

**GROVE CITY, OHIO COUNCIL  
LEGISLATIVE AGENDA**

*February 21, 2017*

*6:30 - Caucus*

*7:00 - Reg. Meet.*

Presentations:

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FINANCE: Mr. Davis

- Ordinance C-07-17     Appropriate \$2,000,000.00 from the Water and Sewer Funds for the Current Expense of the Construction to provide water and sewer services on Stringtown Road. First reading.
- Ordinance C-08-17     Appropriate \$103,303.08 from the General Fund for the Current Expense of Purchasing and Installing an Accessible Playground and other related improvements for the Dream Field at Windsor Park. First reading.
- Ordinance C-09-17     Declare the Improvement of Certain Parcels located along Stringtown Road to be a Public Purpose and Exempt from Taxation; providing for the Collection and Deposit of Service Payments and specifying the purposes for which those service payments may be expended; Authorizing Make-Whole Compensation Payments to the South Western City School District; and Authorizing the Execution of a Tax Increment Financing Agreement and an Economic Development Agreement with OhioHealth Corporation. First reading.
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LANDS: Mr. Bennett

- Ordinance C-06-17     Approve the Rezoning of 2102 Edwards Road from SF-1 to C-1 (Service Commercial). Second reading and public hearing.
- Ordinance C-10-17     Approve a Special Use Permit for a Drive-thru for Brew Thru located at 3188 Southwest Blvd. First reading.
- Resolution CR-04-17     Approve the Development Plan for Buckeye Grove Medical Office Building located at the Northeast corner of Hoover Rd. and S.R. 665.
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ON FILE: Minutes of: 02/06/17 – Council meeting

02/07/17 – Plan. Comm.

Date: 02/14/16  
Introduced By: Mr. Davis  
Committee: Finance  
Originated By: Mr. Turner  
Approved: Mr. Boso  
Emergency: 30 Days:  
Current Expense: XX

No.: C-07-17  
1st Reading: 02/21/17  
Public Notice: 02/24/17  
2nd Reading: 03/06/17  
Passed: Rejected:  
Codified: Code No:  
Passage Publication:

## ORDINANCE C-07-17

### AN ORDINANCE TO APPROPRIATE \$2,000,000.00 FROM THE WATER AND SEWER FUNDS FOR THE CURRENT EXPENSE OF THE CONSTRUCTION TO PROVIDE WATER AND SEWER SERVICE ON STRINGTOWN ROAD

WHEREAS, it is necessary to proceed with construction of water and sanitary sewer improvements to expand the City's public water and sewer system on Stringtown Road; and

WHEREAS, the proposed water and sanitary sewer service is necessary for economic development on Stringtown Road, east of Buckeye Parkway; and

WHEREAS, Resolution CR-65-16 authorized the City to apply for a \$1,000,000.00 low interest loan through Franklin County's Infrastructure Bank Program to assist with funding of the project; and

WHEREAS, an appropriation of funds is necessary in order for the City to proceed with construction of water and sewer lines.

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

SECTION 1: There hereby is appropriated \$1,000,000.00 from the unappropriated monies of the Water Fund to Account #501000.577000 for the current expense of Stringtown Road Water improvements.

SECTION 2: There hereby is appropriated \$1,000,000.00 from the unappropriated monies of the Sanitary Sewer Fund to Account #502800.577000 for the current expense of Stringtown Road Sewer improvements.

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

\_\_\_\_\_  
Roby Schottke, President of Council

Passed:  
Effective:

\_\_\_\_\_  
Richard L. Stage, Mayor

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

\_\_\_\_\_  
Stephen J. Smith, Director of Law

|                      |                 |
|----------------------|-----------------|
| No.:                 | C-08-17         |
| 1st Reading:         | 02/21/17        |
| Public Notice:       | 02/24/17        |
| 2nd Reading:         | 03/06/17        |
| Passed: _____        | Rejected: _____ |
| Codified: _____      | Code No: _____  |
| Passage Publication: |                 |

AN ORDINANCE TO APPROPRIATE \$103,303.08 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF PURCHASING AND INSTALLING AN ACCESSIBLE PLAYGROUND AND OTHER RELATED IMPROVEMENTS FOR THE DREAM FIELD AT WINDSOR PARK

Michael A. Turner, Director of Finance

Date: 02/14/17  
Introduced By: Mr. Davis  
Committee: Finance  
Originated By: Mr. Turner  
Approved: Mr. Boso  
Emergency: 30 Days:       
Current Expense: XX

No.: C-09-17  
1st Reading: 02/21/17  
Public Notice: 02/24/17  
2nd Reading: 03/06/17  
Passed:      Rejected:       
Codified:      Code No:       
Passage Publication:     

## ORDINANCE NO. C-09-17

DECLARING THE IMPROVEMENT TO CERTAIN PARCELS LOCATED ALONG  
STRINGTOWN ROAD TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION;  
PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND  
SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE  
EXPENDED; AUTHORIZING MAKE-WHOLE COMPENSATION PAYMENTS TO THE  
SOUTHWESTERN CITY SCHOOL DISTRICT; AND AUTHORIZING THE EXECUTION OF A TAX  
INCREMENT FINANCING AGREEMENT AND AN ECONOMIC DEVELOPMENT AGREEMENT

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WHEREAS, Ohio Revised Code (“*ORC*”) Sections 5709.40, 5709.42, and 5709.43 (collectively, the “*TIF Statutes*”) 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, the City desires to implement a tax increment financing program on the Parcels (as defined in Section 1) pursuant to the TIF Statutes to encourage the development of the Parcels by funding certain public infrastructure improvements, including improvements to Stringtown Road; and

WHEREAS, the OhioHealth Corporation, a corporation organized and existing under the laws of the State of Ohio (the “*Developer*”), plans to develop a +/- 80,000 square foot medical center and +/- 40,000 square foot medical office building with a total of 120,000 for the first phase of the project on the property depicted in **EXHIBIT A** attached hereto (such property located on Stringtown Road east of Buckeye Parkway and west of State Route 104), and the Developer believes the future phases could grow the project to over 200,000 square feet on that property (the “*Project*”); and

WHEREAS, to support the development of the Project and the City intends to widen and other improvements to approximately 1,800 linear feet of Stringtown Road between two existing tapered road segments east of Buckeye Parkway and west of State Route 104 (the “*Stringtown Road Improvements*”); and

WHEREAS, the Developer is willing to make a monetary contribution of \$2,500,000 to the City to assist the City in paying for the costs of the Stringtown Road Improvements, provided that the Developer is reimbursed from tax increment financing revenues generated by the Project; and

WHEREAS, to further support the development of the Project, the City intends to make certain public utility improvements including the extension of public water and sewer mains so that the Project can tap into the City’s water and sanitary sewer system; and

WHEREAS, the Developer is willing to make a monetary contribution of \$440,000 to the City to assist the City in paying for the costs of the utility extensions; and

WHEREAS, the City's Department of Development has determined that development of the Project will result in the creation of a significant number of new jobs and employment opportunities within the City, that the Stringtown Road Improvements and the public utility improvements are necessary for the proper development of the Project, and that construction of the Stringtown Road Improvements and the public utility improvements, and the reimbursement of the Developer for its contribution to pay costs of the Stringtown Road Improvements, are necessary inducements to cause the Developer to develop the Project on the Parcels;

WHEREAS, notice of this proposed ordinance has been delivered to the Board of Education of the Southwestern City School District in accordance with and within the time periods prescribed in ORC Sections 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 parcels of real property subject to the exemption granted by this ordinance are identified and depicted in **EXHIBIT A** attached hereto (each, as currently or subsequently configured, individually, a "*Parcel*" and collectively, the "*Parcels*").

**SECTION 2. 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 3. Authorization of Tax Exemption.** This Council hereby finds and determines that 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 Section 5709.40(A)) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the date an Improvement attributable to a new structure on that Parcel first appears on the tax list and duplicate were it not for the exemption granted in this ordinance and ending on the earlier of (a) 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 Statutes.

**SECTION 4. Service Payments and Property Tax Rollback Payments.** As provided in ORC Section 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 3, including any penalties and interest (collectively, the "*Service Payments*"). The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by ORC Sections 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 6.

**SECTION 5. TIF Fund.** This Council hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, the East Stringtown Road Municipal Public Improvement Tax Increment Equivalent Fund (the "*TIF Fund*"). The TIF Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 6 of this ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement of each Parcel and so deposited pursuant to Ohio Revised Code Section 5709.42 shall be used solely for the purposes authorized in the TIF Statutes or this ordinance. The TIF Fund shall remain in existence so long as such Service

Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with Ohio Revised Code Section 5709.43.

**SECTION 6. Distributions; Payment of Costs.** Pursuant to the TIF Statutes, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments as follows:

(i) To the Southwestern 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.

(ii) 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 7. Tax Increment Financing Agreement and Economic Development Agreement.** The form of Tax Increment Financing Agreement between the City and the Developer, or its designee (the "*TIF Agreement*") presently on file with the Clerk of Council, providing for reimbursement to the Developer for its monetary contribution to pay for costs of the Stringtown Road Improvements, is hereby approved and authorized with changes therein not inconsistent with this ordinance and not substantially adverse to the City and which shall be approved by the City Administrator. The form of Economic Development Agreement between the City and the Developer, or its designee (the "*Economic Development Agreement*" and together with the TIF Agreement, the "*Agreements*") presently on file with the Clerk of Council, for the construction of the Project, the creation new jobs, the construction of the Stringtown Road Improvements and utility improvements, and the contribution by the Developer to the costs of the utility improvements, is hereby approved and authorized with changes therein not inconsistent with this ordinance and not substantially adverse to the City and which shall be approved by the City Administrator. The City Administrator, for and in the name of this City, is hereby authorized to execute and deliver the Agreements in substantially those forms (as may be so changed or completed) to the Developer, provided that the approval of the changes thereto by the City Administrator, and the character of those changes as not being substantially adverse to the City, shall be evidenced conclusively by the City Administrator's execution thereof.

**SECTION 8. Further Authorizations.** This Council hereby authorizes and directs the Mayor, the City Administrator, the Director of Finance, the Director of Law, the Clerk of Council or other appropriate officers of the City to make such arrangements as are necessary and proper for collection of the Service Payments and the Property Tax Rollback Payments and payment of those Service Payments and Property Tax Rollback Payments to the Developer pursuant to the terms of the TIF Agreement, and such funds are hereby appropriated for that purpose. This City Council further hereby authorizes and directs the City Administrator, the Director of Finance, the Director of Law, the Clerk of Council or other appropriate officers of the City to prepare and sign all documents and instruments and to take any other actions as may be appropriate to implement this ordinance.

**SECTION 9. Tax Incentive Review Council.** The applicable Tax Incentive Review Council, with the membership of that Council to be constituted in accordance with Ohio Revised Code Section 5709.85, shall, in accordance with Ohio Revised Code Section 5709.85, review annually all exemptions from real property taxation granted by this ordinance and any other such matters as may properly come before that Council, all in accordance with Ohio Revised Code Section 5709.85.

**SECTION 10. Filings with Ohio Development Services Agency.** The City Administrator is hereby directed to deliver a copy of this ordinance to the Director of the Ohio Development Services Agency within fifteen days after its effective date. Further, and on or before March 31 of each year that the tax exemption authorized by Section 3 remains in effect, the City Administrator or other authorized officer of the City is directed to prepare and submit to the Director of the Ohio Development Services Agency the status report required under the TIF Statutes.

**SECTION 11. Open Meetings.** This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this City Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

**SECTION 12. Effective Date.** This ordinance shall go into effect at the earliest opportunity allowed by law.

\_\_\_\_\_  
Roby Schottke, President of Council

Passed: \_\_\_\_\_, 2017

\_\_\_\_\_  
Richard L. Stage, Mayor

Effective: \_\_\_\_\_, 2017

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I certify that this Ordinance is correct  
as to form.

\_\_\_\_\_  
Stephen J. Smith, Director of Law

## **EXHIBIT A**

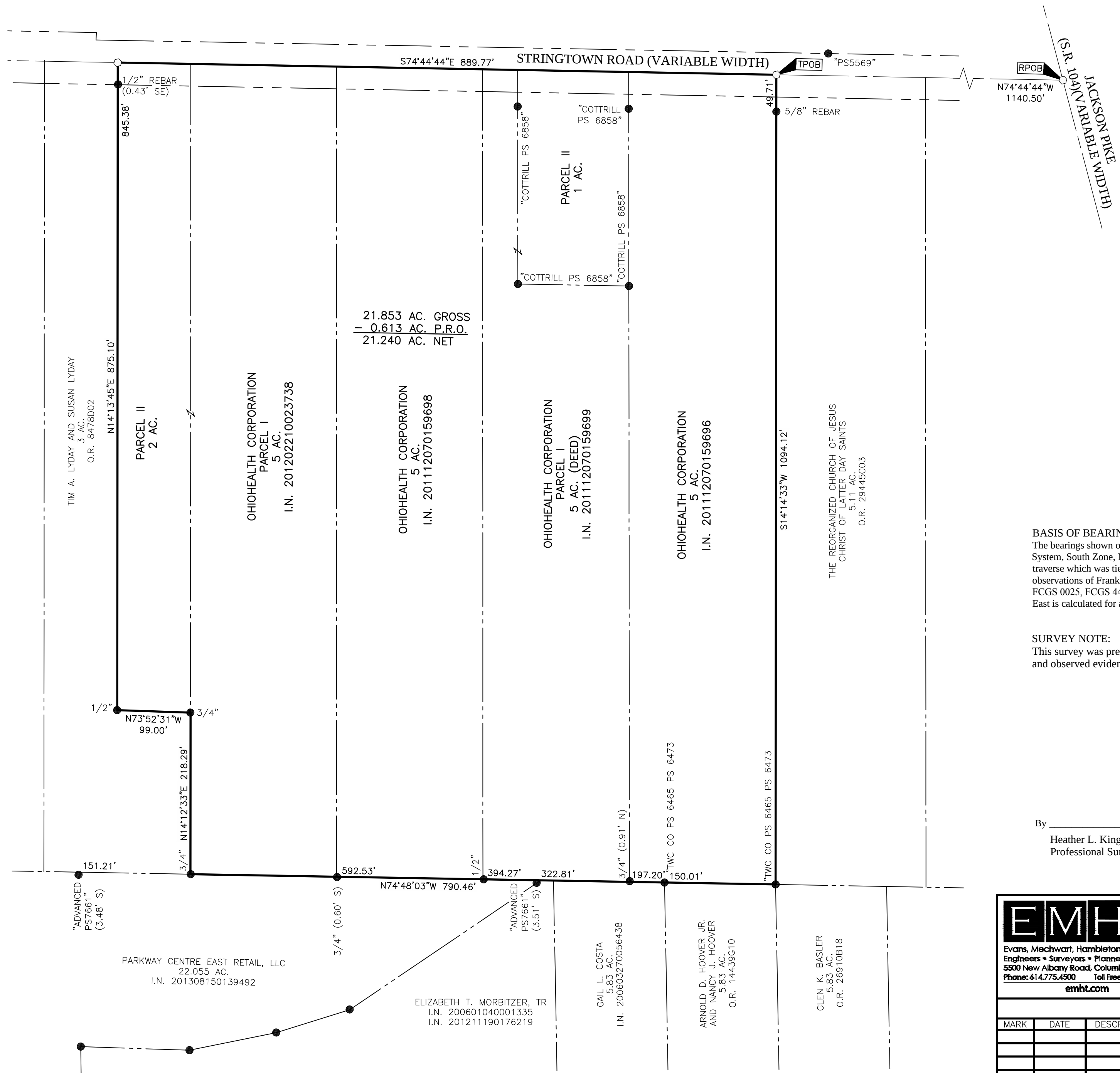
### **IDENTIFICATION AND MAP OF THE PARCELS**

The parcels owned by OhioHealth Corporation on the attached map specifically identify and depict the Parcels and constitutes part of this **EXHIBIT A**. The Parcels include, without limitation, the following tax parcels: 040-015521 through and including 040-015526 (as they existed in the County Auditor's records on August 25, 2016), and are included for ease of reference only.

[see attached map]

SURVEY OF ACREAGE PARCELS  
VIRGINIA MILITARY SURVEY 469  
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

EXHIBIT A



**BASIS OF BEARINGS:**  
The bearings shown on this map are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (1986). Said coordinates originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations of Franklin County Engineering Department monuments FRANK 35, FCGS 0025, FCGS 4480 and FCGS 0024 RESET. A bearing of South 74°44'44" East is calculated for a portion of the centerline of Stringtown Road.

**SURVEY NOTE:**  
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

By \_\_\_\_\_ Date \_\_\_\_\_  
Heather L. King  
Professional Surveyor No. 8307

● = STONE FND.

■ = MON. FND.

● = I.P. FND.

○ = I.P. SET

● = MAG. NAIL FND.

○ = MAG. NAIL SET

▲ = R.R. SPK. FND.

△ = R.R. SPK. SET

◆ = P.K. NAIL FND.

I.P. Set are 13/16" I.D. iron pipes

30" long with cap inscribed EMHT INC.

1000

0

100

200

GRAPHIC SCALE (in feet)

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: November 8, 2016

Scale: 1" = 100'

Job No: 2015-0856

Sheet: 1 of 1

REVISIONS

| MARK | DATE | DESCRIPTION |
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J:\20150856\DWG\04SHEETS\BOUNDARY\20150856-VS-BNDY-01.DWG plotted by KING, HEATHER on 12/21/2016 4:06:19 PM last saved by HKING on 11/9/2016 5:41:55 PM XREFS:

EXHIBIT B  
PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any “public infrastructure improvement” defined under Section 5709.40(A)(7) of the Ohio Revised Code and that directly benefits the Parcels and specifically include, but are not limited to, any of 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 Section 133.15(B) of the Ohio Revised Code):

- **Roadways.** Construction, reconstruction, extension, opening, improving, 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, but not limited to, improvements consisting of widening of and other improvements to approximately 1,800 linear feet of Stringtown Road between two existing tapered road segments east of Buckeye Parkway and west of State Route 104.
- **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.
- **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 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 and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare.
- **Demolition.** Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare.
- **Parks.** Construction or reconstruction of one or more public parks, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto.
- **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, but not limited to, the purchase of parkland.
- **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.

C-09-17  
Attachment

## TAX INCREMENT FINANCING AGREEMENT

This TAX INCREMENT FINANCING AGREEMENT (this "**Agreement**"), is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF GROVE CITY, a municipal corporation duly organized and validly existing under the constitution and the laws of the State of Ohio and its charter (the "**City**") and the OHIOHEALTH CORPORATION, an Ohio corporation (the "**Developer**").

### WITNESSETH:

WHEREAS, the Developer has acquired or is in contract to acquire certain real property located in the City, a depiction of which is attached hereto as Exhibit A (with each parcel as now or hereafter configured, a "**Parcel**," and collectively, the "**Property**"); and

WHEREAS, the Developer plans to develop a +/- 80,000 square foot medical center and +/- 40,000 square foot medical office building resulting in a total of 120,000 square feet for the first phase of the project on the Property, and the Developer believes the future phases could grow the project to over 200,000 square feet on the Property; and

WHEREAS, the City desires to support the development of the medical center and the medical office buildings by widening and making other improvements to approximately 1,800 linear feet of Stringtown Road between two existing tapered road segments east of Buckeye Parkway and west of State Route 104, together with such other public infrastructure improvements directly benefiting the Property as may be designated by the City from time to time, as more particularly described on Exhibit B (the "**Public Improvements**"); and

WHEREAS, in order to assist the City in paying for the costs of the Public Improvements, the Developer agrees to contribute \$2,500,000 to the City (the "**Developer Contribution**") on the condition that the City agrees to reimburse the Developer for that contribution, plus interest, solely from tax increment financing service payments generated from the Property; and

WHEREAS, City Council, by its Ordinance No. \_\_\_\_\_ (the "**TIF Ordinance**"), has declared that one hundred percent (100%) of the increase in the assessed value of each Parcel subsequent to the effective date of the TIF Ordinance (such increase hereinafter referred to as the "**Improvement**," as further defined in R.C. Section 5709.40 and the TIF Ordinance) is a public purpose and is exempt from taxation for a period commencing with the first tax year that begins after the effective date of the TIF Ordinance and in which an Improvement due to the construction of a new structure on that Parcel first appears on the tax list and duplicate of real and public utility property for such Parcel 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 R.C. Sections 5709.40, 5709.42 and 5709.43 (the "**TIF Statutes**") and the TIF Ordinance (collectively the "**TIF Exemption**"); and

WHEREAS, City Council, pursuant to the TIF Ordinance, has determined that it is necessary and appropriate and in the best interest of the City to provide for the current owner of each Parcel to make annual service payments in lieu of taxes with respect to any Improvement

(collectively for the Property, the “**Service Payments**”) to the Franklin County Treasurer, which Service Payments will be used to reimburse the Developer for the Developer Contribution; and

WHEREAS, to provide for the Developer Contribution and reimbursement payments to the Developer from Service Payments, the parties hereto desire to enter into this Agreement on the terms as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties agree to the foregoing and as follows:

Section 1. Contribution to Public Improvements. Within thirty days of the date of this Agreement, the Developer shall make a contribution of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) to the City to fund the Public Improvements (the “**Developer Contribution**”). The City shall reasonably consult with the Developer as to the plans for the Public Improvements. The Developer shall make that payment pursuant to wire instructions provided by the City’s Director of Finance. The City shall be solely responsible for and in control of construction of the Public Improvements and shall use its best efforts to substantially complete the Public Improvements by the times described on Exhibit B, subject to delays caused by force majeure as defined in the construction contract for the Public Improvements to be entered into by the City. The City agrees that the Developer’s liability under this Agreement is limited to the Developer Contribution.

Section 2. Establishment and Application of a TIF Fund by the City. The City has established the East Stringtown Road Municipal Public Improvement Tax Increment Equivalent Fund (the “**TIF Fund**”) pursuant to the TIF Ordinance as a deposit fund to be held in the custody of the City for the sole purpose of receiving the City’s share of the Service Payments made by the Developer or any subsequent owner of the Property to the County Treasurer. Upon distribution of the Service Payments to the City, such payments shall be deposited to the TIF Fund and shall first be used by the City to reimburse the Developer for the Developer Contribution and accrued interest thereon as provided in Section 4 and, once the Developer has been fully reimbursed, may be used by the City for any legal purpose.

Section 3. Exemption Applications. The Developer shall prepare, execute and file such applications, documents and other information with the appropriate officials of the State, the County or other public body as may be required to effect the exemption from real property taxation granted by the TIF Ordinance for parcels (or portions thereof) that are not expected to otherwise be exempt from real property taxation by virtue of the Developer’s tax status (initially, such non-exempt parcels are expected to consist of the parcels (or portions thereof) on which the medical office buildings is located). The City shall cooperate in such preparation and filing, including, without limitation, executing any such applications and documents as may be appropriate in assisting in obtaining such exemption. The City and the Developer each agree to perform those acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the TIF Exemption, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with the TIF Exemption.

Section 4. Reimbursement Payments to Developer. The City agrees to repay to the Developer, in accordance with the terms of this Agreement and solely from Service Payments received by the City, for the Developer Contribution plus interest thereon accruing at the rate of \_\_\_\_%<sup>1</sup> per year from the date the Developer makes the Developer Contribution. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Any monies paid pursuant to this Agreement will be applied first to the payment of accrued interest and second to the repayment of the Developer Contribution, so that all accrued interest is paid before the repayment of the Developer Contribution.

The City shall pay all Service Payments on deposit in the TIF Fund to the Developer on the first business day following each April 30 and October 31 (each, a "Payment Date") until the Developer Contribution, plus accrued interest, has been repaid in full. The Developer shall deliver to the City, at least fifteen (15) days prior to each Payment Date, a reminder of the Payment Date and a calculation of the remaining unreimbursed Developer Contribution plus accrued interest. All payments to the Developer hereunder on each Payment Date must be made pursuant to written instructions provided by the Developer.

Notwithstanding any other provision of this Agreement, the City's payment obligations hereunder are limited to the monies in the TIF Fund and 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 repayment of the Developer Contribution or payment of accrued interest thereon. Nothing herein will be deemed to prohibit the City from using, of its own volition, any other lawfully available resources for the fulfillment of any of the City's obligations hereunder.

Unless otherwise agreed to by the parties, the City agrees that until the repayment of the Developer Contribution, monies in the TIF Fund shall be used for no purpose other than the repayment of the Developer Contribution.

Section 5. Provision of Information. The Developer agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to the designated Tax Incentive Review Council to enable that Tax Incentive Review Council to review and determine annually during the term of this Agreement the compliance of the Developer with the terms of this Agreement. The Developer further agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by Section 5709.40(I) of the Ohio Revised Code to the Director of the Ohio Development Services Agency.

Section 6. Successors; Assignment; Amendments; City Consents. This Agreement is binding upon the Developer and its successors and assigns and the City and its successors and assigns. The Developer may only assign this Agreement with the consent of the City. This Agreement may be amended by written instrument executed by the City and the Developer. Any consent of the City to be given under this Agreement may be given by the City Administrator and must be given in writing.

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<sup>1</sup> Note to draft: interest rate to be set equal to the Bond Buyer 11 Bond GO index as of the date of the Agreement. That rate is 3.10% as of 11/15/2016.

Section 7      Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the City contained in this Agreement are effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement will be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City in other than their official capacity, and neither the members of the City Council nor any City official executing this Agreement, will be liable personally by reason of the covenants, obligations or agreements of the City contained in this Agreement.

Section 8.      Nondiscriminatory Hiring Policy. The Developer will comply with the City's nondiscriminatory hiring policy adopted pursuant to Ohio Revised Code Section 5709.832. The City will provide a copy of that policy and any updates to that policy to the Developer. 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.

Section 9.      Notices. 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 has 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 to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

(a)      To the Developer:      OhioHealth Corporation  
                                         180 East Broad Street  
                                         Columbus, Ohio 43215  
                                         Attention: Chet Porembski, System VP & Deputy General  
                                         Counsel

(b)      To the City:              City of Grove City  
                                         Attn: Charles W. Boso, Jr., City Administrator  
                                         4035 Broadway  
                                         Grove City, Ohio 43123

Copy to:                          Stephen J. Smith Esq.  
                                         Frost Brown Todd LLC  
                                         One Columbus, Suite 2300  
                                         10 West Broad Street  
                                         Columbus, OH 43215

Section 10. 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 shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 11. Separate Counterparts; Captions. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. Captions have been provided herein for the convenience of the reader and shall not affect the interpretation of this Agreement.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties.

Section 13. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its employees, contractors, subcontractors and agents, and the Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

*(remainder of page intentionally left blank -- signature page follows)*

IN WITNESS WHEREOF, the City and the Developer have caused this Tax Increment Financing Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

CITY OF GROVE CITY, OHIO,  
an Ohio municipal corporation

By: \_\_\_\_\_  
Charles W. Boso, Jr., City Administrator

Approved as to form:

\_\_\_\_\_  
Stephen J. Smith, Law Director

OHIOHEALTH CORPORATION, an Ohio  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

#### FISCAL OFFICER'S CERTIFICATE

The City has no obligation to make payments pursuant to the foregoing agreement except from Service Payments collected for deposit into the TIF Fund. No funds have been received by the TIF Fund for calendar year 2017. Accordingly, as fiscal officer for the City of Grove City, I hereby certify that funds sufficient to meet the obligations of the City in the foregoing agreement for City fiscal year 2017 (\$0.00) have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or upon implementation of the processes under R.C. Sections 5709.40, 5709.42 and 5709.43, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance.

Dated: \_\_\_\_\_, 2017

\_\_\_\_\_  
City of Grove City, Ohio  
Director of Finance

## EXHIBIT A

### MAP OF PROPERTY

The outlined area on the attached map specifically identifies and depicts the Property and constitutes part of this Exhibit A.

[map of property to be attached]

## EXHIBIT B

### PUBLIC IMPROVEMENTS

The Public Improvements shall consist of the following:

Stringtown Road will be improved for an approximate length of 2,000 feet from the termination of the previously improved section, extending east. The improvements will end approximately 350 feet east of State Route 104. The improvements shall consist of the following:

- Full depth reconstruction of the pavement section and widening to accommodate a three lane section consisting of two through lanes and one center turn lane. The completed typical section will be 36 feet in width in accordance with Grove City Standard C-GC-62.
- Inclusion of a 160 feet eastbound dedicated right-turn/deceleration lane to the western most entrance to the Ohio Health site.
- Addition of concrete curb and gutter along the length of the improved section.
- Installation of two full-service curb cuts and associated concrete aprons for ingress/egress to the Ohio Health site.
- Installation of a 5 feet wide concrete sidewalk along the north side of the road along the western 1,000 feet of the improved section.
- Installation of an 8-feet wide asphalt multi-use trail along the southern side of the roadway for the entire length of the improvement.
- Installation of a decorative street lighting system consistent with Grove City standards for the entire length of the improvement.
- Installation of drainage structures and an enclosed storm sewer system, a portion of which will outlet through the Ohio Health site.

Together with such other public improvements as the Developer and the City may agree shall be beneficial to the Property.

**[The Public Improvements shall be completed in accordance with the following schedule:]**

**ECONOMIC DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**CITY OF GROVE CITY, OHIO**

**AND**

**OHIOHEALTH CORPORATION**

**RELATING TO THE DEVELOPMENT OF**

**OHIOHEALTH GROVE CITY MEDICAL CAMPUS**

**DATED AS OF**

**February \_\_, 2017**

C-09-17  
Attachment

## **ECONOMIC DEVELOPMENT AGREEMENT**

THIS ECONOMIC DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of February, 2017 (the "Effective Date"), by and between the City of Grove City, Ohio ("Grove City"), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the "State") and its Charter, whose address is 4035 Broadway, Grove City, Ohio 43123, and OhioHealth Corporation ("OhioHealth"), an Ohio non-profit corporation whose address is 180 East Broad Street, Columbus, Ohio 43215, under the circumstances summarized in the following recitals (each of Grove City and OhioHealth is sometimes referred to herein as a "Party" and are referred to together as the "Parties").

### **RECITALS:**

WHEREAS, consistent with its economic development goals, Grove City desires to encourage quality development and provide for the creation of employment opportunities within Grove City; and

WHEREAS, OhioHealth currently provides health services to the Grove City community at five locations, including the Grove City Health Center; and

WHEREAS, OhioHealth desires to expand on the long standing service it provides to the Grove City community; and

WHEREAS, OhioHealth purchased 21.87 acres, Parcel Number 040-015521 ("Property") in Grove City to construct a medical campus; and

WHEREAS, OhioHealth desires to construct the initial phase of the OhioHealth Grove City Medical Campus comprised of a +/- 80,000 SF square foot medical center and +/- 40,000 square foot medical office building which will include an ambulatory surgery center, medical office space, surgical hospital, and emergency department ("Project") totaling +/- 120,000 for this first phase of the project; and

WHEREAS, the OhioHealth Grove City Medical Campus will be located on the south side of Stringtown Road, between Buckeye Parkway and SR 104; and

WHEREAS, the cost of the public infrastructure improvements in the form of water and sanitary main extensions and roadway improvements is estimated at approximately \$5 million dollars; and

WHEREAS, the Parties have agreed to provide for certain public infrastructure improvements and other financial incentives to induce OhioHealth to proceed with the development of the Project, thereby creating jobs, strengthening the economy in Grove City and promoting the healthcare industry development within, and provision of healthcare services to the constituents of, Grove City.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and to induce OhioHealth to proceed with the development of the Project, the Parties hereto agree and obligate themselves as follows:

## ARTICLE I

**Section 1.1 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 shall cooperate to facilitate the construction and the Public Improvements (as defined herein).

**Section 1.2 Term of Agreement.** This Agreement shall become effective as of the Effective Date and shall continue until the Parties have satisfied their respective obligations as set forth in this Agreement, but in no case shall exceed 30 years, but may be terminated sooner in accordance with the provisions set forth herein.

## ARTICLE II

### **REPRESENTATIONS AND COVENANTS OF THE PARTIES**

**Section 2.1 Representations and Covenants of Grove City.** Grove 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) 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 Grove City that 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 Administrator, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to Grove City, including its Charter, and do not and will not conflict with or result in a default under any agreement or instrument to which Grove 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 Grove City and all steps necessary to be taken by Grove City have been taken to constitute this Agreement, and the covenants and agreements of Grove City contemplated herein are valid and binding obligations of Grove City, enforceable in accordance with their terms.

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

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

(g) The Ordinance No. [\_\_\_\_\_] has been duly passed and shall be in full force and effect on the earliest date permitted by law.

**Section 2.2     Representations and Covenants of OhioHealth.** OhioHealth represents and covenants that:

(a) It is a non-profit corporation duly organized and validly existing under the applicable laws of the State.

(b) 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 OhioHealth 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. The execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to OhioHealth and do not and will not conflict with our result in a default under any agreement or instrument to which OhioHealth 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 OhioHealth and all steps necessary to be taken by OhioHealth have been taken to constitute this Agreement, and the covenants and agreements of OhioHealth contemplated herein are valid and binding obligations of OhioHealth, enforceable in accordance with their terms.

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

(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.

### **ARTICLE III**

#### **CONSTRUCTION OF THE PUBLIC IMPROVEMENTS AND THE PROJECT**

##### **Section 3.1     Construction of the Public Improvements.**

(a) The Parties acknowledge and agree that the Project will require the following: (i) the construction of two full service curb cuts on Stringtown Road providing for ingress and egress vehicular traffic movements; (ii) the construction of an approximate 200 foot east bound deceleration/right hand turn lane located at the western entrance of the site; (iii) the reconstruction and widening of the existing roadway to thirty-three (33) feet in width, including

two travel lanes and center turn lane; (iv) the construction of approximately 4,200 linear feet of curb and gutter with enclosed storm sewer facilities; (v) the construction of approximately 2,100 linear foot asphalt bike trail, extending along the south side of Stringtown Road (vi) installation of decorative street lighting along Stringtown Road and the bike trail; (vii) the extension of public water and sewer mains with varying diameters east along Stringtown Road; and (viii) the acquisition and construction of such other public improvements agreed upon by the Parties (collectively known as the "Public Improvements"). The Public Improvements will greatly enhance access to the Project, expedite development in proximity to the Project, accommodate the additional traffic flow onto Stringtown Road, and provide necessary utility connectivity to the Project.

Public road improvements for OhioHealth and abutting properties shown on **Exhibit A** (attached hereto and incorporated herein by reference) is a schematic of the Public Improvements, which shall include but not be limited to curb cuts, rights of way, public utilities, and road widening, subject to final reasonable approval of the City of Grove City.

(b) Unless otherwise set forth herein, Grove City shall use reasonable efforts to cause the Public Improvements (subject to any changes required by Grove City) to be completed with all reasonable dispatch on or before November 1, 2017. The Parties agree to cooperate and act in good faith to cause the Public Improvements to be completed to allow for the development of the Project. OhioHealth shall be obligated to construct the Project as set forth on the approved development plan and Grove City shall be obligated, subject to the terms incorporated with this Agreement, to acquire and construct the Public Improvements.

(c) Prior to undertaking any such Public Improvements, and at Grove City's option, OhioHealth shall convey or dedicate to Grove City with respect to the Property or any other real property hereafter acquired by OhioHealth or any of its affiliates, at no cost to Grove City, fee simple title to such property, free and clear of any liens, encumbrances or other title exceptions except those satisfactory to Grove City, as is necessary for the public rights of way for the Public Improvements, and in addition, such fee simple title or permanent easements (at Grove City's option, and in such forms satisfactory to Grove City) as Grove City may require for the construction of such part of the Public Improvements as are not located within the public rights of way. Any such permanent easements requested by Grove City shall be in such forms as are satisfactory to Grove City and as are necessary to enable Grove City to carry out the construction, operation, inspection, maintenance, repair, improvement, and replacement of any part of such Public Improvements as are not located within public rights of way. OhioHealth hereby grants such temporary construction easements on the Property as are reasonably necessary from time to time to enable Grove City to construct and complete the Public Improvements, and agrees to execute and deliver to Grove City from time to time those temporary construction easements in forms satisfactory to Grove City.

**Section 3.2 Notice of Commencement for Public Improvements.** Upon the request of OhioHealth, Grove City will furnish OhioHealth with the notice of commencement filed by Grove City in connection with the commencement of construction on the Public Improvements.

**Section 3.3 OhioHealth Obligation to Develop the Project.** OhioHealth will move forward with the Project and complete development by November 1, 2017.

## **ARTICLE IV**

### **FINANCING AND RELATED INCENTIVES**

#### **Section 4.1 Financing**

(a) Based upon the foregoing Section 1.1, upon and subject to the terms and conditions of this Agreement and in consideration of Grove City's agreements set forth herein, OhioHealth shall pay, or cause to be paid, all costs incurred in connection with the financing, acquisition, construction, improvement and maintenance of the public improvements to the roadway, up to \$2.5 million dollars. OhioHealth shall pay \$2.5 million to Grove City for roadway improvements within thirty (30) days of the date of the TIF Agreement, and shall be reimbursed from the TIF proceeds, in accordance with the TIF agreement as set forth below.

(b) Grove City shall pay all costs incurred in connection with the financing, acquisition, construction, improvement and maintenance of the public improvements to the roadway that exceed \$2.5 million dollars, subject to approval by the City Council of Grove City ("City Council") and legislation authorizing the issuance of any debt needed to finance all or a portion of the costs of the Public Improvements and the successful sale of that debt.

(c) Based upon the foregoing Section 1.1, upon and subject to the terms and conditions of this Agreement and in consideration of Grove City's agreements set forth herein, OhioHealth shall pay its portion of the utility assessment up front. OhioHealth shall make payment to Grove City in the amount of \$440,000 upon completion of the public utility improvements.

(d) OhioHealth shall issue payment to Grove City for the agreed upon amounts prior to the issuance of the bid notification for the completion of the public improvements contained herein.

**Section 4.2 TIF Agreement.** A Tax Increment Financing ("TIF") district shall be created to fund the widening of Stringtown road and other necessary improvements along the corridor to support development of the Project. The TIF shall be privately funded and shall be for a maximum period of thirty years in accordance with sections 1.2 and 3.1 of this agreement.

**Section 4.3 Additional Efforts.** Grove City agrees to work in a reasonable and cooperative manner with OhioHealth to facilitate the development of the Project and any additional healthcare facilities located on the Property. Grove City will use reasonable efforts to continue to assist OhioHealth and its affiliates in securing further funding from governmental and/or other sources in furtherance of the viability of the Project and any such additional healthcare facilities. If and as additional healthcare facilities are added to the Property, OhioHealth reserves the right to seek additional incentive measures from Grove City to construct needed ancillary structures that are instrumental in providing for a modern eco-friendly

healthcare facility. OhioHealth acknowledges that any such additional incentive measures are subject to City Council approval.

**Section 4.4 Job and Performance Guarantee.** In consideration for the financial incentives agreed upon in the present Agreement, OhioHealth shall guarantee the addition of a minimum of 300 additional jobs. Ohio Health shall guarantee the preservation of these 300 jobs for the duration of this agreement. Failure to maintain compliance with the minimum jobs threshold shall place Ohio Health in violation with this agreement and therefore not entitled to receive TIF reimbursement funds from the City for the duration of non-compliance.

**Section 4.5 Grove City's Obligation to Make Payments Is Not Debt.** Notwithstanding anything to the contrary herein, the obligations of Grove City pursuant to this Agreement shall not be a general obligation debt or bonded indebtedness, or a pledge of the general credit or taxes levied by Grove City, and OhioHealth shall have no right to have excises or taxes levied by Grove City, the State or any other political subdivision of the State for the performance of any obligations of Grove City herein. Payment of all financial obligations of Grove City under this Agreement is subject to the issuance of debt by Grove City for the purpose of payment such obligations or appropriations by Grove City Council and certification by the Finance Director of Grove City as to the availability of funds necessary for such payments. In particular, since Ohio law limits Grove City to appropriating monies for such expenditures only on an annual basis, the obligation of Grove City to make payments pursuant to Section 4.1 shall be subject to annual appropriations by Grove City Council and certification by the Finance Director of Grove City as to the availability of funds necessary for such payments.

## **ARTICLE V**

### **EVENTS OF DEFAULT AND REMEDIES**

**Section 5.1 General.** Except as otherwise provided in this Agreement, in the event of a material default or breach of this Agreement, or any of its terms or conditions, by either Party hereto, such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, in any event, within thirty (30) days after receipt of such notice. In the event such material default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the Party shall upon written notice from the other commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the material 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 material default or breach, including, but not limited to, termination of this Agreement by written notice to the other Party in the event of a material default or breach of this Agreement.

**Section 5.2 Other Rights and Remedies: No Waiver by Delay.** Grove City and OhioHealth shall 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 shall 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 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 this Agreement or with respect to the particular default except to the extent specifically waived in writing.

**Section 5.3 Force Majeure.** Except as otherwise provided herein, neither Grove City nor OhioHealth shall be considered in default in its obligations to be performed hereunder if delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, acts of God or of the public enemy, acts or delays of the other Party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen but not including lack of financing capacity; 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 shall be extended for the period of the enforced delay; provided, however, that the Party seeking the benefit of the provisions of this Section V shall within fourteen (14) days after having actual knowledge of 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 thirty (30) days after the end of the delay, notify the other Party in writing of the duration of the delay.

## ARTICLE VI

### MISCELLANEOUS

**Section 6.1 Assignment.** This Agreement may not be assigned without the prior written consent of the non-assigning Party.

**Section 6.2 Binding Effect.** The provisions of this Agreement shall be binding upon the successors or assigns of the Parties.

**Section 6.3 Day of Performance.** Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

**Section 6.4 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 6.5 Executed Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together

shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

**Section 6.6    Extent of Covenants: No Personal Liability.** All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of Grove City or OhioHealth other than his or her official capacity, and neither the members of City Council nor any official executing this Agreement shall be 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 OhioHealth and Ohio contained in this Agreement.

**Section 6.7    Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterparts, disputes and other matters in question between Grove City, its agents and employees, and OhioHealth, its employees and agents, arising out of our relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

**Section 6.8    Notices.** Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall 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 shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. Any process, pleadings, notice of other papers served upon the Parties shall 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.

Notices shall be sent to the following Parties:

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

Copy to:                Stephen J. Smith Esq.  
                              Frost Brown Todd LLC  
                              One Columbus, Suite 2300  
                              10 West Broad Street  
                              Columbus, OH 43215

As to OhioHealth: OhioHealth Corporation  
Attn: Roland Tokarski  
180 East Broad Street  
Columbus, OH 43215

**Section 6.9 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 6.10 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 shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

**Section 6.11 Survival of Representations and Warranties.** All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(SIGNATURE PAGE TO FOLLOW)

**CITY OF GROVE CITY, OHIO**

Notary Public

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

**OHIOHEALTH CORPORATION**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

**Title:** \_\_\_\_\_

STATE OF OHIO )  
 ) SS:  
COUNTY OF FRANKLIN )

On this \_\_\_\_ day of \_\_\_\_\_, before me a Notary Public personally appeared \_\_\_\_\_, the authorized representatives of OhioHealth Corporation and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

Date: 01/10/17  
Introduced By: Mr. Bennett  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days  
Current Expense: \_\_\_\_\_

No.: C-06-17  
1st Reading: 01/17/17  
Public Notice: 01/19/17  
2nd Reading: 02/21/17  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-06-17

### AN ORDINANCE FOR THE REZONING OF 2102 EDWARDS ROAD FROM SF-1 TO C-1

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

WHEREAS, the Planning Commission approved the rezoning on January 03, 2017; and

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

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

SECTION 1. The following described premises are rezoned from SF-1 to C-1:

Situated in the State of Ohio, County of Franklin, City of Grove City and being *Lot #30 of Allen E McDowell's Little Farms subdivision, as recorded in Official Records, Plat Book 17, page 284, Recorder's Office, Franklin County, Ohio*, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

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

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

\_\_\_\_\_  
Roby Schottke, President of Council

Passed:  
Effective:

\_\_\_\_\_  
Richard L. Stage, Mayor

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance  
is correct as to form.

\_\_\_\_\_  
Stephen J. Smith, Director of Law

C-06-17

Instr: 199901070004760 01/07/1999  
 Pages: 1 Fee: \$14.00 12:51PM  
 Richard B. Metcalf T19990002328  
 Franklin County Recorder BXACS DOWN

GC1876

## Quit-Claim Deed\*

Parma F. Morefield, married to Carl A. Morefield

, of

Franklin County, Ohio.

for valuable consideration paid, grant(s) to Carl A Morefield and Parma F Morefield, husband and wife,  
 and their joint lives remainder to the survivor of them.

, whose tax-mailing address is

2101 Edwards Road, Grove City, Ohio 43123  
 the following REAL PROPERTY:

Situating in the County of Franklin, State of Ohio, and in the Township of Jackson;

Being Lot Number Thirty (30), of ALLEN E MCDOWELL'S LITTLE FARMS SUBDIVISION, as the  
 same is numbered and delineated upon the recorded plat thereof, of record in Plat Book  
 No. 17, page 284, Recorder's Office, Franklin County, Ohio.

Commonly Known As: 2102 Edwards Rd, Grove City, Ohio 43123  
 FPN: 040-9824

Prior Instrument Reference: DB 2783, Page 644 and DB 2303, Page 363  
 of the Deed Records of Franklin

County, Ohio  
 wife (husband) of the Grantor,  
 releases all rights of dower therein. Witness hand(s) this 17th day of December, 1998

Signed and acknowledged in the presence of:

*Lee Stuck*  
*Lee Stuck*

-(Witness)

*Parma F. Morefield*  
 Parma F. Morefield

-(Seller)

*Melissa A. Johnson*  
*Melissa A. Johnson*

-(Witness)

-(Seller)

State of Ohio

County of

Franklin

ss.

BE IT REMEMBERED, That on this 17th day of December, 1998

, before me,

the subscriber, a Notary Public in and for said county, personally came,

Parma F. Morefield

the Grantor(s) in the

foregoing deed and acknowledged the signing thereof to be

her

voluntary act and deed.

THEREOF I have, hereto subscribed my name and affixed my official seal on the day and year aforesaid.



MELISSA A. JOHNSON  
 Notary Public, State of Ohio  
 My Commission Expires  
 September 20, 1999

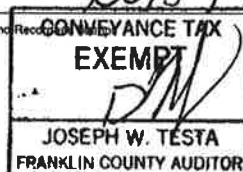
*Melissa A. Johnson*  
*Melissa A. Johnson*

-(Notary)

Notary Public-State of Ohio  
 My Commission Expires:

This instrument was prepared by Kevin Eichner, Esquire  
 326 South High Street  
 Columbus, Ohio 43215

Auditor's and Recorder's Office

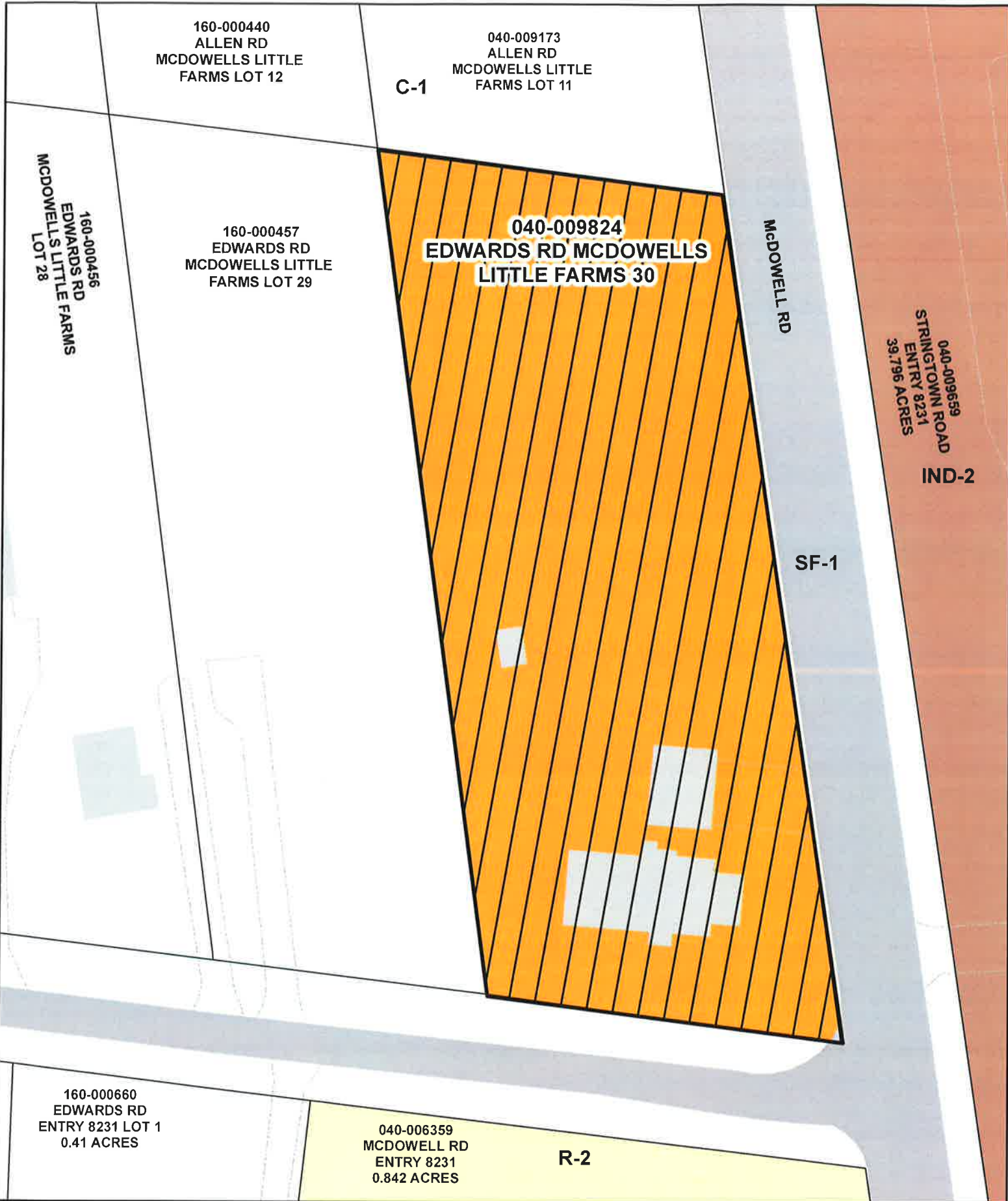


TRANSFERRED

JAN 07 1999

JOSEPH W. TESTA  
 AUDITOR  
 FRANKLIN COUNTY, OHIO

C-06-17



Date: 02/14/17  
Introduced By: Mr. Bennett  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: C-10-17  
1st Reading: 02/21/17  
Public Notice: 2/24/17  
2nd Reading: 03/06/17  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-10-17

### AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A DRIVE-THRU FOR BREW THRU LOCATED AT 3188 SOUTHWEST BLVD.

WHEREAS, Brew Thru, applicant, has submitted a request for a Special Use Permit for a Drive Thru located at 3188 Southwest Blvd.; and

WHEREAS, on February 7, 2016, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, with the following stipulations:

1. All outstanding violations on the site shall be brought into compliance; and
2. Landscaping shall be installed in order to comply with Chapter 1136.

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

**SECTION 1.** A Special Use Permit, under Section 1135.09b(12)A1j is hereby issued to Brew Thru located at 3188 Southwest Blvd., contingent upon the stipulations set by Planning Commission.

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

\_\_\_\_\_  
Roby Schottke, President of Council

Passed:

\_\_\_\_\_  
Richard L. Stage, Mayor

Effective:

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance  
is correct as to form.

\_\_\_\_\_  
Stephen J. Smith, Director of Law

Date: 02/14/17  
Introduced By: Mr. Bennett  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: CR-04-76  
1st Reading: 02/21/17  
Public Notice: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION NO. CR-04-17

### A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR BUCKEYE GROVE MEDICAL OFFICE BUILDING

WHEREAS, on February 07, 2017 the Planning Commission recommended approval of the Development Plan for Buckeye Grove Medical Office Building, with the following deviations and stipulations:

1. Site lighting shall match the color and style of fixtures utilized on area developments;
2. A deviation shall be granted to reduce the number of required parking spaces on the site from 70 to 69;
3. A deviation shall be granted to reduce the permitted size of parking spaces from 180 square feet to 162 square feet;
4. Landscaping shall be installed along the east property line in a manner to comply with the continuous 80% opaque visual screening requirement of Chapter 1136 as determined by the Urban Forester.

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

SECTION 1. This Council hereby approves the Development Plan for Buckeye Grove Medical Office Building, located on the northeast corner of Hoover and S.R. 665, contingent upon the deviations and stipulations set by Planning Commission.

SECTION 2. This approval shall be good for 12 months from the date passed, or as otherwise provided in Section 1101.07(b) of the Codified Ordinances of the City of Grove City, Ohio.

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

\_\_\_\_\_  
Roby Schottke, President of Council

\_\_\_\_\_  
Richard L. Stage, Mayor

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

\_\_\_\_\_  
Stephen J. Smith, Director of Law

Passed:  
Effective:

Attest:

I Certify that this resolution  
is correct as to form.