bonds in accordance with the Rule, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the Director of Finance, all in accordance with Section 9(c).

"*Depository*" means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Bonds or the principal of and interest and any premium on the Bonds, and to effect transfers of the Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"*Director of Finance*" means the Director of Finance of the City or any person serving in an interim or acting capacity with respect to that office.

"*Director of Law*" means the Director of Law of the City or any person serving in an interim or acting capacity with respect to that office.

"*Escrow Agreement*" means the Escrow Agreement between the City and the Escrow Trustee, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the Director of Finance, all in accordance with Section 10.

"*Escrow Fund*" means the City of Grove City, Ohio – Series 2019 Refunding Escrow Fund created pursuant to Section 10 and in accordance with the Escrow Agreement.

"*Escrow Trustee*" means a bank or trust company authorized to do business in the State of Ohio and designated by the Director of Finance in the Certificate of Award pursuant to Section 10 as the initial escrow trustee for the Refunded Bonds under the Escrow Agreement and until a successor Escrow Trustee shall have become such pursuant to the provisions of the Escrow Agreement and, thereafter, "*Escrow Trustee*" shall mean the successor Escrow Trustee.

"*Financing Costs*" shall have the meaning given in Section 133.01 of the Ohio Revised Code.

"*Interest Payment Dates*" means June 1 and December 1 of each year that the Bonds are outstanding, commencing on the date specified in the Certificate of Award.

"*Mandatory Redemption Date*" shall have the meaning set forth in Section 3(b).

"*Mandatory Sinking Fund Redemption Requirements*" shall have the meaning set forth in Section 3(e)(i).

"*Mayor*" means the Mayor of the City or any person serving in an interim or acting capacity with respect to that office.

"*Original Purchaser*" means the purchaser of the Bonds specified in the Certificate of Award.

"*Participant*" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

"*Principal Payment Dates*" means December 1 in each of the years as determined necessary by the Director of Finance in the Certificate of Award, *provided* that the first Principal Payment Date shall occur no later than the earliest maturity date of the Refunded Bonds, and *provided further* that in no case shall the final Principal Payment Date exceed the maximum maturity limitation referred to in the preambles hereto, all of which determinations shall be made by the Director of Finance in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the City.

"*Redemption Date*" means the date designated by the Director of Finance in the Certificate of Award as the earliest practicable date on which the Refunded Bonds shall be redeemed in accordance with Section 10, *provided* that such Redemption Date shall be no later than ninety (90) days following the Closing Date.

"*Refunded Bonds*" means, collectively, the principal maturities of the Outstanding Bonds to be determined by the Director of Finance in the Certificate of Award as the maturities the refunding of which will be in the best interest of and to the financial advantage of the City.

"*Registrar Agreement*" means the Bond Registrar Agreement between the City and the Bond Registrar, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the Director of Finance, all in accordance with Section 4.

"*Regulations*" means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

"*Rule*" means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

"*SEC*" means the Securities and Exchange Commission.

"*Serial Bonds*" means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

"*Term Bonds*" means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

SECTION 2. Authorized Principal Amount and Purpose; Application of Proceeds. This City Council determines that it is necessary and in the best interest of the City to issue bonds of this City in the maximum principal amount of $5,900,000 (the "*Bonds*") for the purpose of paying the costs of refunding bonds previously issued by the City for the purpose of widening, reconstructing, and improving State Route 665 between North Meadows Drive and Hoover Road, including the intersections therewith, with related signage and striping, leisure path, drainage, utility relocation, and site improvements, paying engineering, design and legal expenses related thereto (the "*Improvement*"). The Bonds shall be issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The aggregate principal amount of Bonds to be issued shall not exceed the maximum principal amount specified in this Section 2 and shall be issued in an amount determined by the Director of Finance in the Certificate of Award to be the aggregate principal amount of Bonds required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of refunding the Refunded Bonds, other City monies available for the purpose, the estimates of the Financing Costs and the interest rates on the Bonds. The Refunded Bonds shall be determined by the Director of Finance in the Certificate of Award as the maturities of the Outstanding Bonds the refunding of which will be in the best interest of and to the financial advantage of the City.

The proceeds from the sale of the Bonds received by the City (or withheld by the Original Purchaser on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are hereby appropriated and shall be used for the purpose for which the Bonds are being issued, including without limitation but only to the extent not paid by others, the payment of the costs of issuing and servicing the Bonds, printing and delivery of the Bonds, legal services including obtaining the approving legal opinion of bond counsel, fees and expenses of any municipal advisor, paying agent, escrow trustee, verification consultant and rating agency, any fees or premiums relating to municipal bond insurance or other security arrangements determined necessary by the Director of Finance, and all other Financing Costs and costs incurred incidental to those purposes. The Certificate of Award may authorize the Original Purchaser to withhold certain proceeds from the purchase price of the Bonds to provide for the payment of Financing

Costs related to the Bonds on behalf of the City. Any portion of those proceeds received by the City representing premium (after payment of any Financing Costs identified in the Certificate of Award and in the Registrar Agreement) shall be used to pay costs of refunding the Refunded Bonds and/or be paid into the Bond Retirement Fund, with such determination being made by the Director of Finance in the Certificate of Award, consistent with the Director of Finance's determination of the best interest of and financial advantages to the City. Any portion of those proceeds received by the City representing accrued interest shall be paid into the Bond Retirement Fund.

SECTION 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, *provided* that their dated date shall not be more than sixty (60) days prior to the Closing Date.

(a) Interest Rates and Payment Dates. The Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of twelve 30-day months) as shall be determined by the Director of Finance, subject to subsection (c) of this Section 3, in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the Principal Payment Dates in principal amounts as shall be determined by the Director of Finance, subject to subsection (c) of this Section 3, in the Certificate of Award, which determination shall be in the best interest of and financially advantageous to the City.

Consistent with the foregoing and in accordance with the determination of the best interest of and financially advantageous to the City, the Director of Finance shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a "*Mandatory Redemption Date*") and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such as to demonstrate a net present value savings to the City due to the refunding of the Refunded Bonds, after taking into account all expenses related to that refunding and the issuance of the Bonds.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the designated corporate trust office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Director of Finance, in the name and on behalf of the City, in connection with the book entry system.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts being referred to as the "*Mandatory Sinking Fund Redemption Requirements*").

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to the Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. That option shall be exercised by the City on or before the 45th day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Director of Finance, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Director of Finance, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities and interest rates specified in the Certificate of Award (if any are so specified) shall be subject to optional redemption by and at the sole option of the City, in whole or in part in integral multiples of $5,000.00, on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Director of Finance in the Certificate of Award; *provided* that the redemption price for any optional redemption date shall not be greater than 103%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity (and interest rate within a maturity if applicable) to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Director of Finance to the Bond Registrar, given upon the direction of the City by passage of an ordinance or adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity (and interest rate within a maturity if applicable) of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity (or interest rate within a maturity if applicable) are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the City. If fewer than all of the Bonds of a single maturity (or interest rate within a maturity if applicable) are to be redeemed, the selection of Bonds of that maturity (or interest rate within a maturity if applicable) to be redeemed, or portions thereof in amounts of $5,000.00 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000.00 are then outstanding, each $5,000.00 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of $5,000.00. If it is determined that one or more, but not all, of the $5,000.00 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a $5,000.00 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the $5,000.00 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Sections 3(d) and 5, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds; *provided* that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

SECTION 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities; *provided* that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, shall be numbered as determined by the Director of Finance in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The Director of Finance is hereby authorized to designate in the Certificate of Award a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar. The Mayor and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Registrar Agreement between the City and the Bond Registrar, in substantially the form as is now on file with the Clerk of Council. The Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Registrar Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Registrar Agreement, except to the extent paid or reimbursed pursuant to the Certificate of Award or the Registrar Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond Proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Director of Finance on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

SECTION 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Register. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at its designated corporate trust office. Subject to the provisions of Sections 3(d) and 9(c), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond Proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 5. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated corporate trust office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond Proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Ordinance, if the Director of Finance determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Bonds may be issued in book entry form in accordance with the following provisions of this Section 5.

The Bonds may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized: (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity, and, if applicable, each interest rate within a maturity, and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent for that purpose, which may be the Bond Registrar; (ii) the beneficial owners of Bonds in book entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form and Authorized Denominations to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the City that the Director of Finance determines to be necessary in connection with a book entry system for the Bonds.

SECTION 6. Sale of the Bonds to the Original Purchaser. The Director of Finance is authorized to sell the Bonds at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the Director of Finance in the Certificate of Award, plus accrued interest (if any) on the Bonds from their date to the Closing Date, and shall be awarded by the Director of Finance with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law and the provisions of this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Ohio Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Ordinance.

The Director of Finance shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price.

The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The actions of the Mayor, the Director of Finance, the Director of Law, the Clerk of Council or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Bonds are hereby ratified and confirmed.

Section 7. Provision for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the four-mill limitation imposed by the Charter of the City, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

All special assessments collected for the Improvement described in Section 2 and any unexpended balance remaining in the special improvement fund after the cost and expenses of the Improvement have been paid shall be used for the payment of the debt charges on the Bonds until paid in full. In each year to the extent money from the levy of the special assessments for the Improvement is available for the payment of the debt charges on the Bonds and is appropriated for that purpose, the tax shall be reduced by the amount of money so available and appropriated.

In each year to the extent receipts from the City's municipal income tax are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, and to the extent not paid from special assessments, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and the laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the two preceding paragraphs in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Bonds.

SECTION 8. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance or any other officer of the City having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Bonds as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Bonds, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Bonds, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. The Director of Finance or any other officer of the City having responsibility for issuance of the Bonds is specifically authorized to designate the Bonds as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Each covenant made in this Section with respect to the Bonds is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Bonds.

SECTION 9. Official Statement, Rating, Bond Insurance, Continuing Disclosure and Financing Costs.

(a) Primary Offering Disclosure -- Official Statement. The Mayor and the Director of Finance are each authorized and directed, on behalf of the City and in their official capacities, to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, a disclosure document in the form of an official statement relating to the original issuance of the Bonds in substantially the form as is now on file with the Clerk of Council, (ii) determine, and to certify or otherwise represent, when the official statement is to be "deemed final" (except for permitted omissions) by the City as of its date or is a final official statement for purposes of paragraph (b) of the Rule, (iii) use and distribute, or authorize the use and distribution of those official statements and any supplements thereto in connection with the original issuance of the Bonds, and (iv) complete and sign those official statements and any supplements thereto as so approved, together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of those official statements and any supplements, as they may deem necessary or appropriate.

(b) Application for Rating or Bond Insurance. If, in the judgment of the Director of Finance, the filing of an application for (i) a rating on the Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this City, the Director of Finance is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid in accordance with the Certificate of Award or reimbursed pursuant to the Registrar Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Director of Finance is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the Director of Finance determines to be necessary in connection with the obtaining of that bond insurance.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the City agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The Mayor and the Director of Finance are each authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the City, in substantially the form as is now on file with the Clerk of Council. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement or amendments thereto.

The Director of Finance is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Director of Finance shall consult with and obtain legal advice from, as appropriate, the Director of Law and bond or other qualified independent special counsel selected by the City. The Director of Finance, acting in the name and on behalf of the City, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Bonds, to the extent not paid by the Original Purchaser and/or the Bond Registrar in accordance with the Certificate of Award or the Registrar Agreement, is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

SECTION 10. Call for Redemption; Escrow Trustee; Escrow Agreement; Escrow Fund. To the extent it is determined necessary by the Director of Finance in the Certificate of Award, to provide for the payment of the principal of and interest on the Refunded Bonds, the Director of Finance is hereby authorized to designate in the Certificate of Award a bank or trust company authorized to do business in the State of Ohio to act as the Escrow Trustee and the Mayor and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Escrow Agreement between the City and the Escrow Trustee, in substantially the form as is now on file with the Clerk of Council and if an Escrow Agreement is executed and delivered by the City, the Escrow Fund provided for in the Escrow Agreement shall be created as hereby authorized. The Escrow Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the Director of Finance, on behalf of the City, all of which shall be conclusively evidenced by the signing of the Escrow Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Escrow Agreement, except to the extent paid in accordance with the Certificate of Award or reimbursed pursuant to the Registrar Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

Acting pursuant to the Series 2009 Bond Ordinance which authorized the Series 2009 Bonds, the Refunded Bonds, as determined by the Director of Finance in the Certificate of Award to be refunded and called for redemption, are hereby called for redemption on the earliest practicable date as set forth in the Certificate of Award (the "*Redemption Date*") at the required redemption price of the principal amount thereof, and the Director of Finance is hereby authorized and directed to cause those Refunded Bonds to be called for redemption on the Redemption Date and arrange for the notice of redemption to be given in accordance with the applicable provisions of the Series 2009 Bond Ordinance.

For informational purposes, a certified copy of this Ordinance shall be sent by the Director of Finance to the current bond registrar for the Refunded Bonds.

In order to provide for the payment of (a) the interest on the Refunded Bonds on each interest payment date following the Closing Date and through the Redemption Date, (b) the principal and mandatory sinking fund payments (if any in each case) of the Refunded Bonds maturing on or prior to the Redemption Date, and (c) the principal of the Refunded Bonds to be called for redemption on the Redemption Date, the City covenants and agrees with the Escrow Trustee and with the owners of the Refunded Bonds that the City will take, and will cause the Escrow Trustee to take, all steps required by the terms of the Escrow Agreement to carry out such payments. The City will provide from the proceeds of the Bonds and other available funds in accordance with this Ordinance, moneys and investments sufficient to pay in full (a) the interest on the Refunded Bonds on each interest payment date following the Closing Date and through the Redemption Date, (b) the principal and mandatory sinking fund payments (if any in each case) of the Refunded Bonds maturing on or prior to the Redemption Date, and (c) the principal of the Refunded Bonds to be called for redemption on the Redemption Date. The City covenants and agrees with the Escrow Trustee and with the owners of the Refunded Bonds that the City will take, and will cause the Escrow Trustee to take, all steps required by the terms of this Ordinance, Section 133.34 of the Ohio Revised Code, and the Escrow Agreement to carry out such payments so that the Refunded Bonds are not deemed to be outstanding.

There shall be delivered to the Escrow Trustee for the Escrow Fund proceeds to be received from the sale of the Bonds and other available funds which shall be held in cash, or, if and to the extent determined by the Director of Finance to be financially advantageous to the City, invested in United States Treasury Obligations ("*Treasury Securities*"), State and Local Government Series ("*SLG Securities*") or other direct obligations of, or obligations guaranteed as to both principal and interest by, the United States of America as defined in Section 133.34 of the Ohio Revised Code (direct obligations and guaranteed obligations together with the SLG Securities, collectively, the "*Securities*").

The moneys in the Escrow Fund which shall be held in cash and Securities (if any) may, if and to the extent determined by the Director of Finance to be financially advantageous to the City, be certified by an independent public accounting firm of national reputation in a written report (the "*Verification Report*") to be of such maturities or redemption dates and interest payment dates, and to bear such interest, as will be sufficient together with any moneys in the Escrow Fund to be held in cash as contemplated by the Verification Report, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, to cause the Refunded Bonds to be deemed to be not outstanding as provided for in Section 133.34 of the Ohio Revised Code. The balance of the proceeds to be received from the sale of the Bonds, less any amount thereof contemplated by the Verification Report to be held in cash in the Escrow Fund and less any amount otherwise provided for herein, shall be used for the payment of costs related to the refunding and the issuance of the Bonds. The Director of Finance is hereby authorized to retain and designate in the Certificate of Award an independent public accounting firm of national reputation to prepare and deliver the Verification Report.

At the direction of the Director of Finance, the Escrow Trustee or the Original Purchaser is authorized to apply and subscribe for SLG Securities on behalf of the City. Further, if the Director of Finance determines that it would be in the best interest and to the financial advantage of the City to purchase Treasury Securities for deposit into the Escrow Fund, the Director of Finance or any other officer of the City, on behalf of the City and in their official capacity, may purchase and deliver such obligations, engage the services of a municipal advisor, bidding agent or similar entity for the purpose of facilitating the bidding, purchase and delivery of such obligations for, and any related structuring of, the Escrow Fund, execute such instruments as are deemed necessary to engage such services for such purpose, and provide further for the payment of the cost of obtaining such services, except to the extent paid by the Original Purchaser in accordance with the Purchase Agreement (if any), from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

Any such moneys, and Securities (if any), in addition thereto contemplated by the Verification Report to be held in cash, shall be held by the Escrow Trustee in trust and committed irrevocably to the payment of the principal of and interest on the Refunded Bonds.

SECTION 11. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Bonds and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The Director of Finance is authorized and directed, to the extent they are not paid or reimbursed pursuant to the Registrar Agreement, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

SECTION 12. Municipal Advisor. The services of Baker Tilly Municipal Advisors, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Bonds. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of pocket expenses it incurs in rendering those municipal advisory services. The Director of Finance is authorized and directed, to the extent they are not paid or reimbursed pursuant to the Registrar Agreement, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

SECTION 13. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance and an executed copy of the Certificate of Award to the County Auditor of Franklin County, Ohio.

SECTION 14. Satisfaction of Conditions for Bond Issuance. This City Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the City are pledged for the timely payment of the debt charges on the Bonds; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that the Bonds are being authorized and issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance, the Certificate of Award and other authorizing provisions of law.

SECTION 15. **Compliance with Open Meeting Requirements.** This City Council finds and determines that all formal actions of this City Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Council or any of its committees, and that all deliberations of this City Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code and the Charter of the City.

SECTION 16. This Ordinance shall take effect at the earliest opportunity allowed by law.

____
Steve Robinette, President of Council

Passed: ______________, 2019

____
Richard L. Stage, Mayor

Effective: ____________, 2019

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: 05/29/19	No.: C-27-19
Introduced By: Ms. Houk	1st Reading: 06/03/19
Committee: Finance	Public Notice: 06/04/19
Originated By: Mr. Turner	2nd Reading: 06/17/19
Sponsor : Mr. Schottke	Passed:____ Rejected:
Emergency:___ 30 Days: X	Codified:___ Code No:
Current Expense:________	Passage Publication:

ORDINANCE NO. C-27-19

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF $3,200,000.00 FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE CITY'S ROADWAY INFRASTRUCTURE SYSTEM BY CONSTRUCTING AND IMPROVING SEEDS ROAD, SOUTH MEADOWS DRIVE AND ENTERPRISE PARKWAY BETWEEN CERTAIN TERMINI, INCLUDING BUT NOT LIMITED TO WIDENING, EXCAVATING, GRADING AND PAVING, INSTALLING STORM SEWER, SANITARY SEWER AND WATER IMPROVEMENTS, STREET LIGHTING, CONDUIT, CURBS AND GUTTERS, SIDEWALKS, TRAILS CONNECTIONS, SIGNAGE, LANDSCAPING, AND EROSION CONTROL, TOGETHER WITH ALL RELATED AND NECESSARY APPURTENANCES THERETO

WHEREAS, City Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 2 and the maximum maturity of the Bonds described in Section 2; and

WHEREAS, the Director of Finance has certified to the City Council that the estimated life or period of usefulness of the Improvement is at least five (5) years and that the maximum maturity of the Bonds is at least twenty (20) years;

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

SECTION 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

"*Authorized Denominations*" means the denomination of $5,000.00 any integral multiple in excess thereof.

"*Bond Proceedings*" means, collectively, this Ordinance, the Certificate of Award, the Continuing Disclosure Agreement, the Registrar Agreement and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

"*Bond Register*" means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

"*Bond Registrar*" means a bank or trust company authorized to do business in the State of Ohio and designated by the Director of Finance in the Certificate of Award pursuant to Section 4 as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Registrar Agreement and, thereafter, "*Bond Registrar*" shall mean the successor Bond Registrar.

"*Bonds*" means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

"*Book entry form*" or "*book entry system*" means a form or system under which (a) the ownership of beneficial interests in the Bonds and the principal of and interest and any premium on the Bonds may be transferred only through a book entry, and (b) physical Bond certificates in fully registered form are issued by the City and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Bonds and that principal and interest.

"*Certificate of Award*" means the certificate authorized by Section 6, to be executed by the Director of Finance, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

"*City*" means the City of Grove City, Ohio.

"*Clerk of Council*" means the Clerk of Council of the City or any person serving in an interim or acting capacity with respect to that office.

"*Closing Date*" means the date of physical delivery of, and payment of the purchase price for, the Bonds.

"*Code*" means the Internal Revenue Code of 1986, as amended, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"*Continuing Disclosure Agreement*" means the Continuing Disclosure Agreement which shall constitute the continuing disclosure agreement made by the City for the benefit of the holders and beneficial owners of the Bonds in accordance with the Rule, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the Director of Finance, all in accordance with Section 9(c).

"*Depository*" means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Bonds or the principal of and interest and any premium on the Bonds, and to effect transfers of the Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"*Director of Finance*" means the Director of Finance of the City or any person serving in an interim or acting capacity with respect to that office.

"*Director of Law*" means the Director of Law of the City or any person serving in an interim or acting capacity with respect to that office.

"*Financing Costs*" shall have the meaning given in Section 133.01 of the Ohio Revised Code.

"*Interest Payment Dates*" means June 1 and December 1 of each year that the Bonds are outstanding, commencing on the date specified in the Certificate of Award.

"*Mandatory Redemption Date*" shall have the meaning set forth in Section 3(b).

"*Mandatory Sinking Fund Redemption Requirements*" shall have the meaning set forth in Section 3(e)(i).

"*Mayor*" means the Mayor of the City or any person serving in an interim or acting capacity with respect to that office.

"*Original Purchaser*" means the purchaser of the Bonds specified in the Certificate of Award.

"*Participant*" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

"*Principal Payment Dates*" means December 1 in each of the years from and including 2020 to and including 2039; *provided* that the first Principal Payment Date may be advanced up to one year and the last Principal Payment Date may be advanced by such number of years as determined necessary by the Director of Finance, and *provided further* that in no case shall the final Principal Payment Date exceed the maximum maturity limitation referred to in the preambles hereto, all of which determinations shall be made by the Director of Finance in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the City.

"*Registrar Agreement*" means the Bond Registrar Agreement between the City and the Bond Registrar, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the Director of Finance, all in accordance with Section 4.

"*Regulations*" means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

"*Rule*" means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

"*SEC*" means the Securities and Exchange Commission.

"*Serial Bonds*" means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

"*Term Bonds*" means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

SECTION 2. **Authorized Principal Amount and Purpose; Application of Proceeds.** This City Council determines that it is necessary and in the best interest of the City to issue bonds of this City in the maximum principal amount of $3,200,000.00 (the "*Bonds*") for the purpose of paying the costs of improving the City's roadway infrastructure system by constructing and improving Seeds Road, South Meadows Drive and Enterprise Parkway between certain termini, including but not limited to widening, excavating, grading and paving, installing storm sewer, sanitary sewer and water improvements, street lighting, conduit, curbs and gutters, sidewalks, trails connections, signage, landscaping, and erosion control, together with all related and necessary appurtenances thereto (the "*Improvement*"). The Bonds shall be issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The aggregate principal amount of Bonds to be issued shall not exceed the maximum principal amount specified in this Section 2 and shall be issued in an amount determined by the Director of Finance in the Certificate of Award to be the aggregate principal amount of Bonds required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of the Improvement, the estimates of the Financing Costs and the interest rates on the Bonds.

The proceeds from the sale of the Bonds received by the City (or withheld by the Original Purchaser on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are hereby appropriated and shall be used for the purpose for which the Bonds are being issued, including without limitation but only to the extent not paid by others, the payment of the costs of issuing and servicing the Bonds, printing and delivery of the Bonds, legal services including obtaining the approving legal opinion of bond counsel, fees and expenses of any municipal advisor, paying agent and rating agency, any fees or premiums relating to municipal bond insurance or other security arrangements determined necessary by the Director of Finance, and all other Financing Costs and costs incurred incidental to those purposes. The Certificate of Award may authorize the Original Purchaser to withhold certain proceeds from the purchase price of the Bonds to provide for the payment of Financing Costs related to the Bonds on behalf of the City. Any portion of those proceeds received by the City representing premium (after payment of any Financing Costs identified in the Certificate of Award and in the Registrar Agreement) or accrued interest shall be paid into the Bond Retirement Fund.

SECTION 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, *provided* that their dated date shall not be more than sixty (60) days prior to the Closing Date.

(a) Interest Rates and Payment Dates. The Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of twelve 30-day months) as shall be determined by the Director of Finance, subject to subsection (c) of this Section 3, in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the Principal Payment Dates in principal amounts as shall be determined by the Director of Finance, subject to subsection (c) of this Section 3, in the Certificate of Award, which determination shall be in the best interest of and financially advantageous to the City.

Consistent with the foregoing and in accordance with the determination of the best interest of and financially advantageous to the City, the Director of Finance shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a

"*Mandatory Redemption Date*") and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The net interest cost for the Bonds determined by taking into account the respective principal amounts of the Bonds and terms to maturity or Mandatory Sinking Fund Redemption Requirements of those principal amounts of Bonds shall not exceed 6.00%.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the designated corporate trust office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Director of Finance, in the name and on behalf of the City, in connection with the book entry system.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts being referred to as the "*Mandatory Sinking Fund Redemption Requirements*").

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to the Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. That option shall be exercised by the City on or before the 45th day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Director of Finance, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Director of Finance, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities and interest rates specified in the Certificate of Award (if any are so specified) shall be subject to optional redemption by and at the sole option of the City, in whole or in part in integral multiples of $5,000, on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Director of Finance in the Certificate of Award; *provided* that the redemption price for any optional redemption date shall not be greater than 103%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity (and interest rate within a maturity if applicable) to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Director of Finance to the Bond Registrar, given upon the direction of the City by passage of an ordinance or adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity (and interest rate within a maturity if applicable) of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity (or interest rate within a maturity if applicable) are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the City. If fewer than all of the Bonds of a single maturity (or interest rate within a maturity if applicable) are to be redeemed, the selection of Bonds of that maturity (or interest rate within a maturity if applicable) to be redeemed, or portions thereof in amounts of $5,000.00 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000.00 are then outstanding, each $5,000.00 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of $5,000.00. If it is determined that one or more, but not all, of the $5,000.00 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a $5,000.00 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the \$5,000.00 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Sections 3(d) and 5, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds; *provided* that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

SECTION 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities; *provided* that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, shall be numbered as determined by the Director of Finance in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The Director of Finance is hereby authorized to designate in the Certificate of Award a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar. The Mayor and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Registrar Agreement between the City and the Bond Registrar, in substantially the form as is now on file with the Clerk of Council. The Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Registrar Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Registrar Agreement, except to the extent paid or reimbursed pursuant to the Certificate of Award or the Registrar Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond Proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Director of Finance on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

SECTION 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Register. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at its designated corporate trust office. Subject to the provisions of Sections 3(d) and 9(c), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond Proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 5. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated corporate trust office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond Proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Ordinance, if the Director of Finance determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Bonds may be issued in book entry form in accordance with the following provisions of this Section 5.

The Bonds may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized: (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity, and, if applicable, each interest rate within a maturity, and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent for that purpose, which may be the Bond Registrar; (ii) the beneficial owners of Bonds in book entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form and Authorized Denominations to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the City, that the Director of Finance determines to be necessary in connection with a book entry system for the Bonds.

SECTION 6. <u>Sale of the Bonds to the Original Purchaser</u>. The Director of Finance is authorized to sell the Bonds at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the Director of Finance in the Certificate of Award, plus accrued interest (if any) on the Bonds from their date to the Closing Date, and shall be awarded by the Director of Finance with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law and the provisions of this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to

Section 133.30(B) of the Ohio Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Ordinance.

The Director of Finance shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price.

The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The actions of the Mayor, the Director of Finance, the Director of Law, the Clerk of Council or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Bonds are hereby ratified and confirmed.

SECTION 7. Provision for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the four-mill limitation imposed by the Charter of the City, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

In each year to the extent receipts from the City's municipal income tax are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and the laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Bonds.

SECTION 8. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance or any other officer of the City having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Bonds as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Bonds, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Bonds, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. The Director of Finance or any other officer of the City having responsibility for issuance of the Bonds is specifically authorized to designate the Bonds as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

SECTION 9. Official Statement, Rating, Bond Insurance, Continuing Disclosure and Financing Costs.

(a) Primary Offering Disclosure -- Official Statement. The Mayor and the Director of Finance are each authorized and directed, on behalf of the City and in their official capacities, to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, a disclosure document in the form of an official statement relating to the original issuance of the Bonds in substantially the form as is now on file with the Clerk of Council, (ii) determine, and to certify or otherwise represent, when the official statement is to be "deemed final" (except for permitted omissions) by the City as of its date or is a final official statement for purposes of paragraph (b) of the Rule, (iii) use and distribute, or authorize the use and distribution of those official statements and any supplements thereto in connection with the original issuance of the Bonds, and (iv) complete and sign those official statements and any supplements thereto as so approved, together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of those official statements and any supplements, as they may deem necessary or appropriate.

(b) Application for Rating or Bond Insurance. If, in the judgment of the Director of Finance, the filing of an application for (i) a rating on the Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this City, the Director of Finance is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid in accordance with the Certificate of Award or reimbursed pursuant to the Registrar Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Director of Finance is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the Director of Finance determines to be necessary in connection with the obtaining of that bond insurance.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the City agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The Mayor and the Director of Finance are each authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the City, in substantially the form as is now on file with the Clerk of Council. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement or amendments thereto.

The Director of Finance is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Director of Finance shall consult with and obtain legal advice from, as appropriate, the Director of Law and bond or other qualified independent special counsel selected by the City. The Director of Finance, acting in the name and on behalf of the City, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Bonds, to the extent not paid by the Original Purchaser and/or the Bond Registrar in accordance with the Certificate of Award or the Registrar Agreement, is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

SECTION 10. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Bonds and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The Director of Finance is authorized and directed, to the extent they are not paid or reimbursed pursuant to the Registrar Agreement, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

SECTION 11. Municipal Advisor. The services of Baker Tilly Municipal Advisors, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Bonds. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of pocket expenses it incurs in rendering those municipal advisory services. The Director of Finance is authorized and directed, to the extent they are not paid or reimbursed pursuant to the Registrar Agreement, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

SECTION 12. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance and an executed copy of the Certificate of Award to the County Auditor of Franklin County, Ohio.

SECTION 13. Satisfaction of Conditions for Bond Issuance. This City Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the City are pledged for the timely payment of the debt charges on the Bonds; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that the Bonds are being authorized and issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance, the Certificate of Award and other authorizing provisions of law.

SECTION 14. Compliance with Open Meeting Requirements. This City Council finds and determines that all formal actions of this City Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Council or any of its committees, and that all deliberations of this City Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code and the Charter of the City.

SECTION 15. This Ordinance shall take effect at the earliest opportunity allowed by law.

____
Steve Robinette, President of Council

Passed: ______________, 2019
Effective: ______________, 2019

____
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:	06/29/19	No.:	C-28-19
Introduced By:	Ms. Houk	1st Reading:	06/03/19
Committee:	Finance	Public Notice:	06/04/19
Originated By:	Mr. Turner	2nd Reading:	06/17/19
Sponsor :	Mr. Schottke	Passed: ____ Rejected:	
Emergency: ___ 30 Days:	X	Codified: ___ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE NO. C-28-19

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF $5,000,000.00 FOR THE PURPOSE OF PAYING THE COSTS OF VARIOUS PUBLIC INFRASTRUCTURE IMPROVEMENTS NECESSARY TO FACILITATE THE REDEVELOPMENT OF THE FORMER BEULAH PARK RACETRACK SITE INCLUDING, BUT NOT LIMITED TO, SITE PREPARATION, PAVING, INSTALLING STORM SEWER, SANITARY SEWER AND WATER IMPROVEMENTS, STREET LIGHTING, CURBS AND GUTTERS, SIDEWALKS, BIKE PATHS, SIGNAGE, LANDSCAPING AND PARK IMPROVEMENTS, TOGETHER WITH ALL RELATED AND NECESSARY APPURTENANCES THERETO

WHEREAS, this City Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 2 and the maximum maturity of the Bonds described in Section 2; and

WHEREAS, the Director of Finance has certified to this City Council that the estimated life or period of usefulness of the Improvement is at least five (5) years and that the maximum maturity of the Bonds is at least twenty (20) years.

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

SECTION 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

"*Authorized Denominations*" means the denomination of $5,000.00 any integral multiple in excess thereof.

"*Bond Proceedings*" means, collectively, this Ordinance, the Certificate of Award, the Continuing Disclosure Agreement, the Registrar Agreement and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

"*Bond Register*" means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

"*Bond Registrar*" means a bank or trust company authorized to do business in the State of Ohio and designated by the Director of Finance in the Certificate of Award pursuant to Section 4 as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Registrar Agreement and, thereafter, "*Bond Registrar*" shall mean the successor Bond Registrar.

"*Bonds*" means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

"*Book entry form*" or "*book entry system*" means a form or system under which (a) the ownership of beneficial interests in the Bonds and the principal of and interest and any premium on the Bonds may be transferred only through a book entry, and (b) physical Bond certificates in fully registered form are issued by the City and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Bonds and that principal and interest.

"*Certificate of Award*" means the certificate authorized by Section 6, to be executed by the Director of Finance, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

"*City*" means the City of Grove City, Ohio.

"*Clerk of Council*" means the Clerk of Council of the City or any person serving in an interim or acting capacity with respect to that office.

"*Closing Date*" means the date of physical delivery of, and payment of the purchase price for, the Bonds.

"*Code*" means the Internal Revenue Code of 1986, as amended, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"*Continuing Disclosure Agreement*" means the Continuing Disclosure Agreement which shall constitute the continuing disclosure agreement made by the City for the benefit of the holders and beneficial owners of the Bonds in accordance with the Rule, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the Director of Finance, all in accordance with Section 9(c).

"*Depository*" means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Bonds or the principal of and interest and any premium on the Bonds, and to effect transfers of the Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"*Director of Finance*" means the Director of Finance of the City or any person serving in an interim or acting capacity with respect to that office.

"*Director of Law*" means the Director of Law of the City or any person serving in an interim or acting capacity with respect to that office.

"*Financing Costs*" shall have the meaning given in Section 133.01 of the Ohio Revised Code.

"*Interest Payment Dates*" means June 1 and December 1 of each year that the Bonds are outstanding, commencing on the date specified in the Certificate of Award.

"*Mandatory Redemption Date*" shall have the meaning set forth in Section 3(b).

"*Mandatory Sinking Fund Redemption Requirements*" shall have the meaning set forth in Section 3(e)(i).

"*Mayor*" means the Mayor of the City or any person serving in an interim or acting capacity with respect to that office.

"*Original Purchaser*" means the purchaser of the Bonds specified in the Certificate of Award.

"*Participant*" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

"*Principal Payment Dates*" means December 1 in each of the years from and including 2020 to and including 2039; *provided* that the first Principal Payment Date may be advanced up to one year and the last Principal Payment Date may be advanced by such number of years as determined necessary by the Director of Finance, and *provided further* that in no case shall the final Principal Payment Date exceed the maximum maturity limitation referred to in the preambles hereto, all of which determinations shall be made by the Director of Finance in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the City.

"*Registrar Agreement*" means the Bond Registrar Agreement between the City and the Bond Registrar, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the Director of Finance, all in accordance with Section 4.

"*Regulations*" means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

"*Rule*" means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

"*SEC*" means the Securities and Exchange Commission.

"*Serial Bonds*" means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

"*Term Bonds*" means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

SECTION 2. Authorized Principal Amount and Purpose; Application of Proceeds. This City Council determines that it is necessary and in the best interest of the City to issue bonds of this City in the maximum principal amount of $5,000,000.00 (the "*Bonds*") for the purpose of paying the costs of various public infrastructure improvements necessary to facilitate the redevelopment of the former Beulah Park racetrack site including, but not limited to, site preparation, paving, installing storm sewer, sanitary sewer and water improvements, street lighting, curbs and gutters, sidewalks, bike paths, signage, landscaping and park improvements, together with all related and necessary appurtenances thereto (the "*Improvement*"). The Bonds shall be issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The aggregate principal amount of Bonds to be issued shall not exceed the maximum principal amount specified in this Section 2 and shall be issued in an amount determined by the Director of Finance in the Certificate of Award to be the aggregate principal amount of Bonds required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of the Improvement, the estimates of the Financing Costs and the interest rates on the Bonds.

The proceeds from the sale of the Bonds received by the City (or withheld by the Original Purchaser on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are hereby appropriated and shall be used for the purpose for which the Bonds are being issued, including without limitation but only to the extent not paid by others, the payment of the costs of issuing and servicing the Bonds, printing and delivery of the Bonds, legal services including obtaining the approving legal opinion of bond counsel, fees and expenses of any municipal advisor, paying agent and rating agency, any fees or premiums relating to municipal bond insurance or other security arrangements determined necessary by the Director of Finance, and all other Financing Costs and costs incurred incidental to those purposes. The Certificate of Award may authorize the Original Purchaser to withhold certain proceeds from the purchase price of the Bonds to provide for the payment of Financing Costs related to the Bonds on behalf of the City. Any portion of those proceeds received by the City representing premium (after payment of any Financing Costs identified in the Certificate of Award and in the Registrar Agreement) or accrued interest shall be paid into the Bond Retirement Fund.

SECTION 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, *provided* that their dated date shall not be more than sixty (60) days prior to the Closing Date.

(a) Interest Rates and Payment Dates. The Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of twelve 30-day months) as shall be determined by the Director of Finance, subject to subsection (c) of this Section 3, in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the Principal Payment Dates in principal amounts as shall be determined by the Director of Finance, subject to subsection (c) of this Section 3, in the Certificate of Award, which determination shall be in the best interest of and financially advantageous to the City.

Consistent with the foregoing and in accordance with the determination of the best interest of and financially advantageous to the City, the Director of Finance shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a "*Mandatory Redemption Date*") and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The net interest cost for the Bonds determined by taking into account the respective principal amounts of the Bonds and terms to maturity or Mandatory Sinking Fund Redemption Requirements of those principal amounts of Bonds shall not exceed 6.00%.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the designated corporate trust office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Director of Finance, in the name and on behalf of the City, in connection with the book entry system.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts being referred to as the "*Mandatory Sinking Fund Redemption Requirements*").

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to the Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. That option shall be exercised by the City on or before the 45th day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Director of Finance, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Director of Finance, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities and interest rates specified in the Certificate of Award (if any are so specified) shall be subject to optional redemption by and at the sole option of the City, in whole or in part in integral multiples of $5,000.00, on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Director of Finance in the Certificate of Award; *provided* that the redemption price for any optional redemption date shall not be greater than 103%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity (and interest rate within a maturity if applicable) to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Director of Finance to the Bond Registrar, given upon the direction of the City by passage of an ordinance or adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity (and interest rate within a maturity if applicable) of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity (or interest rate within a maturity if applicable) are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the City. If fewer than all of the Bonds of a single maturity (or interest rate within a maturity if applicable) are to be redeemed, the selection of Bonds of that maturity (or interest rate within a maturity if applicable) to be redeemed, or portions thereof in amounts of $5,000.00 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000.00 are then outstanding, each $5,000.00 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of $5,000.00. If it is determined that one or more, but not all, of the $5,000.00 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a $5,000.00 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the $5,000.00 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Sections 3(d) and 5, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds; *provided* that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

SECTION 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities; *provided* that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, shall be numbered as determined by the Director of Finance in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The Director of Finance is hereby authorized to designate in the Certificate of Award a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar. The Mayor and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Registrar Agreement between the City and the Bond Registrar, in substantially the form as is now on file with the

Clerk of Council. The Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Registrar Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Registrar Agreement, except to the extent paid or reimbursed pursuant to the Certificate of Award or the Registrar Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond Proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Director of Finance on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

SECTION 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Register. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at its designated corporate trust office. Subject to the provisions of Sections 3(d) and 9(c), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond Proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 5. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated corporate trust office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond Proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Ordinance, if the Director of Finance determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Bonds may be issued in book entry form in accordance with the following provisions of this Section 5.

The Bonds may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized: (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity, and, if applicable, each interest rate within a maturity, and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent for that purpose, which may be the Bond Registrar; (ii) the beneficial owners of Bonds in book entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form and Authorized Denominations to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the City that the Director of Finance determines to be necessary in connection with a book entry system for the Bonds.

SECTION 6. Sale of the Bonds to the Original Purchaser. The Director of Finance is authorized to sell the Bonds at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the Director of Finance in the Certificate of Award, plus accrued interest (if any) on the Bonds from their date to the Closing Date, and shall be awarded by the Director of Finance with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law and the provisions of this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Ohio Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Ordinance.

The Director of Finance shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price.

The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The actions of the Mayor, the Director of Finance, the Director of Law, the Clerk of Council or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Bonds are hereby ratified and confirmed.

SECTION 7. Provision for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the four-mill limitation imposed by the Charter of the City, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

In each year to the extent receipts from the City's municipal income tax are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and the laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Bonds.

SECTION 8. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance or any other officer of the City having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Bonds as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Bonds, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Bonds, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. The Director of Finance or any other officer of the City having responsibility for issuance of the Bonds is specifically authorized to designate the Bonds as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

SECTION 9. Official Statement, Rating, Bond Insurance, Continuing Disclosure and Financing Costs.

(a) Primary Offering Disclosure -- Official Statement. The Mayor and the Director of Finance are each authorized and directed, on behalf of the City and in their official capacities, to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, a disclosure document in the form of an official statement relating to the original issuance of the Bonds in substantially the form as is now on file with the Clerk of Council, (ii) determine, and to certify or otherwise represent, when the official statement is to be "deemed final" (except for permitted omissions) by the City as of its date or is a final official statement for purposes of paragraph (b) of the Rule, (iii) use and distribute, or authorize the use and distribution of those official statements and any supplements thereto in connection with the original issuance of the Bonds, and (iv) complete and sign those official statements and any supplements thereto as so approved, together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of those official statements and any supplements, as they may deem necessary or appropriate.

(b) Application for Rating or Bond Insurance. If, in the judgment of the Director of Finance, the filing of an application for (i) a rating on the Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this City, the Director of Finance is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid in accordance with the Certificate of Award or reimbursed pursuant to the Registrar Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Director of Finance is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the Director of Finance determines to be necessary in connection with the obtaining of that bond insurance.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the City agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The Mayor and the Director of Finance are each authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the City, in substantially the form as is now on file with the Clerk of Council. The

Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement or amendments thereto.

The Director of Finance is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Director of Finance shall consult with and obtain legal advice from, as appropriate, the Director of Law and bond or other qualified independent special counsel selected by the City. The Director of Finance, acting in the name and on behalf of the City, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Bonds, to the extent not paid by the Original Purchaser and/or the Bond Registrar in accordance with the Certificate of Award or the Registrar Agreement, is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

SECTION 10. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Bonds and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The Director of Finance is authorized and directed, to the extent they are not paid or reimbursed pursuant to the Registrar Agreement, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

SECTION 11. Municipal Advisor. The services of Baker Tilly Municipal Advisors, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Bonds. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of pocket expenses it incurs in rendering those municipal advisory services. The Director of Finance is authorized and directed, to the extent they are not paid or reimbursed pursuant to the Registrar Agreement, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

SECTION 12. **Certification and Delivery of Ordinance and Certificate of Award.** The Clerk of Council is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance and an executed copy of the Certificate of Award to the County Auditor of Franklin County, Ohio.

SECTION 13. **Satisfaction of Conditions for Bond Issuance.** This City Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the City are pledged for the timely payment of the debt charges on the Bonds; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that the Bonds are being authorized and issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance, the Certificate of Award and other authorizing provisions of law.

SECTION 14. **Compliance with Open Meeting Requirements.** This City Council finds and determines that all formal actions of this City Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Council or any of its committees, and that all deliberations of this City Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code and the Charter of the City.

SECTION 15. This Ordinance shall take effect at the earliest opportunity allowed by law.

____
Steve Robinette, President of Council

Passed: ____________________

____
Richard L. Stage, Mayor

Effective: Attest:

____
Tami K. Kelly, MMC, Clerk of Council

I certify that this Ordinance is correctas to form.

____
Stephen J. Smith, Director of Law

Date:	05/29/19	No.:	C-29-19
Introduced By:	Ms. Houk	1st Reading:	06/03/19
Committee:	Finance	Public Notice:	06/04/19
Originated By:	Mr. Turner	2nd Reading:	06/17/19
Sponsor :	Mr. Schottke	Passed:____	Rejected:
Emergency:___	30 Days: X	Codified:___	Code No:
Current Expense:		Passage Publication:	

ORDINANCE C-29-19

DECLARING THE IMPROVEMENT TO CERTAIN PARCELS OF REAL PROPERTY IN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS IN LIEU OF TAXES AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; REQUIRING THE DISTRIBUTION OF THE APPLICABLE PORTION OF THOSE SERVICE PAYMENTS TO THE SOUTH-WESTERN SCHOOL DISTRICT; AND ESTABLISHING A TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THE REMAINDER OF THOSE SERVICE PAYMENTS

WHEREAS, the City has determined to facilitate the redevelopment of the parcels of real property located in the City and identified in Exhibit A (collectively, the "Project"); and

WHEREAS, in support of the redevelopment plan for the Project established in the Development Agreement, the City desires to establish a TIF area that includes the Parcels (as defined in Section 1) on which the Project will be developed; and

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42, and 5709.43 (collectively, the "TIF Act") authorize this Council, by ordinance, to declare the improvement to parcels of real property located within the City to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a municipal public improvement tax increment equivalent fund for the deposit of those service payments, and specify the purposes for which money in that fund will be expended; and

WHEREAS, since a portion of the Parcels will be used for residential purposes as defined by ORC 5709.40, and in order to declare residential improvements to be a public purpose under that ORC 5709.40, such Parcels must be located in a "blighted area" of an "impacted city", each as defined in ORC 1.08 and 1728.01; and

WHEREAS, the City has conducted a blight assessment and study of the parcels, which assessment (the "Blight Study"), which study concluded that the parcels are a "blighted area" as that term is defined in ORC 1.08 and 1728.01, and that assessment and study and those findings have been submitted to this Council; and

WHEREAS, the Director of the Ohio Developmental Services Agency has certified Grove City to be an "impacted city" within the meaning of ORC 5709.41 and 1728.01, and that certification remains in effect; and

WHEREAS, to facilitate the desired redevelopment of the Parcels, this Council has determined that it is necessary and appropriate and in the best interest of the City to exempt from taxation one hundred percent (100%) of the improvement to each Parcel as permitted and provided in ORC 5709.40(B), as applicable, for up to thirty (30) years and to simultaneously direct and require the current and future owners of each Parcel (each individually an "Owner" and collectively the "Owners") to make annual Service Payments (as defined in Section 5 of this Ordinance) in lieu of real property tax payments, in the same amount as they would have made real property tax payments except for the exemption provided by this Ordinance; and

WHEREAS, the City has determined that a portion of the Service Payments shall be paid directly to the South-Western City School District (the "School District") in an amount equal to the real property taxes that School District would have been paid if the improvement to each Parcel located within that School District had not been exempt from taxation pursuant to this Ordinance; and

WHEREAS, notice of this proposed ordinance has been delivered to the Board of Education of the South-Western City School District in accordance with and within the time periods prescribed in ORC 5709.40 and 5709.83.

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

SECTION 1. Parcels. The real property subject to this ordinance is identified and depicted on Exhibit A (as currently or subsequently configured, the "Parcels", with each individual parcel a "Parcel").

SECTION 2. Blight and Impacted City. This Council hereby finds that (i) on the basis of the Blight Study, the Parcels are within a "blighted area" within the meaning of ORC 1.08, 1728.01 and 5709.40, and (ii) the City is an "impacted city" within the meaning of ORC 1728.01.

SECTION 3. Public Infrastructure Improvements. This Council hereby designates the public infrastructure improvements described in Exhibit B (the "Public Infrastructure Improvements") and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made or in the process of being made by the City that directly benefit, or that once made will directly benefit, the Parcels.

SECTION 4. Exemption. This Council hereby finds and determines that one hundred percent (100%) of the increase in assessed value of each Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the "Improvement" as defined in ORC 5709.40(A)) is hereby declared to be a public purpose and exempt from taxation for a period commencing, for each separately identifiable Parcel, on January 1 of the first tax year in which at least an aggregate of Fifty Thousand Dollars ($50,000.00) of Improvements would appear on the tax list and duplicate for such tax year for such Parcel were it not for the exemption granted by this ordinance and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act. The exemption provided by this ordinance is subordinate to any exemption for a Parcel granted pursuant to ORC 3735.65 et. seq. (community reinvestment area).

SECTION 5. Service Payments. As provided in ORC 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allocable to each Parcel to the Franklin County Treasurer on or before the final dates for payment of real property taxes. The service payments in lieu of taxes will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 4, including any penalties and interest (collectively, the "Service Payments"). The Service Payments, and any other payments with respect to each Improvement that are received in connection with the reduction required by ORC 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments"), will be deposited and distributed in accordance with Section 7.

SECTION 6. TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC 5709.43, the Beulah Park Municipal Public Improvement Tax Increment Equivalent Fund (the "TIF Fund"), into which the Service Payments and Property Tax Rollback Payments collected with respect to the Parcels will be deposited. The TIF Fund will be maintained in the custody of the City. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Act and this ordinance (as it may be amended). The TIF Fund will remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City's General Fund, all in accordance with ORC 5709.43.

SECTION 7. Distributions; Payment of Costs. Pursuant to the TIF Act, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments as follows:

a. To the South-Western City School District, an amount equal to the amount the School District would otherwise receive as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this ordinance.

b. To the City, all remaining amounts for further deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements.

All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions.

SECTION 8. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Administrator, the Finance Director, the Clerk of Council or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Development Services Agency and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes and directs the Mayor, the City Administrator, the Finance Director, the Clerk of Council, the Director of Law or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance.

SECTION 9. This Ordinance shall take effect at the earliest opportunity allowed by law.

Steve Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, NMC, Clerk of Council

I certify that this
Ordinance is correct as to form.

Stephen J. Smith, Director of Law

EXHIBIT A
IDENTIFICATION AND MAP OF THE PARCELS

The Parcels include the former Beulah Park racetrack, supporting facilities and parking. The following map specifically identifies and depicts the Parcels (those within the dashed line) and constitutes part of this Exhibit A.

EXHIBIT B
PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any "public infrastructure improvement" defined under ORC 5709.40(A)(8) and that directly benefits the Parcels and specifically include, but are not limited to, the following improvements that will directly benefit the Parcels and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC 133.15(B)):

- **Roadways**. Construction, reconstruction, extension, opening, improving, maintaining, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto, including, without limitation, construction of public roads on or adjacent to the Parcels, the extension of Columbus Street and Park Street, and improvements to Southwest Boulevard and Demorest Road.

- **Parking**. Construction, reconstruction, improving, and equipping of surface or structured public parking facilities.

- **Water/Sewer**. Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto, including, without limitation, water and sewer lines constructed within rights of way adjacent to the Parcels.

- **Environmental/Health**. Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Parcels or the Public Infrastructure Improvements, and the construction of public health facilities.

- **Utilities**. Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in "Roadways" above.

- **Stormwater**. Construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- **Demolition**. Demolition, including demolition of the existing structures on the Parcels.

- **Parks**. Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto, including, without limitation, the parks to be located on the Parcels and owned by the City or any new community authority encompassing all or some of the Parcels.

- **Streetscape/Landscape**. Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in "Roadways" above.

- **Real Estate**. Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research, including acquisition of interests in the Parcels necessary for redevelopment of the Parcels.

- **Professional Services**. Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.