GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

February 5, 2018	***6:30 - Caucus***	***7:00 – Reg. Meet.***

Presentations: Recycle Right

FINANCE: Mr. Davis

Ordinance C-03-18	Authorize the City Administrator to enter into an Agreement with Thayer Power and Communication Line Construction Co., LLC for Maintenance of the City's Fiber Optic Network. Second reading and public hearing.
Ordinance C-04-18	Authorize City Administrator to enter into a Reimbursement Agreement with Grove City Town Center, Inc. Second reading and public hearing.
Ordinance C-06-18	Authorize the Purchase of Property located at 4037 Arbutus Ave. and Appropriate $120,000.00 from the General Fund for said purchase and related expenses. First reading.
Ordinance C-07-18	Authorize the Purchase of Property located at 4011 First Street and Appropriate $75,000.00 from the General Fund for said purchase and related expenses. First reading.

SAFETY: Ms. Houk

Ordinance C-05-18	Amend Section 351.07 of the Codified Ordinances titled Unattended Vehicle: Duty to Stop Engine, Remove Key, Set Brake and Turn Wheels. Second reading and public hearing.

SERVICE: Mr. Berry

Ordinance C-08-18	Levying Special Assessments for the Construction of Various Sidewalks in the City of Grove City (2017 Sidewalk Program). First reading.
Ordinance C-09-18	Levying Special Assessment for the Construction of Various Sidewalks in the City of Grove City (Tamara Dr, et al). First reading.

ON FILE: Minutes of: 1/16 Council Meetings

Date:	01/07/18	No.:	C-03-18
Introduced By:	Mr. Davis	First Reading:	01/16/18
Committee:	Finance	Public Notice:	01/18/18
Originated By:	Mr. Hurley	2nd Reading:	02/05/18
Approved:	Mr. Robin.	Passed: ____ Rejected:	
Emergency: ___	30 Days: X	Codified: ___ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE C-03-18

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A MULTI-YEAR AGREEMENT WITH THAYER POWER AND COMMUNICATION LINE CONSTRUCTION CO., LLC FOR MAINTENANCE OF THE CITY'S FIBER OPTIC NETWORK

WHEREAS, the City previously contracted with Thayer Power and Communication Line Construction Co., LLC for the construction of the City's fiber optic network that is comprised of 288 fiber optic strands; and

WHEREAS, construction of the Network is complete; and

WHEREAS, the City is currently using 36 strands to serve our public entity partners South-Western City Schools, Jackson Township, Prairie Township and Pleasant Township; and

WHEREAS, the Network requires both annual and emergency maintenance which is estimated to cost approximately $120,000 a year; and

WHEREAS, under the proposed agreement, Thayer would perform annual and emergency maintenance for the Network; and

WHEREAS, in lieu of payment for maintenance, Thayer will be given the ability to use 36 of the available stands; and

WHEREAS, for each of the stands that Thayer uses, the City will be paid a percentage of the revenue generated.

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 with Thayer Power and Communication Line Construction Co., LLC 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

C-03-18
THAYER INDEFEASABLE RIGHT-TO-USE AGREEMENT

THIS INDEFEASABLE RIGHT-TO-USE AGREEMENT ("IRU Agreement") is made and entered into between The City of Grove City, an Ohio municipal corporation ("City" or "Owner"), having an office at 4035 Broadway Grove City, Ohio 43123, and Thayer Power and Communication Line Construction Co., LLC or subsidiaries ("Thayer"), having an office at 117 Cypress Street, Reynoldsburg, Ohio 43068, Owner and Thayer referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, the Owner has a optical fiber system (hereinafter referred to as the "Fiber System" and further defined in Section 1.1(b)) throughout the City of Grove City, Ohio;

WHEREAS, the Owner is willing to grant Thayer an Indefeasible Right to Use (hereinafter referred to as "IRU") in and to some fibers within the Fiber System to allow Thayer to market and lease the fibers to other commercial users;

WHEREAS, Thayer will obtain any and all permits or approvals required to engage in its intended purpose and for the use and occupancy of space in the rights of way and further agrees to adhere to any and all requirements of federal, state and local laws, rules or regulations;

WHEREAS, the Parties may in the future agree to enter into additional separate agreement(s) for additional and/or separate optical fiber uses which shall incorporate the covenants and agreements of this IRU Agreement and which shall also set forth the terms and provisions unique to each additional or different specific project;

NOW, THEREFORE, pursuant to the terms of any right of way occupancy requirement and/or Construction Permit for and in consideration of the mutual covenants and agreements set forth in this IRU Agreement, the Parties hereto do hereby agree as follows:

SECTION I. DEFINITIONS.

1.1. The following terms, whether in the singular or in the plural, when used in this IRU Agreement and initially capitalized, shall have the meanings specified:

(A) IRU Agreement: This Indefeasible Right-to-Use Agreement between the Owner and Thayer, which identifies the specific optical fiber strands and facilities to be provided to Thayer by Owner, and which set forth the terms and conditions for Thayer use of such optical fiber strands and facilities.

(B) Fiber System: The optical fiber strands, including Owner and Thayer Fibers, Cables, Conduits, Fibers, Inner ducts, Underlying Rights, associated equipment and housings, associated appurtenances, and capacity owned by the Owner and located throughout the rights of way of Grove City, Ohio (a map of which is attached hereto as Exhibit "A").

(C) Associated Property: With respect to the Fibers, the associated Cable, Conduit, and Inner duct, but does not include any electronic, optronic or optical equipment or Underlying Rights.

(D) Cable: The fiber optic cable and all the Fibers contained therein.

(E) City: City of Grove City, Ohio

(F) Conduit: A pipe, tube or compartmentalized structure which can contain one or more Inner ducts through which Cable may be placed.

(G) Costs: The actual reasonably incurred direct costs paid or payable by Owner, including (i) internal labor costs, including wages, salaries and benefits, and overhead allocable to such labor costs, and (ii) other direct costs and out-of-pocket expenses on a pass-through basis, (iii) plus an administrative fee of ten percent (10%).

(H) Dark Fibers: Individual Fibers within a Cable to which no electronics and/or optronics have been attached and which are not "lit" or activated.

(I) District: South-Western City School District

(J) Fibers: Any optical fibers contained in the Fiber System, including Dark Fibers.

(K) IRU: An exclusive and indefeasible right to use a specified portion of the Fibers, including the right to attach and operate optronics and electronics thereto.

(L) Pro-Rata Share: The shared costs or reimbursements calculated by multiplying total costs or reimbursements by the ratio between the number of Thayer Fibers to the total number of lit fibers in the affected Segment.

(M) SWACO: Solid Waste Authority of Central Ohio

(N) Township: Prairie Township, Pleasant Township and/or Jackson Township, Ohio

(O) Underlying Rights: Any agreement, conveyance, easement, license, IRU, franchise or permit to use, install, construct and maintain the Thayer Fibers.

(P) Thayer Fibers: The Dark Fibers to which Thayer has been granted an IRU by Owner under this IRU Agreement, within the facilities identified on Exhibit A.

SECTION II. GRANT.

2.1. The Owner hereby grants to Thayer, and Thayer agrees to accept from Owner, an IRU of the following Fiber System components. Owner warrants that it has all rights necessary to make such a grant to Thayer.

(A) 36 of the available strands of fiber optic cable in the Fiber System after accounting for the strands necessary to meet the needs of the other users on the Fiber System including but not limited to the City, District, SWACO, and Township. The exact route and fibers will be determined by the Owner and once determined the route and fibers will be described in Exhibit "B."

(B) A portion determined by Owner of the remaining available strands of fiber optic cable in the Fiber System after accounting for the strands necessary to meet the needs of the City, District, SWACO, and Township. The exact route and fibers will be determined by the Owner and once determined the route and fibers will be described in Exhibit "B."

(C) A portion determined by Owner of any available strands of fiber optic cable in the Fiber System that are added pursuant to Section 2.5. The exact route and fibers will be determined by the Owner and once determined the route and fibers will be described in Exhibit "C."

2.2. The IRU granted by Owner to Thayer does not convey ownership in, or any legal title to, or property interest in any real or personal property, including the Thayer Fibers, the Associated Property, the Underlying Rights or any part of the Fiber System. In addition, the IRU does not include the right of Thayer to modify or revise the System or Associated Property, or the right to encumber or use the System in any manner, except as expressly set forth in this IRU Agreement. Each Party shall have full and complete control and responsibility for determining any network and service configuration or designs, routing configurations, rearrangement or consolidation of channels or circuits and all related functions with regard to the use of that Party's Fibers. Thayer acknowledges and agrees that, unless the Parties agree otherwise in writing, Owner is not supply nor is Owner obligated to supply Thayer any optronics or electronics, which are the sole responsibility of Thayer, nor is Thayer responsible for performing any work other than as specified in this IRU Agreement. Thayer acknowledges and agrees that the IRU is subject to the Underlying Rights applicable thereto.

2.3. The IRU granted hereunder is subject to the right of Owner, without liability to Thayer or its customers, to relocate or modify the geographic routing of certain portions of the Thayer Fibers, to increase the fiber count capacity of any Cable or Conduit containing Thayer Fibers, and to replace or change the location of any fiber route, or component thereof (all such actions, "Relocation Work"), is Owner's sole discretion as to the scope, method and timing of any such Relocation Work; provided, however, that for any such Relocation Work, Owner shall (a) notify Thayer of such Relocation Work ninety (90) days, or such shorter period of time as is reasonably possible, prior to its commencement, (b) promptly restore and test any break in continuity of the Thayer Fibers resulting from such Relocation Work, and (c) bear the full costs of such Relocation Work and restoration of Thayer Fibers.

2.4. Notwithstanding Section 2.5, in the event that any Relocation Work is necessitated by the lawful requirements of governmental authorities or due to the need to replace facilities that are deteriorated or worn out, the Parties shall share on a Pro-Rata Share basis in the costs of such Relocation Work and restoration of the continuity of the Thayer Fibers.

2.5. Over-lash Fiber. Thayer may request Owner to over-lash additional cable to segments of the Fiber System ("Over-lash Fiber"). Owner shall not be required to permit installation of Over-lash Fiber until all of the available strands of fiber optic cable in the Fiber

System have been fully utilized. Owner shall have sole discretion to determine who shall install the Over-lash Fiber and who will be responsible for paying for the Over-lash Fiber.

(A) If Thayer pays for the installation of the Over-lash Fiber, then Thayer agrees to pay Owner Ten percent (10%) of any revenue Thayer receives from the sale of access or use of the Over-lash Fibers.

(B) If Owner pays for the installation of the Over-lash Fiber, then Thayer agrees to pay Owner Ninety percent (90%) of any revenue Thayer receives from the sale of access or use of the Over-lash Fibers.

SECTION III. TERM.

3.1. The Term shall commence upon execution of this IRU Agreement (hereinafter referred to as the "Commencement Date"), and shall expire twenty-five (25) years later (hereinafter referred to as the "Expiration Date"). This IRU may be extended upon mutual agreement of the Parties.

SECTION IV. CONSIDERATION.

4.1. As consideration for, as inducement to, and as a required condition of Owner granting Thayer the specific rights to use portions of the Fiber System (hereinafter referred to as the "Thayer System") as described herein, Thayer hereby agrees:

(A) That any failure of Thayer to satisfy the terms and conditions of this IRU Agreement shall be considered a material breach of this IRU Agreement and Owner may then terminate this IRU Agreement upon giving sixty (60) days written notice to Thayer.

(B) To pay Owner Ten percent (10%) of any revenue Thayer receives from the sale of access or use of the Fibers granted in Section 2.5(a).

(C) To pay Owner Ninety percent (90%) of any revenue Thayer receives from the sale of access or use of the Fibers granted in Section 2.5(b).

SECTION V. THAYER OBLIGATIONS.

5.1. Thayer shall:

(A) Provide and pay for lateral connectivity from necessary termination points of Thayer proprietary fiber and equipment to the necessary demarcation points of the Fiber System.

(B) Pay for any building or external network service connection and disconnection charges for each building service added or deleted before, during or after the initial establishment and cutover of a Thayer system fiber segment. Thayer shall be responsible for any and all costs associated with lateral connectivity to the Fiber System and shall pay for the costs of all splicing, distribution segment, service connections, head end equipment, and any ring or concentrator operations.

(C) If performing any splicing in the Fiber System, utilize the services of Owner's designated maintenance and repair contractor to perform the splicing.

(D) Pay all necessary costs if Thayer requires installation of a new distribution ring or concentrator in an already established Fiber System or Thayer system distribution segment, rearrangement of existing service connections, and rearrangement of a ring or concentrator operation.

(E) Pay any and all maintenance costs as may be required to be paid pursuant to the requirements of Sections 8.1 and 8.2 below.

(F) Pay any costs associated with disconnecting from the Fiber System, and shall ensure that the Thayer Fibers, including the strands of fiber and any associated appurtenances, are left in the condition that existed prior to Thayer connecting to the Fiber System. Thayer agrees that should the Owner determine, in the Owner's sole discretion, that upon disconnection Thayer has not left the Fiber System in the condition that existed prior to the Thayer connecting, the Owner shall restore and repair the Fiber System at the sole cost and expense of Thayer.

(G) To make quarterly payment to Owner of the percentage of revenue required by Section 2.5 or Section 4.1.

SECTION VI. JOINT OBLIGATIONS.

6.1. The Owner and Thayer jointly:

(A) Agree that upon final execution of this IRU Agreement the Parties shall agree upon an acceptance plan for Thayer's initial activation and the "go-live" of Thayer's Fiber.

(B) Shall provide each other a twenty-four (24) hours a day, three hundred sixty-five (365) days per year, coordination telephone number.

SECTION VII. MAINTENANCE.

7.1. All maintenance and repair functions on the entire Fiber System and all facilities through which the Fiber System passes, including, but not limited to, conduit, innerduct, poles, and equipment, as well as all Thayer owned and controlled opto-electronics, shall be performed by Thayer at the direction of the City. Thayer shall maintain the Fiber System in accordance with the technical specifications (hereinafter referred to as the "Specifications") attached hereto in Exhibit "D."

7.2. Regular Maintenance: Thayer may from time to time undertake and provide for regular maintenance activities ("Regular Maintenance") in an attempt to keep the Fiber System in good working order and repair so that it performs to a standard equal to that which is then commonly believed to be acceptable for systems of similar construction, location, use and type. Such Regular Maintenance shall be performed at Thayer's sole cost, and expense.

7.3. Scheduled Maintenance: Thayer from time to time may schedule and perform specific periodic maintenance to protect the integrity of the Fiber System and perform changes or modifications to the Fiber System and/or Thayer Fibers (including but not limited to fiber slicing, etc.) at the Owner's or Thayer's request ("Scheduled Maintenance"). Scheduled Maintenance shall be performed at Thayer's sole cost and expense.

7.4. Emergency Maintenance: Thayer shall undertake and provide for emergency maintenance and repair activities for the Fiber System ("Emergency Maintenance"). Where necessary, Thayer shall attempt to respond to any failure, interruption or impairment in the operation of the Fiber System within twenty-four (24) hours after receiving a report of any such failure, interruption or impairment. Thayer shall use its best efforts to perform maintenance and repair to correct any failure, interruption or impairment in the operation of the Fiber System when reported by Owner in accordance with the procedures set forth in this IRU Agreement. Thayer shall be responsible for the costs and expenses associated with such Emergency Maintenance, although Owner shall assist Thayer in seeking recovery for the cost of Emergency Maintenance from third parties that may be legally responsible for causing the need for such Emergency Maintenance. Thayer shall have such Emergency Maintenance performed on a time-and-materials basis at the emergency maintenance rates then in effect at the time services are performed.

7.5. In the event Thayer, at any time during the Term of this IRU Agreement, discontinues maintenance and/or repair of the Fiber System, Owner, or any party acting in Owner's behalf, shall have the right, but not the obligation, to thereafter provide for any maintenance and repair of the Fiber System, at Thayer's sole cost and expense. Any such discontinuance by Thayer shall be upon not less than six (6) months prior written notice to Owner. As an alternate remedy, Owner may elect to terminate this IRU Agreement.

7.6. In the event any failure, interruption or impairment adversely affects both the Owner's Fiber System and Thayer's Fiber, restoration of Thayer's Fiber shall at all times be subordinate to restoration of the Owner's Fiber System with special priority for Owner's public safety and municipal infrastructure functions carried over the Fiber System, unless otherwise agreed to in advance by the parties hereto.

7.7. Any Thayer subcontractors or employees who undertake repair or maintenance work on the Fiber System shall first be approved by the Owner. Prior to Thayer undertaking Emergency Maintenance or entering an Owner's facility for repair, Thayer shall first notify the Owner of the contemplated action and receive the Owner's concurrence decision, a decision that the Owner shall provide to Thayer no later than twelve (12) hours from Thayer's notification to Owner of contemplated action.

SECTION VIII. USE OF THE THAYER FIBERS.

8.1. Thayer shall have exclusive control over its provision of research, telecommunications, video, data, and/or information services.

8.2. Thayer hereby certifies that it is authorized or shall be authorized, where required, on the effective date of this IRU Agreement, to provide telecommunications, video, data, and/or information services within the State of Ohio, City of Grove City, Ohio and in such other jurisdictions as the Thayer Fibers may exist, and that such services can be provided on the Fiber optic cable systems such as the Fiber System owned and operated by the Owner.

8.3. Thayer understands and acknowledges that its use of the Fiber System and Thayer Fibers are subject to all applicable local, state and federal laws, rules and regulations, as enacted, either currently or in the future, in the jurisdictions in which the Fiber System is located. Thayer represents and warrants to Owner that Thayer, at its sole cost and expense, shall use the Thayer Fibers and the IRU subject to, and in accordance with, all laws, rules and regulations and shall secure all permits, approvals, and authorizations from all such jurisdictional entities as may be necessary.

8.4. Thayer and its customers shall not interfere, or cause or permit the use of Thayer Fibers to interfere, with the use or operation of the Fiber System by Owner, District, SWACO, and/or Township.

8.5. Thayer shall provide Owner with written notice at least five (5) business days prior to entering any manhole or performing any work on any of its electronic or optronics equipment. Owner shall have the sole discretion to approve any contractor which Thayer intends to use to perform work on Thayer's equipment. Owner shall have the right to supervise any such work and to require the work be performed to its commercially reasonable satisfaction.

SECTION IX. UNDERLYING RIGHTS.

9.1. Owner has obtained the Underlying Rights needed for installation and maintenance of the Thayer Fibers. Upon the expiration or other termination of an Underlying Right, Owner shall use commercially reasonable efforts to obtain an extension or replacement of the Underlying Right or an alternate right-of-way. Owner shall pay all costs of obtaining an extension or replacement or ultimate right-of-way, including any cost of connecting the relocated Dark Fibers within the System.

9.2. Thayer shall be responsible for paying all fees or charges required by American Electric Power for the commercial use of the conduits and pole attachments owned by American Electric Power.

9.3. On Thayer's written request, Owner shall make available for inspection by Thayer, at Owner's offices during normal business hours, copies of all Underlying Rights, to the extent that their terms or other legal restrictions permit disclosure. Owner may redact confidential or proprietary business terms.

9.4. Throughout the Term, Owner shall use commercially reasonable efforts to comply with the terms and conditions of the Underlying Rights and to keep the Underlying Rights in full force and effect. Neither Owner nor Thayer shall take any action, or fail to take a required action, that would constitute a breach of an Underlying Right.

9.5. In the event that Owner is unable to obtain an extension or replacement of or an alternate to an Underlying Right and is forced to remove all or a portion of the Cable containing Thayer Fibers, Thayer's IRU in that Cable shall terminate without liability to Owner.

SECTION X. INDEMNIFICATION AND INSURANCE.

10.1. Thayer undertakes and agrees to protect, indemnify, defend, and hold harmless the Owner and all of its elected officials, officers and employees, agents and volunteers from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines, penalties, costs, attorneys fees and costs, expenses or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including Thayer's employees and agents, or damage or destruction to any property of either party hereto, or third persons in any manner arising by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this IRU Agreement, or use of the Fiber System on the part of the Thayer, or the Thayer's officers, agents, employees, or subcontractors, except for the active negligence or willful misconduct of the Owner, and its elected officials, officers, employees, agents and volunteers. Thayer's indemnity requirements for its conduct herein shall also specifically include all claims of intellectual property, copyright or trademark infringement, or any other breach of this IRU Agreement made by third parties against Owner.

10.2. During the Term of this IRU Agreement, unless otherwise agreed to in writing by the authorized representatives, Thayer shall at its own expense, maintain in effect, insurance coverage with limits not less than those set forth herein from a responsible insurance company with a "Best" rating of A or better.

10.3. Thayer shall furnish the Owner's authorized representative within thirty (30) days after the Commencement Date of the IRU Agreement with insurance endorsements acceptable to Owner's City Attorney. The endorsements shall be evidence that the policies providing coverage and limits of insurance are in full force and effect. Such insurance shall be maintained by the Thayer at the Thayer's sole cost and expense.

10.4. Thayer endorsements shall name the Owner and all of its elected officials, officers and employees, agents and volunteers as additional insureds. The endorsements shall also contain a provision that the policy cannot be canceled or reduced in coverage or amount without first giving thirty (30) calendar days' written notice thereof by registered mail to the Owner at the following address:

City of Grove City
4035 Broadway
Grove City, OH 43123

10.5. Such insurance shall not limit or qualify the obligations the Thayer assumed under the IRU Agreement. The Owner shall not by reason of its inclusion under these policies incur liability to the insurance carrier for payment of the premium for these policies.

10.6. Any insurance or other liability protection carried or possessed by the Owner, which may be applicable, shall be deemed to be excess insurance and the Thayer's insurance is primary for all purposes despite any conflicting provision in the Thayer's policies to the contrary.

10.7. Thayer shall be responsible for all Thayer contractors' or subcontractors' compliance with the insurance requirements.

10.8. Failure of the Thayer to maintain such insurance, or to provide such endorsements to the Owner when due, shall be an event of default under the provisions of this IRU Agreement.

10.9. Thayer shall obtain and maintain Commercial General Liability Insurance, including the following coverages: Product liability hazard of Thayer's premises/operations (including explosion, collapse and underground coverages); independent contractors; products and completed operations (extending for one (1) year after the termination of this IRU Agreement); blanket contractual liability (covering the liability assumed in this IRU Agreement); personal injury (including death); and broad form property damage. Such coverage shall provide coverage for total limits actually arranged by Thayer but not less than Two Million Dollars and No Cents (US$2,000,000.00) combined single limit. Should the policy have an aggregate limit, such aggregate limits should not be less than double the combined single limit and be specific for this IRU Agreement. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the required limits. Evidence of such coverage shall be in a form acceptable to the Owner's Director of Law.

10.10. Thayer shall provide Workers' Compensation insurance covering all of the Thayer's employees in accordance with the laws of the state of Ohio.

10.11. Thayer may use an Umbrella or Excess Liability coverage to net coverage limits specified in the IRU Agreement. Evidence of Excess Liability shall be in a form acceptable to Owner's City Attorney.

10.12. The foregoing insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Thayer under this IRU Agreement.

SECTION XI. DEFAULT.

11.1. A Party is in default of this IRU Agreement if the Party fails to perform any material obligation under the terms of this IRU Agreement (including any payment obligations), or takes any action that is expressly prohibited under the terms of this IRU Agreement, or breaches any material warranty, representation or other material covenant made herein by such Party, and such failure to perform, prohibited action or breach continues un-remedied for a period of thirty (30) days (ten (10) days in the case of non-payment) following written notice from the other Party (the "Cure Period"); provided, however, that no Cure Period is required for a Party's failure to perform, prohibited action or breach that is not susceptible to cure within the Cure Period, unless the non-defaulting Party agrees in writing to extend the Cure Period, and the defaulting Party diligently pursues corrective actions to cure the default during such extension.

11.2. In the event of a Party's default, the non-defaulting Party may, at its option, terminate this IRU Agreement and/or the IRU, as the case may be, by written notice upon the expiration of the Cure Period (or during any extension thereof if the defaulting Party fails to diligently pursue corrective actions) or, if no Cure Period is required, upon written notice. In addition, the non-defaulting Party shall have the right to pursue any and all rights it may have against the defaulting Party now or hereafter under law, subject to the express limitations contained in this IRU Agreement, including without limitation, the right to seek injunctive relief to prevent the defaulting Party from continuing any actions prohibited under this IRU Agreement.

11.3. Termination of this IRU Agreement or any IRU hereunder due to a Party's default does not relieve the defaulting Party, and shall not be construed as a waiver by the non-defaulting Party, of any payment obligations of the defaulting Party due or owing under this IRU Agreement or such IRU.

11.4. Notwithstanding anything to the contrary in this IRU Agreement, Owner may, without liability, suspend the IRU and terminate Thayer's right to use the associated Thayer Fibers for a period not exceeding the Cure Period or extension thereof upon written notice in the event that Owner reasonably determines that Thayer's default is materially and adversely affecting the Fiber System.

11.5. If Thayer should file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal or state bankruptcy law or under any similar federal or state law, or should be adjudicated bankrupt or insolvent, or should make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or if any involuntary petition proposing the adjudication of Thayer, as a bankrupt or its reorganization under any present or future federal or state bankruptcy law or any similar federal or state law should be filed in any court and such petition shall not be discharged or denied within ninety (90) days after the filing thereof, or if a receiver, trustee or liquidator of all or substantially all of the assets of Thayer shall be appointed then the Owner may, at its sole option, immediately terminate this IRU Agreement.

11.6. Except for Thayer's payment obligations, neither Party shall be liable to the other for any failure of performance under this IRU Agreement due to causes beyond its control (except for the fulfillment of payment obligations as set forth herein), including, but not limited to: acts of God, fire, flood, earthquake or other catastrophes; adverse weather conditions; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefor; lack of transportation; national emergencies; insurrections; riots, wars; or strikes, lockouts, work stoppages or other labor difficulties (collectively, "Force Majeure Events"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party (unless the condition is so well known to the public that the Party claiming excuse reasonably believes that the other Party has knowledge of the condition), stating the nature of the Force Majeure Event and any action being taken to avoid or minimize its effect. A Party whose performance is impacted by a Force Majeure Event shall use commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance.

SECTION XII. MISCELLANEOUS

12.1. Assignment. This IRU Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assigns. Thayer shall not assign, sublease, or license any rights or obligations hereunder without the prior written consent of the Owner.

12.2. Waiver of Terms or Consent to Breach. No term or provision of this IRU Agreement shall be waived and no breach excused, unless such waiver or consent shall be in writing and signed by a duly authorized officer of the Party claimed to have waived or consented to such breach. Any consent by either Party to, or waiver of, a breach by the other Party shall not constitute a waiver of or consent to any subsequent or different breach of this IRU Agreement by the other Party, such failure to enforce shall not be considered a consent to or a waiver of said breach or any subsequent breach for any purpose whatsoever.

12.3. Relationship of Parties. The relationship between Thayer and the Owner shall not be that of partners or agents for one another and nothing contained in this IRU Agreement shall be deemed to constitute a partnership, joint venture or agency agreement between the Parties hereto.

12.4. No Third-Party Beneficiaries. This IRU Agreement shall be for the sole benefit of the Parties hereto and their respective permitted successors and assigns, and except for those provisions expressly referring to the District, or Township and for the requirements of Section 11 herein, shall not be construed as granting rights to any person or entity other than the Parties or imposing on either Party obligation to any person or entity other than a Party.

12.5. Notices. Any written notice under this IRU Agreement shall be deemed properly given if sent by registered or certified mail, postage prepaid, or by nationally recognized overnight delivery service or by facsimile to the address specified below, unless otherwise provided for in this IRU Agreement:

If to City to:	If to Thayer to:
City of Grove City Attn: Charles W. Boso, Jr. City Administrator 4035 Broadway Grove City, Ohio 43123	Tim Luden CEO_____________ Thayer Power & Communication Line Construction Co., LLC 117 Cypress Street, Reynoldsburg, OH 43068
With a Copy to:	With a Copy to:
Stephen J. Smith, Law Director 10 West Broad Street, Suite 2300 Columbus, Ohio 43215	________________ ________________ ________________ ________________

Either Party may, by written notice to the other Party, change the name or address of the person to receive notices pursuant to this IRU Agreement.

12.6. Severability. In the event any term, covenant or condition of this IRU Agreement, or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this IRU Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms, covenants and conditions of this IRU Agreement.

12.7. Compliance with Law. Each Party hereto agrees that it shall perform its respective rights and obligations hereunder in accordance with all applicable laws, rules and regulations.

12.8. Governing Law and Venue. This IRU Agreement shall be interpreted in accordance with the Charter and Codified Ordinances of the City, the laws of the State of Ohio, and all applicable federal laws, rules and regulations as if this IRU Agreement were executed and performed wholly within the State of Ohio. No conflict of law provisions shall be invoked so as to use the laws of any other jurisdiction. The exclusive venue for all cases or disputes related to or arising out of this IRU Agreement shall be the state and federal courts in Franklin County, Ohio.

12.9. Headings and References. All references in this IRU Agreement to Exhibits and Sections refer to the corresponding Exhibits and Sections of or to this IRU Agreement, unless expressly provided otherwise. Headings are for convenience only, and do not constitute any part of this IRU Agreement, and shall be disregarded in construing the language hereof. Exhibits to this IRU Agreement are attached hereto and by this reference incorporated herein for all purposes. The words "this IRU Agreement," "herein," "hereby," "hereunder," and "hereof," and words of similar import, refer to this IRU Agreement as a whole and not to any particular subdivision unless expressly so limited. Words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires.

12.10. Entire Agreement. This IRU Agreement, including any Exhibit attached hereto, all constitute the entire agreement between the parties with respect to the subject matter. This IRU Agreement cannot be modified except in writing signed by both parties.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

The Parties acknowledge and accept the terms and conditions of this IRU Agreement as evidenced by the following signatures of their duly authorized representatives. The effective date of this IRU Agreement is the date that the final signatory executes this IRU Agreement.

THAYER:
Thayer Power and Communication
Line Construction Co., LLC

By:____
Signature Date

____
Printed Name and Title

OWNER:
Grove City, Ohio, an Ohio municipal corporation.

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

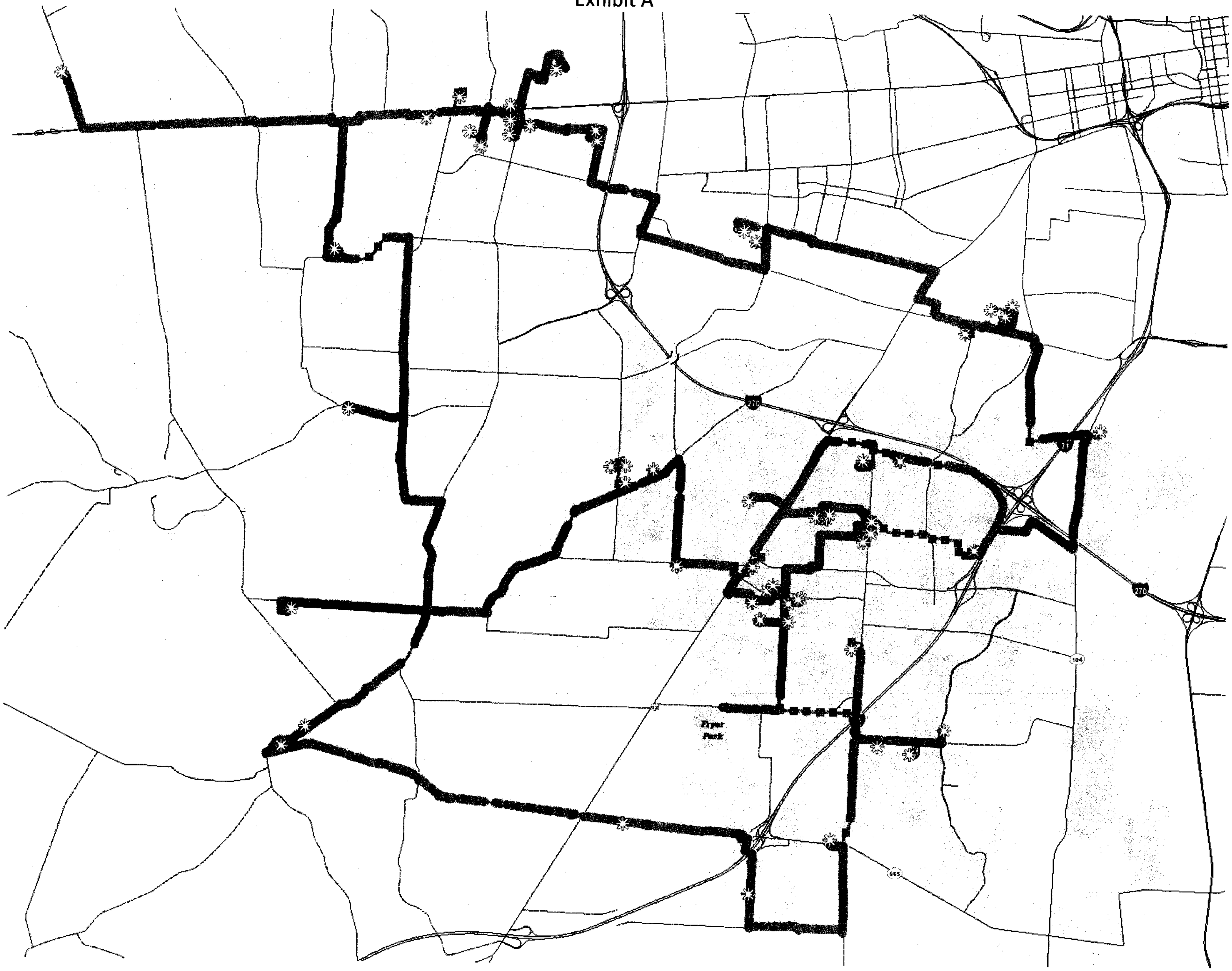
Approved as to Form:

____
Stephen J. Smith, City Attorney

Exhibit A

Fiber Route

Exhibit A



EXAMPLE

Exhibit B

FIBER SYSTEM SPECIFICATIONS

I. General

The Owner shall install and maintain the User System within the Owner's Fiber System in accordance with the criteria and specifications that follows:

II. Design Criteria

The Owner shall endeavor to keep the number of splices in a span to a minimum.

III. Optical Fiber Specifications

The Owner shall meet the optical specifications as detailed below for the cable installed:

A. Single Mode Fiber

Parameter	Specifications	Units
Maximum attenuation, 1310/1550	.35/.25	dB/Km
Cladding diameter	125.0	um
Cutoff wavelength	1150-1330	nm
Zero dispersion wavelength	1300-1320	nm
Maximum dispersion (2.6 – 6.0)	.05	ps/ (nm-km)

Standard Construction & Fiber Specifications
As-Built Drawing Specifications

1. **Fiber Specifications:**

1.1. Fiber Type varies and is dependent upon route, as generally shown in Exhibit A.

2. **Maximum Splice losses (measured on an individual basis, not averaged)**

2.1. The maximum splice loss for any individual splice measured "bi-directional" shall not exceed 0.40 db.
2.2. The maximum splice loss for any individual transition splice (standard single mode fiber spliced to a non zero dispersion shifted fiber) measured " bi-directional" shall not exceed 0.50 db.
2.3. The maximum loss for "through" office loss including connectors and jumpers shall not exceed 1db.

3. **Average splice loss**

3.1. The average splice loss shall not exceed 0.15 db. (used for total Span loss calculation only)

4. **Cable Requirements**

4.1. 0.3 dB/Km attenuation at 1550nm.
4.2. 0.4 dB/Km attenuation at 1310nm.

5. **Optical Return Loss (ORL)**

5.1. Upon span testing of the fiber, each span should have an acceptable Optical Return Loss. The acceptable reflectance on a span using Ultra Physical Connectors (UPC) connectors is -50 dB or better. The best low-reflectance connector is the Angle Physical Connector (APC). APC connectors should have a reflectance of -65 dB or better.

6. **Drawings**

6.1. Detailed As-Built drawings will be supplied within 45 calendar days after the execution of this contract if dark fiber route is currently constructed or if currently under construction, within 45 days of dark fiber route construction completion. As-Built provided to the User by the Owner will contain the following information presented in the format described below.

7. **Route Description**

7.1. The As-Built will contain a geographical depiction of the Segment containing the Customer Strands, provided in the form of a GIS standards-based soft-copy map. The depiction will identify each POP.

8. Fiber Level Details

8.1. The As-Built will provide details on fiber assignment numbers within the cable between each POP and the next contiguous POP, fiber distribution bay, individual fiber assignments, Fiber Owner circuit IDs to aid in identifying Segments within the cable system and buffer tube and fiber pair if available.

9. Mileage

9.1. Mileage will be the fiber distances via OTDR traces between a POP and the next contiguous POP, or Point-to-Point.

10. Site Names

10.1. POPs will be identified using the Fiber Owner's names for such sites, whether or not the Customer uses the same names.

EXAMPLE

Exhibit C

MAINTENANCE AND REPAIR

Charges for Time and Material Service

The Owner or Owner's agent may perform maintenance service at the rates established below, which rates are subject to change. Unless specifically authorized by the User, no Scheduled Maintenance shall be performed outside of normal working hours, detailed below:

Normal Working Hours:
8:00 a.m. to 5:00 p.m.,
Monday through Friday
(Except Owner observed holiday).

Overtime Hours:
5:01 p.m. to 7:59 a.m., Saturday, Sunday,
and all Owner observed holidays.

Labor Rates	New Hourly Rate		New OT Rate	
Project Manager	$	102.52	$	158.71
Professional Engineer	$	88.86	$	137.55
Right of Way Agent	$	66.30	$	102.63
Supervisor	$	65.20	$	100.93
Foreman	$	50.44	$	78.08
Operator	$	42.99	$	66.54
Truck Driver	$	35.54	$	55.02
Laborer	$	29.67	$	45.93
RCDD	$	125.00	$	-

Equipment Rates	New Hourly Rate	
Pick Up	$	16.89
1-Ton	$	18.24
2-ton	$	20.95
Trailer	$	9.46
Rubber Tire Hoe	$	32.43
Rodder	$	29.39
Winch Truck	$	29.39
A/C	$	15.54
Light Plant	$	20.81
Arrow Board	$	12.16
2" water pump	$	6.76
Generator	$	6.76
Cable Cart	$	9.46
MH Package	$	19.60

Locating Crew Rate		
Foreman	$	50.44
Truck	$	16.89
Total	$	67.32

Maintenance, Repair and Restoration Services

1. Thayer shall provide Owner with an updated contact/escalation list to aid in trouble reporting and resolution as Exhibit B-1 and will provide updates as necessary to ensure that Owner has the most up to date contact information.
2. Thayer shall notify Owner of any scheduled service-affecting work on each fiber route at least 48 hours in advance.
3. Thayer shall have the responsibility to maintain and repair all Fibers, Cable, Conduit and Associated Property, including, without limitation, User Fibers during the Term of this IRU Agreement. Thayer shall maintain and repair, or cause to be maintained and repaired, such items in a good operating condition and pursuant to the Specifications and all applicable manufacturer's specification, industry standards, building, construction and safety codes, as well as any and all other material, applicable governmental laws, statutes, rules, regulations, codes and ordinances.
4. User shall not, by itself or through any agent or contractor, make any repair, replacement, alteration or modification to User Fibers, or any portion of the System or any other equipment or facilities provided by Owner in relation to the User Fibers, nor shall User install any equipment or facilities to be used with the User Fibers or use the User Fibers in any manner which damages or interferes with the System.
5. Owner shall have the right to inspect User Fibers and User's use of the Cable during normal business hours upon twenty-four (24) hour notice to User or immediately in the event of any emergency situations. The right to inspect shall include the right of access to any property owned, leased or otherwise controlled by User.
6. Upon notification of a possible damaged Fiber, Thayer will dispatch technicians to the site to locate the damage. Thayer shall use commercially reasonable efforts to commence this process within two (2) hours of notice of the damage. The technicians shall promptly assess the information provided by the local contact and conduct a visual inspection of the Fiber to determine to what extent the Fiber may be structurally damaged. If no damage is apparent visually, the technician will proceed to the nearest location that allows him to perform an OTDR test. The technician will then calculate where the damaged Fiber is located along the segment and again visually inspect that length of Cable. All permanent restorations will be made at off peak use time with coordination of all companies leasing Fibers in that particular fiber route. Thayer will supervise all restoration efforts to ensure timeliness and quality of repair.
7. During the Term of this IRU Agreement, Owner will receive from User an annual maintenance, and standard pole transfers free of charge. Restoration, emergency call out, and planned fiber builds by the Owner will be billed according to the schedule below unless otherwise agreed terms outside of this IRU Agreement.
8. Thayer shall perform the following Quarterly Drive-out Maintenance services:

Once per quarter, 100 percent of the fiber plant will be driven out and visually inspected for issues, potential hazards, broken lashing wire, pending pole transfers, and general right-of-way conditions that may threaten continuous operation.

Quarterly Drive out Maintenance to include;

1) General repair of lashing wire
2) Completion of standard pole transfers (does not include service interrupting transfers)
3) Identification of any visible hazards, road projects, and other situations that may affect the fiber plant

Quarterly Dive out and detailed inspection of the fiber route based on the final agreement is proposed to be free of charged annually. Detailed report with recommendations for corrective actions for issues found during inspection and beyond basic maintenance and standard pole transfers would be provided to the city and submitted for city approval. Rates for repairs are $320 per hour for regular time, $440 per hour for overtime, and $600 per hour for Holiday time. Splicer rates are $100, $140, and $200 per hour respectively. On call services are proposed at previous mentioned rates per hour based on general SLA terms of 3-hour response, 5-hour temporary repair status. Permanent repairs would be coordinated with the city based on the conditions of the outage. Hourly rates for call out as listed above would apply. Terms may be adjusted based on the final SLA.

Date: 01/07/18	No.: C-04-18
Introduced By: Mr. Davis	1st Reading: 01/16/18
Committee: Finance	Public Notice: 01/18/18
Originated By: Mr. Smith	2nd Reading: 02/05/18
Approved: Mr. Davis	Passed: ____ Rejected:
Emergency: ___ 30 Days: X	Codified: ___ Code No:
Current Expense: ________	Passage Publication:

ORDINANCE C-04-18

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH GROVE CITY TOWN CENTER INC.

WHEREAS, the Grove City Historic Town Center is vital to the success of our community, and the City of Grove City wants to maintain the Town Center as part of the quality of life for the residents of the City; and

WHEREAS, for the last several years, the City has funded, on a reimbursement basis, Grove City Town Center Inc. marketing and development efforts; and

WHEREAS, Grove City Town Center Inc. is a member in good standing with Heritage Ohio and is a 501(c)6 nonprofit organization registered as such with the Ohio Secretary of State; and

WHEREAS, Grove City Town Center Inc. is marketing the Town Center to both internal and external audiences; 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 with Grove City Town Center Inc. 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-04-18

Exhibit A

Reimbursement Agreement Between
The Grove City Town Center Inc. and the City of Grove City

This Agreement is made this the 1st day of January, 2018, by and between the City of Grove City, Ohio ("City") and the Grove City Town Center Inc. ("GCTC"). The purpose of this agreement is to financially aid with the continuation of the Grove City Town Center Inc, a 501(c)6 nonprofit organization registered as such with the Ohio Secretary of State.

Scope of Services: To lead and stimulate economic development and marketing the Town Center to internal and external audiences in accordance with the purpose set forth in the current By-Laws of GCTC attached hereto as Exhibit A.

Term: The term of this Agreement will be Three (3) years.

Reimbursement and Method of Payment: Subject to the terms of this Agreement, the City agrees to reimburse GCTC up to the following amount during the term of this Agreement:

Year	Reimbursement Maximum
2018	$75,000
2019	$70,000
2020	$65,000

The annual maximum amount is only to be used for expenditures incurred during that year and may not be rolled over to subsequent years.

Payments shall be made to GCTC upon a written reimbursement request for eligible expenditures. An eligible expenditure shall be limited to budget items included in the proposed budget submitted as part of this Agreement and attached hereto as Exhibit B. Any reimbursement request shall include receipts and reports to the City detailing all expenditures for which reimbursement is requested. The City shall review the request for conformance with the proposed budget and issue payment to the GCTC within 10 days of receipt. Expenditures for alcohol, entertainment, clothing, or gifts shall not be eligible for reimbursement. Except as provided herein, expenditures incurred before the execution of this Agreement shall not be eligible for reimbursement.

Reporting: By February 28th and September 30th, GCTC shall provide a written update on the progress of the GCTC to the City. This report shall include a statement of goals and objectives and the evaluation criteria by which such goals and objectives are measured. Audited financial statements completed by Certified Public Accountant and tax filings, including IRS Form 990, shall be provided, by June 15 each year, listing receipts and expenditures identified by each program activity.

In the event that the reports and audited financial statements are not provided by June 15 of each year of the term, the reimbursements from the City shall be suspended until such time that the City receives the documents required herein.

Other Requirements:

- The GCTC will continue to be a member in good standing with Heritage Ohio.
- GCTC shall, if requested, attend any Grove City Council budget or related hearings.
- All meetings of the GCTC Board shall be open to the public unless an exception exists under the Ohio Open Meetings Act (O.R.C. §121.22).
- Prior to execution of this agreement, GCTC shall:
    - Provide the City with the current By-Laws which shall be attached as Exhibit A; and
    - Provide the City with a proposed budget which shall be attached as Exhibit B; and
    - Provide the City with a GCTC board resolution indicating acceptance of the grant and naming an individual responsible for the grant administration which shall be attached as Exhibit C; and
    - Provide the City with the minutes of the meeting in which the aforementioned resolution was adopted which shall be attached as Exhibit D; and
    - Update City Council on the progress under the prior agreement and goals going forward under this Agreement.

- The funds made available by the City, on a reimbursement basis, are intended to supplement the fundraising efforts of GCTC. During the term of this Agreement, GCTC will continue to pursue additional revenue sources.

- This Agreement supersedes and replaces any prior agreements between the Parties.

- This Agreement is contingent upon the funds required herein to be appropriated by Grove City Council.

(Rest of Page Left Intentionally Blank, Signature Page to Follow)

IN WITNESS WHEREOF the parties have executed this Agreement as of the ____day of __________________, 2018

.

City of Grove City

BY: ___________________________

Charles W. Boso, Jr.
City Administrator

Grove City Town Center Inc.

BY: ___________________________

Dave Crosby
President

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

Exhibit A
By-Laws

C-04-18
Exhibit "A"
of agreement

BYLAWS

of

Grove City Town Center, Inc.

3378 Park Street, Suite C, Grove City, OH
43123

ARTICLE I Name and Principal Office

1. The name of the organization shall be Grove City Town Center, Inc. (the "Organization").

2. The principal office shall be at 3378 Park St., Suite C, Grove City, OH 43123, or as otherwise determined by the Board of Trustees (the "Board").

3. "Town Center" means the area bounded by Haughn Road to the east, the railroad tracks to the west, Southwest Boulevard to the north, and Casa Boulevard to the south.

ARTICLE II Primary Responsibilities

The purpose of the Organization is to: (a) stimulate economic development in the Town Center; (b) develop leadership in the business community; (c) promote the Town Center as an exciting place to live, shop, and invest; (d) encourage improvements to and new development in the Town Center; (e) utilize funding resources to effectively market the Town Center; and (f) strengthen the overall community by building relationships throughout the City of Grove City (the "City").

ARTICLE III Membership

1. Any business, organization, or individual interested in supporting the Town Center can become a member of the Organization by completing the Organization's application form, and paying dues at the rate(s) and in the form(s) established by the Board in its business judgment.

2. Each Member is entitled to one vote on any business brought before Members by the Board.

3. Membership dues are nonrefundable.

ARTICLE IV Annual Membership Meeting

1. A meeting of the Members shall occur annually in January, weather permitting, or at date and time as determined by the Board.

2. The purpose of the annual meeting is to: (a) elect Trustees; (b) fill Board vacancies; (c) vote on Trustee's appointed during the previous year to fill an unexpired term; (d) present a financial report of the Organization; (e) consider business introduced by the Board; and (f) consider other business introduced by Members.

3. A quorum is required for the annual meeting. The voting Members present at the annual meeting, in person or by proxy, shall constitute a quorum for the meeting.

4. A majority vote shall decide any question brought before the Organization's Members. Members and Trustees shall have one vote.

5. The Organization shall provide Members notice of the annual meeting. Notices shall:

   a) be provided not less than 15 days prior to the annual meeting;

   b) state the date, time, and place of the annual meeting; and

   c) be delivered first class U.S. mail or by electronic mail. Notices shall be deemed delivered by mail or electronic mail when sent to the physical address, e-mail address, or both, provided by the Member.

6. At the annual meeting, officers shall report to the Members on the Organization's activities during the previous year and plans for the following year, including, without limitation, the Organization's budget. Copies of any written report or summary prepared by the officers will be made available to Members upon request.

7. The Board shall preside over the annual meeting; the Organization's current president will serve as chairperson.

8. Members are permitted to vote by proxy as follows:

   a) If a Member is unable to attend the annual meeting, the Member may request to vote by proxy.

   b) The Organization may provide the requesting Member a proxy form, but any typed or handwritten statement signed by the Member that unequivocally identifies the Member's vote(s) is acceptable.

   c) The proxy form or statement must be delivered to the Organization's office at least five (5) business days prior to the scheduled annual meeting.

   d) The Board will authenticate the Member's proxy form or statement.

   e) The Secretary will enter all authenticated proxy votes into the record.

9. Interested parties not directly affiliated with the Organization may be given notice of the annual meeting by a Member or the Board.

10. Robert's Rules of Order Newly Revised shall govern parliamentary procedure of the Organization.

ARTICLE V Membership Meetings

1. A general meeting of the Members other than the annual meeting is not required during the year but can be called at any time by: (a) the President; (b) a majority of the Board; or (c) by written petition signed by at least 10 members in good standing.

2. A general meeting of the Members shall be:

   a) presided over by the Board, chaired by the President; and

   b) held at a date and time as determined by the Board, after all Members have been issued notice as set forth in Article IV.5 of these Bylaws.

3. A quorum is not required, but if the meeting is called by written petition, all Members who signed the written petition must be present, in person or by proxy, or the meeting will be adjourned by the President without action.

ARTICLE VI Board of Trustees

1. The Organization shall be governed by a Board elected by the Members. The Board shall consist of an odd number of at least seven (7) members, and not more than nine (9) members.

2. Trustees shall serve without pay or other compensation. Provided, however, that Trustees may be reimbursed for out-of-pocket expenses incurred in the performance of tasks or duties on behalf of the Organization that are submitted to the Treasurer and approved by the Board.

3. The business and affairs of the Organization shall be conducted by the Board, and all powers of the Organization, except as otherwise provided by these Bylaws or by law, shall be vested in the Board. Trustees shall perform their duties in good faith, in a manner reasonably believed to be in the best interests of the Organizations, and with the care that an ordinarily prudent person in a like position would use under similar circumstances.

4. In performing duties, a Trustee is entitled to rely on information, opinions, reports, or statements, including financial statements or other financial data, prepared or presented by:

   a) one or more Trustees, Officers, or employees of the Organization whom the Trustee reasonably believes are reliable and competent in the matters prepared or presented;

   b) counsel, public accountants or other persons as to matters that the Trustee reasonably believes are within the person's professional or expert competency;

   c) A committee of Trustees upon which he/she does not serve.

5. A majority of the Board shall constitute a quorum for the transaction of business by the Board. At any meeting at which a quorum is present, the majority of those present may bind the Board.

6. The term of office for each Trustee shall be three (3) consecutive years; a trustee shall be eligible to serve three (3) consecutive terms before being required to leave the Board for at least one (1) full year prior to becoming eligible to serve a fourth and final three (3) year term.

   a) Provided the Trustee meets all applicable qualifications, a Trustee whose three (3) year term has expired can seek re-election at the annual meeting.

b) Any interested person may apply for a Board vacancy no later than four (4) weeks prior to the annual meeting.

c) Trustee nominations may be made from the floor at the annual meeting by any Member present, provided the nominee has submitted a written statement expressing a willingness to serve, or has personally notified at least two Trustees of his/her desire to be a Trustee.

d) Each Trustee is expected to serve the term for which he/she is elected, and continue serving until a successor has been appointed or elected.

e) At all Trustee elections, candidates receiving the greatest number of votes shall be elected. At the request of a Member or Trustee, voting shall occur by secret ballot.

7. A Board vacancy, other than a vacancy resulting from an expired term, shall be filled by a majority vote of the current members of the Board, and a Trustee elected to fill a vacancy shall serve the full unexpired term.

8. A Trustee with three (3) consecutive unexcused absences from regular meetings may be removed as from the Board by an affirmative vote of two-thirds of the remaining Trustees.

9. The Organization may hold regular and special Board meetings.

a) Regular meetings shall occur not less than eight (8) times each year at a time and place as determined by the Board.

b) Special meetings may be called by the President, or by three or more Trustees.

c) A meeting agenda shall be provided by first class U.S. mail or electronic mail at least five (5) calendar days prior to a scheduled meeting.

d) A member of the Board shall be entitled to one vote on all matters presented to the Board at a meeting.

ARTICLE VII Officers

1. An officer must be a current Town Center Patron, and can be an elected or a Board appointed trustee.

2. The Organization's offices, and the duties of the Officers, include:

a) President. The President shall chair all meetings and shall perform such duties incident to that office.

(i) The President shall have the authority to appoint special committees as required to fulfill the Organization's mission and purpose.

(ii) Service on a committee is not restricted to Trustees; any person can serve on a committee. Provided, however, that a committee must contain at least one Trustee, must be chaired by a Trustee, and must select a secretary.

b) Vice-President. The Vice-President shall have duties and responsibilities as the President or the Board may from time to time prescribe, and shall preside over any meeting which the President is unable to attend.

c) Secretary. The Secretary shall keep minutes of all meetings of Members and all meetings of the Board.

   (i) Minutes shall be prepared in electronic format and circulated to Trustees upon completion within 14 days of a meeting.

   (ii) Minutes of the annual meeting shall be made available to Trustees or Members upon request within 14 days of the annual meeting.

   (iii) A single copy of the minutes of the previous Board meetings shall be available for review at each meeting of the Trustees.

   (iv) The Secretary may have other duties assigned by the President or Board.

d) Treasurer. The Treasurer shall have duties as assigned by the President and/or the Board, and shall oversee Organization's finances as follows:

   (i) timely deposits of the Organization's funds;

   (ii) an annual financial report that includes a profit-loss statement, balance sheet with a summary of the Organization's assets and liabilities, and the Organization's capital and surplus accounts; and

   (iii) an annual review the Organization's books and records by a certified public accountant (the President or any Trustee can request an audit at any time).

   The Treasurer shall surrender any financial records in his/her possession at the end of a term of office.

3. Should an officer become unable to serve the Organization, the Board will replace the individual by special election. That person shall then serve until the end of the unexpired term.

ARTICLE VIII Executive Director; Organization Employees

1. The Board may hire an Executive Director as need and funding is available. The position can be full or part-time, and the Executive Director shall perform the duties assigned by the Board.

2. The Executive Director cannot serve as a Trustee or officer of the Organization.

3. The Executive Director can hire other full-time or part-time employees as needed with Board approval.

ARTICLE IX Finance, Banking, Budget

1. All checks, drafts, and other instruments for the payment of money, and all instruments of transfer of securities, shall be signed in the name and on behalf of the Organization by the Executive Director and two of the following elected Officers: (a) President, (b) Treasurer, and (c) Vice

President.

2. The Organization's funds shall be deposited in a timely manner to the credit of the Organization in such banks, trust companies, or other depositories as the Board may, from time to time, select.

3. On behalf of the Organization, the Board may accept any contributions, gifts, bequests, or devices for the general use of the Organization.

4. The Board shall assist in the preparation of and approve a budget for the following calendar year no later than December 30th of each year. The budget shall be presented to the Members at the annual meeting for informational purposes. The approved budget may be reviewed and revised periodically throughout the year as the Board deems necessary.

5. After the close of each fiscal year, the Treasurer shall prepare (direct and supervise the preparation of): (a) a balance sheet describing the financial condition of the Organization as of the close of the fiscal year; and (b) a statement of the source and application of funds detailing the Organization's operations during the fiscal year.

6. The Board can authorize a credit or debit card for purchases up to $200 daily without action by the Board. Provided, however, that any charge to the Organization's checking account in excess of $200 requires approval, in advance, of the President or Treasurer. The Executive Direct shall hold the card and be responsible for its use.

ARTICLE X General Provisions

1. The Organization's fiscal year shall begin January 1st and end on December 31st each year.

2. The Board may authorize any mortgage or pledge of all or any of the Organization's property, or any interest therein, for the purpose of securing the payment or performance of any obligation, or take any action as necessary in furtherance of the authority set forth in Section 1702.30 of the Ohio Revised Code.

3. All property acquired by the Organization by purchase, gift, bequest, or otherwise shall be the absolute property of the Organization, unless otherwise specified in writing at the time it was acquired.

4. As set forth in Section 1702.39 of the Ohio Revised Code, the Board may authorize the lease, sale, exchange, transfer, or other disposition of any of the Organization's assets without procuring authorization from the court pursuant to Section 1715.39 of the Ohio Revised Code and any such lease, sale, exchange, transfer or other disposition shall be made in whole or in part for money or other property, including shares or other securities or promissory notes of any for profit corporation.

5. The President and Trustees shall prepare, or direct the preparation of and approve, an annual report as a permanent record not later than the last day of January in each year. A copy of that report shall be retained by the Organization, provided to members of Grove City Council, Council Clerk, the Mayor, City Administrator, and Finance Director. The annual report shall include: (a) a report on activities during the year in which funds from the City of Grove City were utilized; (b) a report on all activities of the Organization described in Article II; (c) the minutes of the annual meeting, Member meetings, and regular and special meetings of the Board held during the previous year; and (d) the Organization's budget for the next fiscal year.

ARTICLE XI Leave of Absence

Any Trustee can request a leave of absence from the Board for any reason without resigning as a member of the Board, provided the requested leave of absence does not exceed three (3) months. A letter requesting a leave of absence must be submitted to the President in advance. During the Trustee's leave of absence, he/she will have no voting authority and cannot participate in any Board meeting. Only one (1) Trustee can take a leave of absence at any time.

ARTICLE XI Dissolution

Upon dissolution of the Organization, all residual assets shall be distributed to a non-profit organization as recognized by the Internal Revenue Service that is designated by the Board prior to dissolution, or the City of Grove City, Ohio, in the Board's sole discretion. All debts, loans and other financial obligations must be satisfied before transfer of any assets to another non-profit Organization.

ARTICLE XII Amendments, Changes to Bylaws

1. The President can appoint a Committee to review the Organization's Bylaws at any time. Necessary alterations, amendments, or complete repeal and adoption of new Bylaws can be prepared and presented to Members at the annual meeting. A majority vote will determine the outcome.

2. Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holding.

ARTICLE XIII Indemnification

1. Each Trustee, Officer, agent, employee or volunteer of the Organization, and any Trustee, Officer, director, agent, employee or volunteer of any other corporation serving as such at the request of the Organization, shall be indemnified by this Organization to the extent permitted by Section 1702.12(E) of the Ohio Revised Code.

2. The foregoing right of indemnification shall be in addition to any other rights to which any person seeking indemnification may be or become entitled by law, vote of the Board or disinterested Trustees of the Organization, or otherwise.

APPROVED THIS 19th DAY OF JAUNUARY, 2017.

David Crosby
President

Dennise Hunt
Vice President

Bev Babbert
Secretary

Melba Hompertz
Treasurer

Lori Johnson

Rosemary Barkes

Allen Jones

Warren Gard

Rebecca Sommer

Revised Aug. 11, 2008
Revised Jan. 27, 2011
Revised June 2nd, 2011
Revised January 19th, 2012
Revised March 25, 2017

Exhibit B
Budget

Town Center, Inc.

Proposed Budget For 2018

	2018 Projected	2018 % Rev
Revenues		
City Grant	75,000	41%
Memberships		
Memberships	4,500	2%
	4,500	
Fundraising		
Wine and Arts Festival	75,000	41%
Bourbon	18,000	10%
Beer Event	10,000	5%
Mistletoe Market	-	0%
	103,000	
Total Revenue	$ 182,500	100%
Expenses		
Fundraising Cost		
Wine and Arts Festival	65,000	36%
Beer Event	8,500	5%
Bourbon Tasting	15,000	8%
Mistletoe Market	500	0%
Event Equipment	500	0%
Total Fundraising Cost	**$89,500**	
% of Fundraising Revenues	87%	
Payroll and Related		
Salary	19,000	
Taxes	3,200	
Services Fee	1,500	
	$ 23,700	
Dues and Education		
Heritage Ohio	$450	
Conference	$500	
Education	$200	
Travel	$350	
	$1,500	
Administrative		
Office Supplies	3,200	2%
Postage	2,800	2%
Printing	5,000	3%
Office Equipment	2,000	1%
Insurance	2,200	1%
Legal and Accounting	4,000	2%
	$ 19,200	
Facilities		
Rent	$600	
Phone & Internet	$2,400	
	$ 3,000	
Marketing		
Website, Social Media, IT	2,200	1%
Marketing	6,000	3%
Facebook Advertising	3,000	2%
Thanksgiving Meals	800	0%
Print Subsidy	4,000	2%
Networking	-	0%
Open Flags	1,000	1%
Christmas Party	1,500	1%
Christmas Decorating Contest	600	0%
Business Promotion	1,500	1%
Gift Certificate	1,500	1%
	$ 22,100	
Total Expenses	**$159,000**	
Net Income	**$23,500**	

Exhibit C
GCTC Board Resolution

A RESOLUTION TO ACCEPT A THREE YEAR AGREEMENT
FOR FUNDING FROM THE CITY OF GROVE CITY.
01/18/2018

WHEREAS, the Grove City Town Center Inc., a nonprofit 501(c) 6 that represents the historic Grove City Town Center by being advocates for the historic town center and its businesses and residents, who work diligently for the economic growth of the town center through services that we offer along with raising community awareness of the businesses in the town center; and

WHEREAS, the Grove City Town Center Inc. has submitted a request to the City of Grove City for continued funding through a reimbursable grant to further our mission, programs, and community events; and

WHEREAS, the Grove City Town Center Inc. has shown fiscal responsibility with the original grant, and has been a positive influence to provide the town center businesses and property owners with the necessary tools to provide sustainable economic growth, while raising awareness of the overall community to the existence of the town center businesses.

NOW, THEREFORE, BE IT RESOLVED, that, the Board of Directors of the Grove City Town Center Inc. do accept the City of Grove City's three-year proposal for funding in the form of $75,000 for calendar year 2018, $70,000 for calendar year 2019, and $65,000 for calendar year 2020, and authorize David Crosby, President, to enter into the agreement with the City of Grove City; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately as voted by the Board of Directors of the Grove City Town Center Inc.

David Crosby President

Andrew Furr Executive Director

Exhibit D
Board Minutes

"The mission of the Grove City Town Center Inc is to preserve, support, educate, and enhance the Historic Town Center. We will partner with local business, residents, and city government to attract people to the Town Center. Promote, market, and advocate for small business and to assist new endeavors within the Town Center."

Grove City Town Center Inc
January 18, 2018
6:30 pm Board Meeting Minutes

Call to Order.
Present: Bev Babbert, Warren Gard, Dave Crosby, Lori Johnson, Melba Hompertz, Rosemary Barkes, Dennise Hunt.
Absent: Allen Jones, Paul Allmon
Guest: Jeff Davis

Adoption of the Agenda.
A motion was made by Dennise Hunt to approve the agenda as written, seconded by Warren Gard, all in favor.

Approve November meeting minutes.
Corrections to the minutes are noted and will be corrected. A motion was made by Bev Babbert to approve the November minutes with corrections, seconded by Rosemary Barkes, all in favor.

Approve November, December financials.
After some discussion of bank service charges, a motion was made by Lori Johnson to approve the financials, seconded by Dennise Hunt, all in favor.

Committee Reports
Marketing, no meeting
Design, no meeting
Operations, see attached
Business Enhancement, no meeting

Election of Officers
A nomination was made by Dennise Hunt for the following:
President: Dave Crosby
Vice President: Dennise Hunt
Secretary: Bev Babbert
Treasurer: Melba Hompertz
Hearing no other nominations a vote was taken and the nominations were approved unanimously.

Items for Discussion:

1. Discuss and Approve a three-year agreement with the City of Grove City for funding.
   After discussion into the agreement and explanation of current practices a motion was made by Warren Gard to approve the three-year agreement, seconded by Bev Babbert,

Committee Meeting Schedule

Operations 2nd Tuesday of the month	Chair Melba Hompertz
Marketing 2nd Friday of the month	Chair Dennise Hunt
Business Enhancement, as needed	Chair Warren Gard
Design as needed	Chair Rebecca Sommer, Bev Babbert

yea votes: Warren Gard, Bev Babbert, Melba Hompertz, Dennise Hunt, Rosemary Barkes. No: Dave Crosby, Lori Johnson. Motion carries.

2. Authorize the President to enter into the three-year agreement with the City of Grove City for funding.
   A motion as made by Dennise Hunt to approve the President, Dave Crosby, to enter into the agreement by Dennise Hunt, seconded by Bev Babbert, all in favor.
3. Approve a resolution to accept the three-year grant from the City of Grove City as referenced above in line item 1.
   A motion was made by Warren Gard to approve the resolution of acceptance, seconded by Bev Babbert, all in favor.

Old Business
No old business.

New Business
Upcoming

Committee Meeting Schedule

Operations 2nd Tuesday of the month	Chair Melba Hompertz
Marketing 2nd Friday of the month	Chair Dennise Hunt
Business Enhancement, as needed	Chair Warren Gard
Design as needed	Chair Rebecca Sommer, Bev Babbert

Date: 01/29/18
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Robin.
Emergency: ___ 30 Days: ___
Current Expense: X

No.: C-06-18
1st Reading: 02/05/18
Public Notice: 02/07/18
2nd Reading: 02/20/18
Passed: ___ Rejected:
Codified: ___ Code No:
Passage Publication:

ORDINANCE C-06-18

AN ORDINANCE TO AUTHORIZE THE PURCHASE THE PROPERTY LOCATED AT 4037 ARBUTUS AVENUE AND APPROPRIATE $120,000.00 FROM THE GENERAL FUND FOR SAID PURCHASE AND RELATED EXPENSES

WHEREAS, the City is looking to acquire the property located on the same block as the police station; and

WHEREAS, the acquisition would enable the City to add additional parking for the Division of Police.

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

SECTION 1. Council hereby authorizes the purchase the property located at 4037 Arbutus Avenue as set forth in Exhibit "A".

SECTION 2. There is hereby appropriated $120,000.00 from the unappropriated monies of the General Fund to account number 100120.571000 for the Current Expense of said purchase and related expenses.

SECTION 3. 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

I certify that this
ordinance is correct as to form.

____
Stephen J. Smith, Director of Law

C-06-18

The Columbus REALTORS®/CBA purchase contract shall be printed in 11 point Arial font, and all deviations in the standard form must be printed in **12 point or larger courier font in bold.** Use of **courier font in bold** denotes deviation from the standard Columbus REALTORS®/CBA purchase contract. All deletions from the standard form are to be noted by "strike-out".

J Chris Roach
Agent
Chris Roach Real Estate
Company
3980 Broadway
Address
Grove City OH 43123
City State Zip

REAL ESTATE PURCHASE CONTRACT

ADOPTED BY COLUMBUS REALTORS® CBA

It is recommended that all parties be represented by a REALTOR® and an Attorney

Date: Jan 8, 2018

Upon the following terms, the undersigned Buyer agrees to buy and the undersigned Seller agrees to sell, through the Broker referred to below, the premises, described as being located in the State of Ohio, County of **Franklin**, Tax parcel no(s). **040-000462** and further described as:

4037 Arbutus Ave, Grove City, OH

1. **Purchase price** shall be $**120,000.00**.

1.1 Additional Terms and Conditions:
Cash at closing - Subject to purchase approval by Grove City Council

2. **Attorney Approval Clause**
The Buyer or Seller may terminate this contract if the party's attorney disapproves this contract, by providing written notice of said disapproval, along with changes proposed by that party's attorney to remedy the disapproval, within 5 calendar-days after acceptance hereof (this provision is not applicable if number of days is not inserted). If the other party accepts the proposed changes in writing within 3 calendar-days after delivery thereof, this contract shall continue in full force and effect, as amended by the changes. The party requesting the changes may waive the request in writing prior to the expiration of the 3 calendar day period. If the contract is terminated, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

3. **Financing:** (Buyer shall select and initial one of the following)
3.1 ____ / ____ Buyer will pay the purchase price in cash at closing. Paragraph 3.2 does not apply to this contract. Buyer shall deliver to the Seller or Seller's Broker, within _____ calendar-days (if left blank, number of calendar-days shall be 5) after the date of acceptance of this contract, one of the following: a letter from a financial institution, current bank statement, or other evidence reasonably satisfactory to Seller that sufficient funds are available to complete this transaction. If the Buyer does not deliver such evidence within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3. **OR**

3.2 ____/____ This contract is contingent upon Buyer obtaining financing for the purchase of the property, subject to provisions set forth in this paragraph 3.2.

3.2(a) Lender Pre-Qualification:
Buyer _____ / _____ (insert initials here) has delivered **OR** _____ / _____ (insert initials here) shall deliver within _____ calendar-days (if left blank, the number shall be 2) after date of acceptance, to Seller or Seller's Broker, a lender's pre-qualification letter stating that the Buyer's credit report has been reviewed, and that Buyer is prequalified to obtain a loan sufficient to finance the purchase of the property. If the Buyer does not deliver the pre-qualification letter within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3.

3.2(b) Loan Application:
(i) Within _______ calendar-days, (if left blank, the number of calendar-days shall be 7) after the date of acceptance of this contract, Buyer shall:
a) make formal application for a (write in type of loan: Conventional, FHA, VA, USDA) ____________________loan,
b) inform the Seller or Seller's Broker in writing of the identity of the lender, and
c) notify the lender of the Buyer's intent to proceed pursuant to applicable federal regulations.

If the Buyer does not inform the Seller or Seller's Broker in writing of the identity of the lender within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3.

(ii) The Buyer shall provide information and documentation, and otherwise comply with all reasonable requests made by the lender and title insurance agent during the mortgage loan application and approval process. If, at any time, the lender notifies the Buyer in writing that it will not be able to provide financing upon the terms and conditions stated in the loan application, the Buyer may terminate this contract by delivering a copy of the lender's written notification to the Seller or Seller's Broker within 3 calendar-days following Buyer's receipt thereof. Upon delivery, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12. **Failure of the Buyer to deliver the lender's written notification within 3 calendar-days following Buyer's receipt thereof constitutes a waiver of Buyer's right to terminate the contract due to the Buyer's failure to obtain financing.**

3.2(c) Loan Commitment:
The Seller's obligations are contingent upon the Buyer obtaining and delivering to the Seller or Seller's Broker a loan commitment within _______calendar-days (this subsection 3.2(c) is not applicable if number of days not inserted) after acceptance of this contract. This time period shall be known as the Loan Commitment Period. Buyer shall use good faith and reasonable efforts to obtain the loan commitment. The loan commitment shall state that the lender will provide financing for the purchase of the property, subject to conditions and qualifications imposed at the lender's discretion.

If, at the expiration of the Loan Commitment Period, the Buyer has not delivered the loan commitment to the Seller or Seller's Broker, the Seller may terminate this contract pursuant to paragraph 3.3.

3.2(d) Appraisal Contingency:
If the property is appraised for loan purposes for less than the purchase price stated herein, the Buyer shall have the right to terminate this contract by written notice to the Seller or Seller's Broker delivered within 3 calendar-days after Buyer receives a copy of the appraisal. The notice shall be signed by the Buyer and accompanied with the appraisal. This contract shall terminate 3 calendar-days thereafter, and the earnest money deposit shall be returned to the Buyer, pursuant to paragraph 12. **Failure of the Buyer to deliver the written notice of low appraised value within 3 calendar-days following Buyer's receipt thereof constitutes a waiver of Buyer's right to terminate, pursuant to this provision.**

NOTE: The parties may use the 3 calendar day period prior to termination to renegotiate the purchase price or any other contract provisions in lieu of terminating the contract, but are not obligated to do so.

3.3 Demand for Financing Evidence:
If Seller does not receive Buyer's written notice or documents as required in paragraphs 3.1, 3.2(a), 3.2(b)(i), or 3.2(c) (the "Financing Evidence"), the Seller may, at any time until 7 calendar-days before the closing date set forth in paragraph 15.1, notify the Buyer or Buyer's Broker in writing that Seller has not received the required Financing Evidence, specifying which type of Financing Evidence is overdue (a "Demand for Financing Evidence"). If Seller receives the required Financing Evidence within 3 calendar-days after delivery of Seller's Demand for Financing Evidence, the parties shall proceed with the transaction. If Seller does not receive the required Financing Evidence within 3 calendar-days after delivery of the Demand for Financing Evidence, Seller may, at any time thereafter until the Financing Evidence has been received, terminate this contract by delivering written notice of termination to the Buyer or Buyer's Broker, at which time the Earnest Money Deposit shall be released to the Buyer. Seller's election to terminate pursuant to this paragraph 3.3 is Seller's sole legal remedy for Buyer's failure to deliver the Financing Evidence, acts as a bar to any additional legal or equitable claims that Seller may have against the Buyer, and constitutes Seller's consent to the release of the Earnest Money Deposit. **Failure of the Seller to timely deliver the written Demand for Financing Evidence constitutes a waiver of Seller's right to terminate pursuant to this provision.**

4. **Taxes and Assessments:**

4.1 The real estate taxes for the premises for the current year may change as a result of the transfer of the premises, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.
Seller shall pay or credit at closing:
(a) all delinquent taxes, including penalty and interest;
(b) all assessments which are a lien on the premises as of the date of the contract;
(c) all agricultural use tax recoupments for years prior to the year of closing;
(d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
(e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

These adjustments shall be final, except for the following: (none if nothing inserted)

____.

4.2 The community development charge, if any, applicable to the premises was created by a covenant in an instrument recorded at (insert county) ____________________, Vol.________, Page number ________ or Instrument number______________. **(Note: If the foregoing blanks are not filled in and a community development charge affects the premises, this contract may not be enforceable by the Seller or binding upon the Buyer pursuant to Section 349.07 of the Ohio Revised Code.)**

4.3 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

____.

5. **Fixtures and Equipment**:
5.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And including the following:

____

____

____

5.2 The following shall be excluded: (none if nothing inserted)

____

____

5.3 The following leased items shall be excluded: (none if nothing inserted)

____

____

6. **Inspections and Tests:**
6.1 The Broker strongly recommends that the Buyer conduct inspections and/or tests. The Buyer and the Seller understand and agree that the Broker neither warrants nor assumes responsibility for the physical condition of the premises.

IT IS NOT THE INTENTION OF THIS PROVISION TO PERMIT THE BUYER TO TERMINATE THIS AGREEMENT FOR COSMETIC OR NON-MATERIAL CONDITIONS.

Buyer shall be responsible for the repair of any damages caused by the Buyer's inspections and tests; repairs shall be completed in a timely and workmanlike manner at Buyer's expense.

6.2 Seller shall cooperate in making the premises reasonably available for inspections and/or tests.

6.3 Specified Inspection Period: Buyer shall have ___________ (not applicable if the number of calendar-days is not inserted) calendar-days after the date of acceptance of the contract by both parties to have inspections, environmental inspections, and/or tests completed. This time period shall be known as the Specified Inspection Period. The number of calendar-days for the Specified Inspection Period is a specific time frame agreed upon by the Seller and the Buyer. The number of calendar-days cannot be modified or waived except by a written agreement signed by both parties.

All requests to remedy shall be submitted to the Seller or Seller's Broker within the Specified Inspection Period. Time is of the essence in completing any of the inspections, tests, and/or reports.

The Buyer, at Buyer's expense, shall have the right, and is strongly encouraged, to have any and all inspections, tests, and/or reports conducted, including but not limited to the following:

(a) Inspection of the premises and all improvements, fixtures, and equipment;
(b) Inspection or testing for **radon**;
(c) Inspection or testing for mold, and any other environmental test;
(d) Inspection or testing for lead-based paint;
(e) A pest inspection for termite and wood destroying insects with a report provided on a FHA/VA approved form by a licensed Ohio Certified Pest (Termite) Control Applicator;
(f) Inspection of the gas lines on the premises;
(g) Inspection of the waste treatment systems and/or well systems by a local health authority or state EPA approved laboratory of the Buyer's choice;
(h) Determination of the need for and cost of federal flood insurance;
(i) Confirmation of the insurability of the premises with an insurance company of the Buyer's choice.

With respect to housing constructed prior to January 1, 1978, the Buyer must be provided with the pamphlet entitled "Protect Your Family from Lead in Your Home" and the "Lead-Based Paint and Lead-Based Hazard Disclosure Form." Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

Lead poisoning in young children may produce permanent neurological damage including learning disability, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

6.4 If the Buyer **is not**, in good faith, satisfied with the condition of the premises as disclosed by the Buyer's inspections, tests, and/or reports provided for in paragraph 6.3, then the Buyer may elect to proceed under one of the following provisions, 6.4(a) or 6.4(b):

6.4(a) Agreement to Remedy Period: On or before the end of the Specified Inspection Period, the Buyer shall deliver to the Seller or the Seller's Broker a written request to remedy, signed by the Buyer, stating the unsatisfactory conditions, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions.

The Buyer and Seller shall have ________ calendar-days (not applicable if the number of calendar-days is not inserted), **after the end of the Specified Inspection Period**, to reach a written agreement regarding remedying the unsatisfactory conditions. This time period shall be known as the Agreement to Remedy Period. The number of calendar-days for the Agreement to Remedy Period is a specific time frame agreed upon by the Seller and the Buyer. The number of calendar-days cannot be modified or waived except by a written agreement signed by both parties. In the event the Buyer and Seller do **not** reach a written agreement regarding remedying the unsatisfactory conditions within the Agreement to Remedy Period, and the Buyer and Seller have **not** executed a written extension of the Agreement to Remedy Period, this contract shall terminate. Upon termination of the contract under this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

OR

Prior to the end of the Agreement to Remedy Period, the Buyer can, in writing, waive such request to remedy and proceed with the contract.

The commencement of the Agreement to Remedy Period does not obligate the Seller to reach an agreement with the Buyer.

The delivery by the Buyer of a written request to remedy any unsatisfactory conditions does not preclude the Buyer from later delivering a notice of termination as contemplated by paragraph 6.4(b) below during the Agreement to Remedy Period, unless the Buyer and Seller have reached a signed agreement regarding the Buyer's written request to remedy.

OR

6.4(b) Notice of Termination: Within the Specified Inspection Period or as provided in paragraph 6.4(a), the Buyer may terminate this contract by delivering written notice of termination to the Seller or Seller's Broker, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

FAILURE OF THE BUYER TO DELIVER WRITTEN NOTICE PURSUANT TO PARAGRAPHS 6.4(a) OR 6.4(b) CONSTITUTES ACCEPTANCE OF THE CONDITION OF THE PREMISES AND SHALL BE A WAIVER OF THE BUYER'S RIGHT TO TERMINATE PURSUANT TO THIS PROVISION.

7. **Warranties:**
7.1 Home Warranty or Protection Plan: The Seller, at a cost not to exceed $ ________________, shall provide a home warranty or protection plan from ______________________________ (not applicable if plan name not inserted). The Broker may receive compensation for services rendered in connection with the sale of the home warranty or protection plan.

7.2 Gas Line Warranty or Protection Plan: The Seller, at a cost not to exceed $ ____________ (not applicable if the dollar amount is not inserted), shall provide a gas line warranty or protection plan. Seller may obtain the gas line warranty or protection from a vendor of the Seller's choice, unless Buyer specifies the specific vendor hereafter: ____.

8. **Deed:**
8.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:
   (a) those created by or assumed by the Buyer;
   (b) those specifically set forth in this contract;
   (c) zoning ordinances;
   (d) legal highways;
   (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
   (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.

8.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted):______________________________.

9. Title Insurance:

9.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements, or the deletion of any standard exceptions.

The title evidence shall be certified to within 30 calendar-days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 8.1.

9.2 Seller shall deliver, or cause to be delivered, to Buyer or Buyer's Broker, a copy of the Commitment referenced in Paragraph 9.1 above no later than 15 calendar-days prior to the date of closing pursuant to this agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller or Seller's Broker, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

9.3 Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 8.1(c) through 8.1(f). Buyer must notify the Seller or Seller's Broker in writing of the objection by the earlier of: (i) the Closing date, or (ii) 10 calendar-days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within 30 calendar-days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

9.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

9.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off-record title matters, in accordance with the community custom.

10. Utility Charges, HOA / Condominium Charges, Interest, Rentals, and Security Deposits:

10.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

10.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

10.3 Security deposits shall be transferred to the Buyer.

10.4 Any fees, except any initial reserves or capital contributions, including but not limited to any processing, expedite, delivery, or statement fees by any owner's association (condominium or otherwise), management company, or civic association, that are charged in connection with the sale or transfer of the premises, shall be paid by the Seller at closing.

11. Damage or Destruction of Premises:

NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OR DESTRUCTION OF PREMISES, THE PARTIES RETAIN LEGAL COUNSEL.

11.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller.

11.2 If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer and/or Buyer's Broker that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed, including the amount of any applicable policy deduction. The written notice shall be delivered within 2 calendar days from the date of the discovery of the damage or destruction. Upon receipt of such notice, the Buyer may:

(a) agree to extend the closing date to the extent reasonably necessary to allow Seller to restore the premises to its previous condition; **OR**

(b) accept the premises in its damaged condition with an assignment of insurance proceeds, if any are available; **OR**

(c) terminate the contract by giving written notice to Seller and/or Seller's Broker. Upon termination the earnest money deposit, including any non-refundable deposits, shall be returned to the Buyer pursuant to paragraph 12.

11.3 Failure by the Buyer to notify the Seller and/or Seller's Broker in writing within 10 calendar-days from receipt of the notice of damage or destruction that Buyer is electing to proceed pursuant to paragraphs 11.2(a) or (b) shall constitute an election by the Buyer to terminate the contract pursuant to paragraph 11.2(c).

11.4 Failure by the Seller to provide the required written notice to the Buyer and/or Buyer's Broker shall result in the Buyer, upon discovery of the damage or destruction before closing, having all rights set forth in paragraph 11.2.

11.5 If Buyer discovers the damage or destruction after closing, Buyer shall have the right to pursue all legal remedies.

12. Earnest Money Deposit:

12.1 The Buyer shall make an Earnest Money Deposit in the amount of $ ____________________
(Paragraph 12 is not applicable if no amount inserted).

12.1(a) The Earnest Money shall be deposited (Buyer shall select and initial one of the following):

______ /______with the Buyer's Broker not later than 3 calendar-days after acceptance of this contract by both parties in writing.

OR

______/______with the Buyer's Broker not later than 3 calendar-days after the expiration of the Agreement to Remedy Period as set forth in paragraph 6.4 provided this Contract has not otherwise been terminated.

12.1(b) Within 3 calendar-days of the receipt of the earnest money, the Buyer or Buyer's Broker shall notify the Seller or Seller's Broker in writing that Buyer has made the earnest money deposit (the "Deposit Notice").

12.1(c) If Seller or Seller's Broker does not receive the Deposit Notice within 3 calendar-days following the date set forth in paragraph 12.1(a) for deposit of the Earnest Money, Seller may, at any time until Seller or Seller's Broker has received the Deposit Notice, notify Buyer or Buyer's Broker in writing that Seller has not received the Deposit Notice (a "Deposit Notice Demand"). If Seller receives the Deposit Notice within 3 calendar-days after delivery of Seller's Deposit Notice Demand, the parties shall proceed with the transaction. If Seller does not receive the Deposit Notice within 3 calendar-days after delivery of the Deposit Notice Demand, Buyer will be in breach of this contract and Seller may, at any time thereafter until the Deposit Notice has been delivered, terminate this contract by delivering written notice of termination to the Buyer.

12.2 Upon receipt of the earnest money by the Broker, the earnest money shall be deposited in the Broker's trust account.

Earnest Money Deposit Receipt

Broker acknowledges receipt of the Earnest Money Deposit set forth in Paragraph 12.1, by cash or check (check# _________), which shall be held, deposited and disbursed pursuant to paragraph 12.

Brokerage ____________________________, By____________________________, Date _________

12.3 If any written contingency is not satisfied or waived, or if the Seller fails or refuses to perform or if the Buyer rescinds this contract pursuant to paragraph 11.1(b), all earnest money deposited hereunder shall be returned to the Buyer. If the Buyer fails or refuses to perform, the earnest money deposited hereunder shall be paid to the Seller. In any event, except as provided in paragraph 3.3, and subject to collection by the Broker's depository, all earnest money deposited hereunder are to be disbursed as follows:

(a) The transaction closes and the Broker disburses the earnest money deposited hereunder to the Buyer or to the closing or escrow agent to be applied to the purchase price.

(b) The parties provide the Broker with written instructions that both parties have signed that specify how the Broker is to disburse the earnest money deposited hereunder and the Broker acts pursuant to those instructions.

(c) The Broker receives a copy of a final court order that specifies to whom all earnest money deposited hereunder is to be awarded and the Broker acts pursuant to the court order.

(d) All earnest money deposited hereunder becomes unclaimed funds as defined in division (M)(2) of section 169.02 of the Revised Code, and, after providing the notice that division (D) of section 169.03 of the Revised Code requires, the Broker has reported the unclaimed funds to the director of commerce pursuant to section 169.03 of the Revised Code and has remitted all of the earnest money to the director.

(e) In the event of a dispute between the Seller and Buyer regarding the disbursement of any earnest money deposited hereunder, the Broker is required by Ohio law to maintain such funds in his trust account until the Broker receives (1) written instructions signed by the parties specifying how the earnest money is to be disbursed or (2) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to the Buyer with no further notice to the Seller.

12.4 Except as provided in paragraph 3.3, the return or payment of the earnest money deposit hereunder shall in no way prejudice the rights of the Seller, Buyer, or Broker in any action for damages or specific performance.

13. Additional Provisions:

13.1 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in writing signed by the party giving such notice.

13.2 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this contract.

13.3 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

13.4 Term Definition: The term "Broker" shall include, without limitation, Broker and/or Broker's agents and shall include collectively, except where the context clearly indicates otherwise, both the Seller's Broker and the Buyer's Broker, if different. The term "day(s)" means calendar day(s). All references to dates and times refer to Columbus, Ohio, time.

13.5 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. Only original, manually signed documents shall be valid for deeds or other documents to be delivered at closing. For the purposes of this provision, "contract documents" do not include voice mail or email messages.

13.6 The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

13.7 Non-Foreign Seller: Seller represents that at the time of acceptance of this contract and at the time of closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax Act of 1980 (26 USC Section 1445(f) et seq., commonly known as "FIRPTA"). If either the sale price of the property exceeds $300,000.00, or the Buyer does not intend to use the premises as a primary residence, then, at closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, required under FIRPTA, signed under penalty of perjury, containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of FIRPTA. Buyer and its agents agree to keep Seller's social security number or other taxpayer identification number confidential.

14. NOTICES TO THE PARTIES:

14.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. While the Broker possesses considerable general knowledge, the Broker is not an expert on matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc. The Broker hereby advises the parties, and the parties acknowledge, that they should seek professional expert assistance and advice in these and other areas of professional expertise.

In the event the Broker provides to the parties names of companies or sources for such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or endorse the services and/or products of such companies or sources.

14.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

14.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller or the Seller's Broker, provided such document of rescission is delivered prior to all three of the following dates: (a) the date of closing, (b) 30 days after the Seller accepted the Buyer's offer, and (c) within 3 business days following the receipt by the Buyer or the Buyer's Broker of the Property Disclosure Form or amendment of that form.

14.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller or any Broker involved in the transaction.

14.5 Concessions: Buyer and Seller authorize the Broker to report sales and financing concessions data to the MLS membership and MLS sold database as applicable and to provide this information to state licensed appraisers researching comparables, upon inquiry, to the extent necessary to adjust price to accurately reflect market value.

15. Closing and Possession

15.1 Closing: This contract shall be performed, and this transaction closed, on or before February 28, 2018 unless the parties agree in writing to an extension. The Parties hereby expressly authorize any lender and/or closing agent to provide the parties' brokers, agents, and attorneys with the closing settlement statement (ALTA-1 or equivalent) for review in advance of closing.

15.2 Final Verification of Condition: Buyer shall have the right to make a final verification of the condition of the Property within 1 calendar-days prior to the day of closing (if left blank, the number of calendar-days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

15.3 Possession: Seller is entitled to possession through Closing. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 11.

15.4 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

16. Duration of Offer:

This offer shall be open for acceptance through January 9, 2018.

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: Chl W. Boso Jr

Print Name: Charles W. Boso, Jr.

Date Signed: 1/08/2018

Signature:

Print Name:

Date Signed:

Address:

Phone #:

Deed to:

Attorney:

Ofc. #:

Fax #:

Email:

Brokerage: Chris Roach Real Estate

Brokerage License #: 332811

MLS Office ID #: 7820

Ofc. #: 614-539-1234

Fax #: 614-875-3880

Address: 3980 Broadway

Grove City OH 43123

Agent: J Chris Roach

Agent License #: 332811

Phone #:

Alternate Phone #: 614-506-7081

Fax #:

Email: grovecityroach@aol.com

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature:

Print Name:

Date Signed:

Signature:

Print Name:

Date Signed:

Address:

Phone #:

Attorney:

Ofc. #:

Fax #:

Email:

Brokerage:

Brokerage License #:

MLS Office ID #:

Ofc. #:

Fax #:

Address:

Agent:

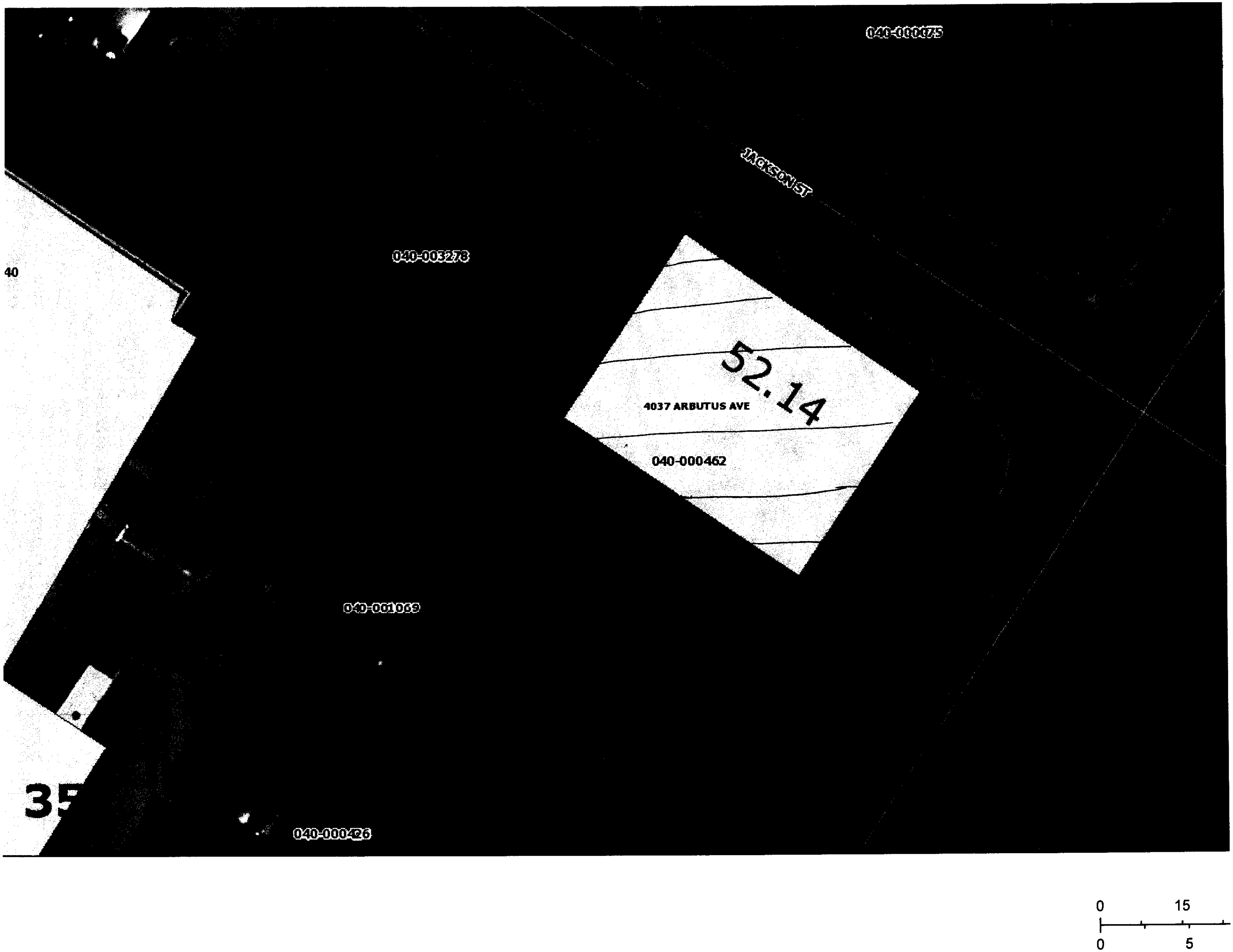
Agent License #:

Phone #:

Alternate Phone #:

Fax #:

Email: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Date: 01/29/18	No.: C-07-18
Introduced By: Mr. Davis	1st Reading: 02/05/18
Committee: Finance	Public Notice: 02/07/18
Originated By: Mr. Smith	2nd Reading: 02/20/18
Approved: Mr. Robin.	Passed:____ Rejected:
Emergency:___ 30 Days:____	Codified:___ Code No:
Current Expense: X	Passage Publication:

ORDINANCE C-07-18

AN ORDINANCE TO AUTHORIZE THE PURCHASE THE PROPERTY LOCATEDAT 4011 FIRST STREET AND APPROPRIATE $75,000.00 FROM THE GENERAL FUND FOR SAID PURCHASE AND RELATED EXPENSES

WHEREAS, this property was offered for sale and the City is looking to acquire property in the Town Center for redevelopment.

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

SECTION 1. Council hereby authorizes the purchase the property located at 4011 First Street as set forth in Exhibit "A".

SECTION 2. There is hereby appropriated $75,000.00 from the unappropriated monies of the General Fund to account number 100120.571000 for the Current Expense of said purchase and related expenses.

SECTION 3. 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

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-07-18

The Columbus REALTORS®/CBA purchase contract shall be printed in 11 point Arial font, and all deviations in the standard form must be printed in **12 point or larger courier font in bold**. Use of **courier font in bold** denotes deviation from the standard Columbus REALTORS®/CBA purchase contract. All deletions from the standard form are to be noted by "strike-out".

J Chris Roach
Agent
Chris Roach RE
Company
3980 Broadway
Address
Grove City OH 43123
City State Zip

REAL ESTATE PURCHASE CONTRACT

ADOPTED BY COLUMBUS REALTORS® CBA

It is recommended that all parties be represented by a REALTOR® and an Attorney

Date: Jan 5, 2018

Upon the following terms, the undersigned Buyer agrees to buy and the undersigned Seller agrees to sell, through the Broker referred to below, the premises, described as being located in the State of Ohio, County of **Franklin**, Tax parcel no(s). 040-000867 and further described as:

4011 First St. Grove City, OH

1. **Purchase price** shall be $75,000.

1.1 Additional Terms and Conditions:
Cash at Closing

Subject to approval by Grove City City Council.

2. **Attorney Approval Clause**
The Buyer or Seller may terminate this contract if the party's attorney disapproves this contract, by providing written notice of said disapproval, along with changes proposed by that party's attorney to remedy the disapproval, within 5 calendar-days after acceptance hereof (this provision is not applicable if number of days is not inserted). If the other party accepts the proposed changes in writing within 3 calendar-days after delivery thereof, this contract shall continue in full force and effect, as amended by the changes. The party requesting the changes may waive the request in writing prior to the expiration of the 3 calendar day period. If the contract is terminated, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

3. **Financing:** (Buyer shall select and initial one of the following)
3.1 ____ / ____ Buyer will pay the purchase price in cash at closing. Paragraph 3.2 does not apply to this contract. Buyer shall deliver to the Seller or Seller's Broker, within _____ calendar-days (if left blank, number of calendar-days shall be 5) after the date of acceptance of this contract, one of the following: a letter from a financial institution, current bank statement, or other evidence reasonably satisfactory to Seller that sufficient funds are available to complete this transaction. If the Buyer does not deliver such evidence within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3. **OR**

3.2 ____/____ This contract is contingent upon Buyer obtaining financing for the purchase of the property, subject to provisions set forth in this paragraph 3.2.

3.2(a) Lender Pre-Qualification:
Buyer _____ / _____ (insert initials here) has delivered **OR** _____ / _____ (insert initials here) shall deliver within _____ calendar-days (if left blank, the number shall be 2) after date of acceptance, to Seller or Seller's Broker, a lender's pre-qualification letter stating that the Buyer's credit report has been reviewed, and that Buyer is prequalified to obtain a loan sufficient to finance the purchase of the property. If the Buyer does not deliver the pre-qualification letter within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3.

3.2(b) Loan Application:
(i) Within _______ calendar-days, (if left blank, the number of calendar-days shall be 7) after the date of acceptance of this contract, Buyer shall:
a) make formal application for a (write in type of loan: Conventional, FHA, VA, USDA) ____________________ loan,
b) inform the Seller or Seller's Broker in writing of the identity of the lender, and
c) notify the lender of the Buyer's intent to proceed pursuant to applicable federal regulations.

If the Buyer does not inform the Seller or Seller's Broker in writing of the identity of the lender within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3.

(ii) The Buyer shall provide information and documentation, and otherwise comply with all reasonable requests made by the lender and title insurance agent during the mortgage loan application and approval process. If, at any time, the lender notifies the Buyer in writing that it will not be able to provide financing upon the terms and conditions stated in the loan application, the Buyer may terminate this contract by delivering a copy of the lender's written notification to the Seller or Seller's Broker within 3 calendar-days following Buyer's receipt thereof. Upon delivery, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12. **Failure of the Buyer to deliver the lender's written notification within 3 calendar-days following Buyer's receipt thereof constitutes a waiver of Buyer's right to terminate the contract due to the Buyer's failure to obtain financing.**

3.2(c) Loan Commitment:
The Seller's obligations are contingent upon the Buyer obtaining and delivering to the Seller or Seller's Broker a loan commitment within _______ calendar-days (this subsection 3.2(c) is not applicable if number of days not inserted) after acceptance of this contract. This time period shall be known as the Loan Commitment Period. Buyer shall use good faith and reasonable efforts to obtain the loan commitment. The loan commitment shall state that the lender will provide financing for the purchase of the property, subject to conditions and qualifications imposed at the lender's discretion.

If, at the expiration of the Loan Commitment Period, the Buyer has not delivered the loan commitment to the Seller or Seller's Broker, the Seller may terminate this contract pursuant to paragraph 3.3.

3.2(d) Appraisal Contingency:
If the property is appraised for loan purposes for less than the purchase price stated herein, the Buyer shall have the right to terminate this contract by written notice to the Seller or Seller's Broker delivered within 3 calendar-days after Buyer receives a copy of the appraisal. The notice shall be signed by the Buyer and accompanied with the appraisal. This contract shall terminate 3 calendar-days thereafter, and the earnest money deposit shall be returned to the Buyer, pursuant to paragraph 12. **Failure of the Buyer to deliver the written notice of low appraised value within 3 calendar-days following Buyer's receipt thereof constitutes a waiver of Buyer's right to terminate, pursuant to this provision.**

NOTE: The parties may use the 3 calendar day period prior to termination to renegotiate the purchase price or any other contract provisions in lieu of terminating the contract, but are not obligated to do so.

3.3 Demand for Financing Evidence:
If Seller does not receive Buyer's written notice or documents as required in paragraphs 3.1, 3.2(a), 3.2(b)(i), or 3.2(c) (the "Financing Evidence"), the Seller may, at any time until 7 calendar-days before the closing date set forth in paragraph 15.1, notify the Buyer or Buyer's Broker in writing that Seller has not received the required Financing Evidence, specifying which type of Financing Evidence is overdue (a "Demand for Financing Evidence"). If Seller receives the required Financing Evidence within 3 calendar-days after delivery of Seller's Demand for Financing Evidence, the parties shall proceed with the transaction. If Seller does not receive the required Financing Evidence within 3 calendar-days after delivery of the Demand for Financing Evidence, Seller may, at any time thereafter until the Financing Evidence has been received, terminate this contract by delivering written notice of termination to the Buyer or Buyer's Broker, at which time the Earnest Money Deposit shall be released to the Buyer. Seller's election to terminate pursuant to this paragraph 3.3 is Seller's sole legal remedy for Buyer's failure to deliver the Financing Evidence, acts as a bar to any additional legal or equitable claims that Seller may have against the Buyer, and constitutes Seller's consent to the release of the Earnest Money Deposit. **Failure of the Seller to timely deliver the written Demand for Financing Evidence constitutes a waiver of Seller's right to terminate pursuant to this provision.**

4. **Taxes and Assessments:**
4.1 The real estate taxes for the premises for the current year may change as a result of the transfer of the premises, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.
Seller shall pay or credit at closing:
(a) all delinquent taxes, including penalty and interest;
(b) all assessments which are a lien on the premises as of the date of the contract;
(c) all agricultural use tax recoupments for years prior to the year of closing;
(d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
(e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

These adjustments shall be final, except for the following: (none if nothing inserted)

____.

4.2 The community development charge, if any, applicable to the premises was created by a covenant in an instrument recorded at (insert county) ____________, Vol.________, Page number ________ or Instrument number______________. **(Note: If the foregoing blanks are not filled in and a community development charge affects the premises, this contract may not be enforceable by the Seller or binding upon the Buyer pursuant to Section 349.07 of the Ohio Revised Code.)**

4.3 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

____.

5. Fixtures and Equipment:

5.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And including the following:

____

____

____

5.2 The following shall be excluded: (none if nothing inserted)

____

____

5.3 The following leased items shall be excluded: (none if nothing inserted)

____

____

6. Inspections and Tests:

6.1 The Broker strongly recommends that the Buyer conduct inspections and/or tests. The Buyer and the Seller understand and agree that the Broker neither warrants nor assumes responsibility for the physical condition of the premises.

IT IS NOT THE INTENTION OF THIS PROVISION TO PERMIT THE BUYER TO TERMINATE THIS AGREEMENT FOR COSMETIC OR NON-MATERIAL CONDITIONS.

Buyer shall be responsible for the repair of any damages caused by the Buyer's inspections and tests; repairs shall be completed in a timely and workmanlike manner at Buyer's expense.

6.2 Seller shall cooperate in making the premises reasonably available for inspections and/or tests.

6.3 Specified Inspection Period: Buyer shall have __________ (not applicable if the number of calendar-days is not inserted) calendar-days after the date of acceptance of the contract by both parties to have inspections, environmental inspections, and/or tests completed. This time period shall be known as the Specified Inspection Period. The number of calendar-days for the Specified Inspection Period is a specific time frame agreed upon by the Seller and the Buyer. The number of calendar-days cannot be modified or waived except by a written agreement signed by both parties.

All requests to remedy shall be submitted to the Seller or Seller's Broker within the Specified Inspection Period. Time is of the essence in completing any of the inspections, tests, and/or reports.

The Buyer, at Buyer's expense, shall have the right, and is strongly encouraged, to have any and all inspections, tests, and/or reports conducted, including but not limited to the following:

(a) Inspection of the premises and all improvements, fixtures, and equipment;
(b) Inspection or testing for **radon**;
(c) Inspection or testing for mold, and any other environmental test;
(d) Inspection or testing for lead-based paint;
(e) A pest inspection for termite and wood destroying insects with a report provided on a FHA/VA approved form by a licensed Ohio Certified Pest (Termite) Control Applicator;
(f) Inspection of the gas lines on the premises;
(g) Inspection of the waste treatment systems and/or well systems by a local health authority or state EPA approved laboratory of the Buyer's choice;
(h) Determination of the need for and cost of federal flood insurance;
(i) Confirmation of the insurability of the premises with an insurance company of the Buyer's choice.

With respect to housing constructed prior to January 1, 1978, the Buyer must be provided with the pamphlet entitled "Protect Your Family from Lead in Your Home" and the "Lead-Based Paint and Lead-Based Hazard Disclosure Form." Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

Lead poisoning in young children may produce permanent neurological damage including learning disability, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

6.4 If the Buyer **is not**, in good faith, satisfied with the condition of the premises as disclosed by the Buyer's inspections, tests, and/or reports provided for in paragraph 6.3, then the Buyer may elect to proceed under one of the following provisions, 6.4(a) or 6.4(b):

6.4(a) Agreement to Remedy Period: On or before the end of the Specified Inspection Period, the Buyer shall deliver to the Seller or the Seller's Broker a written request to remedy, signed by the Buyer, stating the unsatisfactory conditions, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions.

The Buyer and Seller shall have ________ calendar-days (not applicable if the number of calendar-days is not inserted), **after the end of the Specified Inspection Period**, to reach a written agreement regarding remedying the unsatisfactory conditions. This time period shall be known as the Agreement to Remedy Period. The number of calendar-days for the Agreement to Remedy Period is a specific time frame agreed upon by the Seller and the Buyer. The number of calendar-days cannot be modified or waived except by a written agreement signed by both parties. In the event the Buyer and Seller do **not** reach a written agreement regarding remedying the unsatisfactory conditions within the Agreement to Remedy Period, and the Buyer and Seller have **not** executed a written extension of the Agreement to Remedy Period, this contract shall terminate. Upon termination of the contract under this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

OR

Prior to the end of the Agreement to Remedy Period, the Buyer can, in writing, waive such request to remedy and proceed with the contract.

The commencement of the Agreement to Remedy Period does not obligate the Seller to reach an agreement with the Buyer.

The delivery by the Buyer of a written request to remedy any unsatisfactory conditions does not preclude the Buyer from later delivering a notice of termination as contemplated by paragraph 6.4(b) below during the Agreement to Remedy Period, unless the Buyer and Seller have reached a signed agreement regarding the Buyer's written request to remedy.

OR

6.4(b) Notice of Termination: Within the Specified Inspection Period or as provided in paragraph 6.4(a), the Buyer may terminate this contract by delivering written notice of termination to the Seller or Seller's Broker, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

FAILURE OF THE BUYER TO DELIVER WRITTEN NOTICE PURSUANT TO PARAGRAPHS 6.4(a) OR 6.4(b) CONSTITUTES ACCEPTANCE OF THE CONDITION OF THE PREMISES AND SHALL BE A WAIVER OF THE BUYER'S RIGHT TO TERMINATE PURSUANT TO THIS PROVISION.

7. **Warranties:**
7.1 Home Warranty or Protection Plan: The Seller, at a cost not to exceed $ ______________, shall provide a home warranty or protection plan from ______________________________ (not applicable if plan name not inserted). The Broker may receive compensation for services rendered in connection with the sale of the home warranty or protection plan.

7.2 Gas Line Warranty or Protection Plan: The Seller, at a cost not to exceed $ ___________ (not applicable if the dollar amount is not inserted), shall provide a gas line warranty or protection plan. Seller may obtain the gas line warranty or protection from a vendor of the Seller's choice, unless Buyer specifies the specific vendor hereafter: ____.

8. **Deed:**
8.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:
(a) those created by or assumed by the Buyer;
(b) those specifically set forth in this contract;
(c) zoning ordinances;
(d) legal highways;
(e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
(f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.

8.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted):______________________________.

9. Title Insurance:

9.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements, or the deletion of any standard exceptions.

The title evidence shall be certified to within 30 calendar-days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 8.1.

9.2 Seller shall deliver, or cause to be delivered, to Buyer or Buyer's Broker, a copy of the Commitment referenced in Paragraph 9.1 above no later than 15 calendar-days prior to the date of closing pursuant to this agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller or Seller's Broker, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

9.3 Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 8.1(c) through 8.1(f). Buyer must notify the Seller or Seller's Broker in writing of the objection by the earlier of: (i) the Closing date, or (ii) 10 calendar-days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within 30 calendar-days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

9.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

9.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off-record title matters, in accordance with the community custom.

10. Utility Charges, HOA / Condominium Charges, Interest, Rentals, and Security Deposits:

10.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

10.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

10.3 Security deposits shall be transferred to the Buyer.

10.4 Any fees, except any initial reserves or capital contributions, including but not limited to any processing, expedite, delivery, or statement fees by any owner's association (condominium or otherwise), management company, or civic association, that are charged in connection with the sale or transfer of the premises, shall be paid by the Seller at closing.

11. Damage or Destruction of Premises:

NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OR DESTRUCTION OF PREMISES, THE PARTIES RETAIN LEGAL COUNSEL.

11.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller.

11.2 If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer and/or Buyer's Broker that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed, including the amount of any applicable policy deduction. The written notice shall be delivered within 2 calendar days from the date of the discovery of the damage or destruction. Upon receipt of such notice, the Buyer may:

(a) agree to extend the closing date to the extent reasonably necessary to allow Seller to restore the premises to its previous condition; **OR**

(b) accept the premises in its damaged condition with an assignment of insurance proceeds, if any are available; **OR**

(c) terminate the contract by giving written notice to Seller and/or Seller's Broker. Upon termination the earnest money deposit, including any non-refundable deposits, shall be returned to the Buyer pursuant to paragraph 12.

11.3 Failure by the Buyer to notify the Seller and/or Seller's Broker in writing within 10 calendar-days from receipt of the notice of damage or destruction that Buyer is electing to proceed pursuant to paragraphs 11.2(a) or (b) shall constitute an election by the Buyer to terminate the contract pursuant to paragraph 11.2(c).

11.4 Failure by the Seller to provide the required written notice to the Buyer and/or Buyer's Broker shall result in the Buyer, upon discovery of the damage or destruction before closing, having all rights set forth in paragraph 11.2.

11.5 If Buyer discovers the damage or destruction after closing, Buyer shall have the right to pursue all legal remedies.

12. Earnest Money Deposit:

12.1 The Buyer shall make an Earnest Money Deposit in the amount of $ ____________________
(Paragraph 12 is not applicable if no amount inserted).

12.1(a) The Earnest Money shall be deposited (Buyer shall select and initial one of the following):

______ /______with the Buyer's Broker not later than 3 calendar-days after acceptance of this contract by both parties in writing.

OR

______/______with the Buyer's Broker not later than 3 calendar-days after the expiration of the Agreement to Remedy Period as set forth in paragraph 6.4 provided this Contract has not otherwise been terminated.

12.1(b) Within 3 calendar-days of the receipt of the earnest money, the Buyer or Buyer's Broker shall notify the Seller or Seller's Broker in writing that Buyer has made the earnest money deposit (the "Deposit Notice").

12.1(c) If Seller or Seller's Broker does not receive the Deposit Notice within 3 calendar-days following the date set forth in paragraph 12.1(a) for deposit of the Earnest Money, Seller may, at any time until Seller or Seller's Broker has received the Deposit Notice, notify Buyer or Buyer's Broker in writing that Seller has not received the Deposit Notice (a "Deposit Notice Demand"). If Seller receives the Deposit Notice within 3 calendar-days after delivery of Seller's Deposit Notice Demand, the parties shall proceed with the transaction. If Seller does not receive the Deposit Notice within 3 calendar-days after delivery of the Deposit Notice Demand, Buyer will be in breach of this contract and Seller may, at any time thereafter until the Deposit Notice has been delivered, terminate this contract by delivering written notice of termination to the Buyer.

12.2 Upon receipt of the earnest money by the Broker, the earnest money shall be deposited in the Broker's trust account.

Earnest Money Deposit Receipt

Broker acknowledges receipt of the Earnest Money Deposit set forth in Paragraph 12.1, by cash or check (check# _________), which shall be held, deposited and disbursed pursuant to paragraph 12.

Brokerage ______________________________, By______________________________, Date _________

12.3 If any written contingency is not satisfied or waived, or if the Seller fails or refuses to perform or if the Buyer rescinds this contract pursuant to paragraph 11.1(b), all earnest money deposited hereunder shall be returned to the Buyer. If the Buyer fails or refuses to perform, the earnest money deposited hereunder shall be paid to the Seller. In any event, except as provided in paragraph 3.3, and subject to collection by the Broker's depository, all earnest money deposited hereunder are to be disbursed as follows:

(a) The transaction closes and the Broker disburses the earnest money deposited hereunder to the Buyer or to the closing or escrow agent to be applied to the purchase price.
(b) The parties provide the Broker with written instructions that both parties have signed that specify how the Broker is to disburse the earnest money deposited hereunder and the Broker acts pursuant to those instructions.
(c) The Broker receives a copy of a final court order that specifies to whom all earnest money deposited hereunder is to be awarded and the Broker acts pursuant to the court order.
(d) All earnest money deposited hereunder becomes unclaimed funds as defined in division (M)(2) of section 169.02 of the Revised Code, and, after providing the notice that division (D) of section 169.03 of the Revised Code requires, the Broker has reported the unclaimed funds to the director of commerce pursuant to section 169.03 of the Revised Code and has remitted all of the earnest money to the director.
(e) In the event of a dispute between the Seller and Buyer regarding the disbursement of any earnest money deposited hereunder, the Broker is required by Ohio law to maintain such funds in his trust

account until the Broker receives (1) written instructions signed by the parties specifying how the earnest money is to be disbursed or (2) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to the Buyer with no further notice to the Seller.

12.4 Except as provided in paragraph 3.3, the return or payment of the earnest money deposit hereunder shall in no way prejudice the rights of the Seller, Buyer, or Broker in any action for damages or specific performance.

13. Additional Provisions:

13.1 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in writing signed by the party giving such notice.

13.2 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this contract.

13.3 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

13.4 Term Definition: The term "Broker" shall include, without limitation, Broker and/or Broker's agents and shall include collectively, except where the context clearly indicates otherwise, both the Seller's Broker and the Buyer's Broker, if different. The term "day(s)" means calendar day(s). All references to dates and times refer to Columbus, Ohio, time.

13.5 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. Only original, manually signed documents shall be valid for deeds or other documents to be delivered at closing. For the purposes of this provision, "contract documents" do not include voice mail or email messages.

13.6 The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

13.7 Non-Foreign Seller: Seller represents that at the time of acceptance of this contract and at the time of closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax Act of 1980 (26 USC Section 1445(f) et seq., commonly known as "FIRPTA"). If either the sale price of the property exceeds $300,000.00, or the Buyer does not intend to use the premises as a primary residence, then, at closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, required under FIRPTA, signed under penalty of perjury, containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of FIRPTA. Buyer and its agents agree to keep Seller's social security number or other taxpayer identification number confidential.

14. NOTICES TO THE PARTIES:

14.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. While the Broker possesses considerable general knowledge, the Broker is not an expert on matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc. The Broker hereby advises the parties, and the parties acknowledge, that they should seek professional expert assistance and advice in these and other areas of professional expertise.

In the event the Broker provides to the parties names of companies or sources for such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or endorse the services and/or products of such companies or sources.

14.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

14.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller or the Seller's Broker, provided such document of rescission is delivered prior to all three of the following dates: (a) the date of closing, (b) 30 days after the Seller accepted the Buyer's offer, and (c) within 3 business days following the receipt by the Buyer or the Buyer's Broker of the Property Disclosure Form or amendment of that form.

14.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller or any Broker involved in the transaction.

14.5 Concessions: Buyer and Seller authorize the Broker to report sales and financing concessions data to the MLS membership and MLS sold database as applicable and to provide this information to state licensed appraisers researching comparables, upon inquiry, to the extent necessary to adjust price to accurately reflect market value.

15. Closing and Possession

15.1 Closing: This contract shall be performed, and this transaction closed, on or before February 28, 2018 unless the parties agree in writing to an extension. The Parties hereby expressly authorize any lender and/or closing agent to provide the parties' brokers, agents, and attorneys with the closing settlement statement (ALTA-1 or equivalent) for review in advance of closing.

15.2 Final Verification of Condition: Buyer shall have the right to make a final verification of the condition of the Property within 1 calendar-days prior to the day of closing (if left blank, the number of calendar-days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

15.3 Possession: Seller is entitled to possession through Closing. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 11.

15.4 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

16. Duration of Offer:

This offer shall be open for acceptance through January 9, 2018.

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: Charles W. Boso, Jr.
Print Name: Charles W. Boso, Jr.
Date Signed: 01/08/2018

Signature:
Print Name:
Date Signed:
Address:

Phone #:
Deed to:

Attorney:
Ofc. #:
Fax #:
Email:

Brokerage: Chris Roach RE
Brokerage License #: 332811
MLS Office ID #: 7820
Ofc. #: 614-539-1234
Fax #:
Address: 3980 Broadway
Grove City OH 43123
Agent: J Chris Roach
Agent License #: 332811
Phone #:
Alternate Phone #: 614-506-7081
Fax #:
Email: grovecityroach@aol.com

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature:
Print Name:
Date Signed:

Signature:
Print Name:
Date Signed:
Address:

Phone #:

Attorney:
Ofc. #:
Fax #:
Email:

Brokerage:
Brokerage License #:
MLS Office ID #:
Ofc. #:
Fax #:
Address:

Agent:
Agent License #:
Phone #:
Alternate Phone #:
Fax #:
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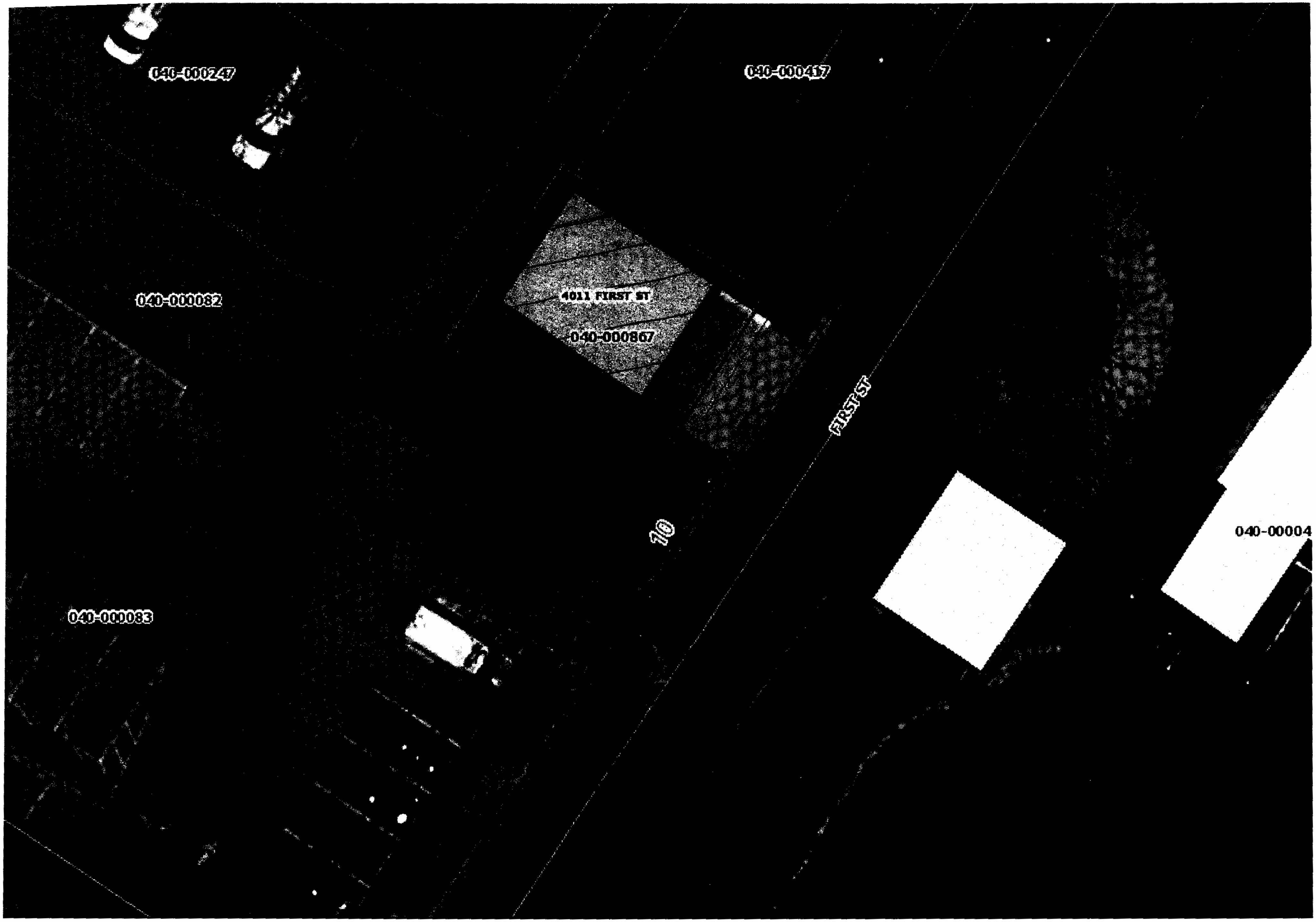
REV 5/17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Date: 01/08/18	No.: C-05-18
Introduced By: Ms. Houk	1st Reading: 01/16/18
Committee: Safety	Public Notice: 01/18/18
Originated By: Chief P.	2nd Reading: 02/05/18
Approved: Mr. Boso	Passed: ____ Rejected:
Emergency: ___ 30 Days: X	Codified: ___ Code No:
Current Expense: ________	Passage Publication:

ORDINANCE C-05-18

AN ORDINANCE AMENDING SECTION 351.07 OF THE CODIFIED ORDINANCES OF THE CITY OF GROVE CITY, OHIO TITLED UNATTENDED VEHICLE: DUTY TO STOP ENGINE, REMOVE KEY, SET BRAKE AND TURN WHEELS

WHEREAS, the City currently does not permit a vehicle to be unattended while running; and

WHEREAS, State Law was updated to address the "auto-start" feature available on many new vehicles; and

WHEREAS, the City wishes to update its Codified Ordinances to be consistent with State Law.

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

SECTION 1. Section 351.07 is hereby amended, in part, as follows:

351.07 UNATTENDED VEHICLE: DUTY TO STOP ENGINE, REMOVE KEY, SET BRAKE AND TURN WHEELS.

(a) (2) The requirements of this section relating to the stopping of the engine, locking of the ignition, and removing the key from the ignition of a motor vehicle shall not apply to ~~an emergency vehicle or a public safety vehicle.~~ any of the following:
(A) A motor vehicle that is parked on residential property;
(B) A motor vehicle that is locked, regardless of where it is parked;
(C) An emergency vehicle; and
(D) A public safety vehicle.

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

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date:	01/29/18	No.:	C-08-18
Introduced By:	Mr. Berry	1st Reading:	02/05/18
Committee:	Service	Public Notice:	02/07/18
Originated By:	Ms. Kelly	2nd Reading:	02/20/18
Approved:		Passed: ____ Rejected:	
Emergency: ___	30 Days: X	Codified: ___ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE C-08-18

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE CONSTRUCTION OF VARIOUS SIDEWALKS IN THE CITY OF GROVE CITY, OHIO

WHEREAS, Council did, on the 3rd day of April 2017, duly adopt Resolution No. CR-10-17 declaring the necessity of constructing certain sidewalks in front of properties abutting Devin Road, La Rosa Drive, Lombardo Street, Ranke Court, Scott Court, and Tamara Drive in accordance with Ohio Revised Code Section 729; and

WHEREAS, the City of Grove City has subsequently constructed that portion of such sidewalks which were not constructed by the owners of the property abutting thereon; and

WHEREAS, a list of the estimated assessments of the total cost of said construction, and that portion being paid by the City, has been prepared and placed on file in the office of the Clerk of this Council; and

WHEREAS, notice was published in accordance with State Law and no objections were filed with respect to the estimated assessments.

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

SECTION 1. The list of estimated assessments of the cost of constructing certain sidewalks in the City of Grove City, Ohio as provided for in said Resolution CR-10-17 heretofore reported to this Council and now on file in the office of the Clerk of this Council, and aggregating in the amounts as shown on the attached exhibit for the sidewalks be and the same hereby are adopted and confirmed.

SECTION 2. The several amounts of said assessments, as foresaid, be and the same hereby are assessed and levied upon the lots and lands bounding and abutting upon said improvements.

SECTION 3. It is hereby determined that said assessments, as aforesaid, do not exceed the special benefits resulting from said improvements and do not exceed any statutory limitation.

SECTION 4. The Clerk of this Council be and she hereby is authorized and directed to continue on file in her office a list of said assessments and the description of said lots and lands.

SECTION 5. The total assessment against each lot and parcel of land shall be payable in cash to the Director of Finance of said City within thirty days after the passage of this ordinance, or, at the option of the property owner, assessed in twenty (20) annual installments. All assessments and installments thereof which have not been paid at the expiration of said thirty-day period shall be certified by the Clerk of this Council to the County Auditor to be placed by him on the tax duplicate and collected at the same time and in the same manner as other taxes are collected, as provided by law.

SECTION 6. The Clerk of this Council be and she hereby is authorized and directed to cause notice of the passage of this ordinance to be published in the manner provided by law.

SECTION 7. The Clerk of this Council be and she hereby is authorized and directed to cause notice of the levy of these assessments herein provided for to be filed with the County Auditor within forty-five days following the passage of this ordinance.

SECTION 8. This Legislative Authority hereby finds and determines that all formal actions taken relative to the adoption of this ordinance were taken in an open meeting of this legislative authority, and that all deliberations of this legislative authority and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 9. 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

CITY OF GROVE CITY, OHIO
2017 SIDEWALK IMPROVEMENT PROJECT FINAL ASSESSMENT

C-08-18

Parcel ID	Street Address	Assessment
040-003493	3328 Devin Rd	$ 1,020.37
040-003317	2692 La Rosa Dr	$ 788.50
040-007940	4673 Lombardo St	$ 689.50
040-009341	3168 Ranke Ct	$ 674.50
040-004095	2642 Scott Ct	$ 4,614.40
040-003336	3843 Tamara Dr	$ 1,245.64
040-003369	3852 Tamara Dr	$ 950.00
040-003334	3861 Tamara Dr	$ 1,433.99
040-003371	3872 Tamara Dr	$ 2,143.45
040-003372	3880 Tamara Dr	$ 1,991.25
040-003373	3890 Tamara Dr	$ 832.00
040-003330	3901 Tamara Dr	$ 912.00
040-003329	3911 Tamara Dr	$ 718.00
040-003326	3935 Tamara Dr	$ 1,394.98
040-003325	3945 Tamara Dr	$ 771.02
040-003319	3954 Tamara Dr	$ 1,643.74
040-003324	3955 Tamara Dr	$ 2,017.33
040-003318	3964 Tamara Dr	$ 798.00

Date:	01/29/18	No.:	C-09-18
Introduced By:	Mr. Berry	1st Reading:	02/05/18
Committee:	Service	Public Notice:	02/07/18
Originated By:	Ms. Kelly	2nd Reading:	02/20/18
Approved:		Passed:____ Rejected:	
Emergency:___ 30 Days:	X	Codified:___ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE C-09-18

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE CONSTRUCTION OF VARIOUS SIDEWALKS IN THE CITY OF GROVE CITY, OHIO

WHEREAS, Council did, on the 6th day of March 2017, duly adopt Resolution No. CR-06-17 declaring the necessity of constructing certain sidewalks in front of properties abutting Barbee Avenue, Carol Avenue, Irwin Avenue, Louise Avenue, Sheldon Place, and Terry Lane in accordance with in accordance with Ohio Revised Code Section 729; and

WHEREAS, the City of Grove City has subsequently constructed that portion of such sidewalks which were not constructed by the owners of the property abutting thereon; and

WHEREAS, a list of the estimated assessments of the total cost of said construction, and that portion being paid by the City, has been prepared and placed on file in the office of the Clerk of this Council; and

WHEREAS, notice was published in accordance with State Law and no objections were filed with respect to the estimated assessments.

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

SECTION 1. The list of estimated assessments of the cost of constructing certain sidewalks in the City of Grove City, Ohio as provided for in said Resolution CR-06-17 heretofore reported to this Council and now on file in the office of the Clerk of this Council, and aggregating in the amounts as shown on the attached exhibit for the sidewalks be and the same hereby are adopted and confirmed.

SECTION 2. The several amounts of said assessments, as foresaid, be and the same hereby are assessed and levied upon the lots and lands bounding and abutting upon said improvements.

SECTION 3. It is hereby determined that said assessments, as aforesaid, do not exceed the special benefits resulting from said improvements and do not exceed any statutory limitation.

SECTION 4. The Clerk of this Council be and she hereby is authorized and directed to continue on file in her office a list of said assessments and the description of said lots and lands.

SECTION 5. The total assessment against each lot and parcel of land shall be payable in cash to the Director of Finance of said City within thirty days after the passage of this ordinance, or, at the option of the property owner, assessed in twenty (20) annual installments. All assessments and installments thereof which have not been paid at the expiration of said thirty-day period shall be certified by the Clerk of this Council to the County Auditor to be placed by him on the tax duplicate and collected at the same time and in the same manner as other taxes are collected, as provided by law.

SECTION 6. The Clerk of this Council be and she hereby is authorized and directed to cause notice of the passage of this ordinance to be published in the manner provided by law.

SECTION 7. The Clerk of this Council be and she hereby is authorized and directed to cause notice of the levy of these assessments herein provided for to be filed with the County Auditor within forty-five days following the passage of this ordinance.

SECTION 8. This Legislative Authority hereby finds and determines that all formal actions taken relative to the adoption of this ordinance were taken in an open meeting of this legislative authority, and that all deliberations of this legislative authority and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 9. 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

CITY OF GROVE CITY, OHIO
2017 SIDEWALK PROGRAM FINAL ASSESSMENT

C-09-18

Parcel ID	Street Address	Assessment
040-003163	2959 Barbee Ave	$ 2,473.35
040-003148	2960 Barbee Ave	$ 1,085.52
040-003162	2969 Barbee Ave	$ 2,455.50
040-003149	2970 Barbee Ave	$ 1,770.39
040-003161	2979 Barbee Ave	$ 2,031.90
040-003150	2980 Barbee Ave	$ 2,028.80
040-003160	2987 Barbee Ave	$ 1,855.28
040-003151	2990 Barbee Ave	$ 1,806.88
040-003159	2997 Barbee Ave	$ 2,451.70
040-003152	2998 Barbee Ave	$ 1,824.70
040-003158	3007 Barbee Ave	$ 1,805.75
040-003153	3008 Barbee Ave	$ 1,809.85
040-003157	3017 Barbee Ave	$ 1,841.40
040-003154	3018 Barbee Ave	$ 2,551.22
040-003156	3029 Barbee Ave	$ 4,088.98
040-001794	2950 Carol Ave	$ 1,283.83
040-001816	2951 Carol Ave	$ 1,574.88
040-001793	2958 Carol Ave	$ 1,467.15
040-001815	2959 Carol Ave	$ 1,692.36
040-001792	2966 Carol Ave	$ 1,471.40
040-001814	2967 Carol Ave	$ 1,594.60
040-001791	2974 Carol Ave	$ 1,710.18
040-001813	2975 Carol Ave	$ 1,993.38
040-001812	2981 Carol Ave	$ 1,898.20
040-001790	2982 Carol Ave	$ 1,160.00
040-001811	2989 Carol Ave	$ 2,395.05

CITY OF GROVE CITY, OHIO
2017 SIDEWALK PROGRAM FINAL ASSESSMENT

Parcel ID	Street Address	Assessment
040-001789	2990 Carol Ave	$ 1,679.99
040-001810	2997 Carol Ave	$ 1,584.88
040-001788	2998 Carol Ave	$ 1,577.20
040-001783	3003 Carol Ave	$ 1,596.85
040-001787	3006 Carol Ave	$ 1,848.48
040-001782	3011 Carol Ave	$ 1,617.10
040-001786	3012 Carol Ave	$ 1,964.88
040-001781	3019 Carol Ave	$ 1,586.05
040-001785	3020 Carol Ave	$ 1,543.90
040-001780	3027 Carol Ave	$ 2,673.93
040-001826	3770 Irwin Ave	$ 1,643.31
040-001952	3771 Irwin Ave	$ 1,747.24
040-001953	3779 Irwin Ave	$ 1,698.25
040-001954	3787 Irwin Ave	$ 1,326.32
040-001955	3795 Irwin Ave	$ 951.52
040-001956	3803 Irwin Ave	$ 1,771.92
040-001840	3806 Irwin Ave	$ 2,522.00
040-001970	3049 Louise Ave	$ 2,439.45
040-001971	3050 Louise Ave	$ 3,646.33
040-003230	3667 Sheldon Pl	$ 3,240.03
040-003229	3691 Sheldon Pl	$ 3,232.05
040-001976	3701 Sheldon Pl	$ 611.18
040-001784	3706 Sheldon Pl	$ 5,278.15
040-001975	3709 Sheldon Pl	$ 1,704.13
040-001974	3717 Sheldon Pl	$ 1,435.05
040-001973	3727 Sheldon Pl	$ 1,134.50

CITY OF GROVE CITY, OHIO
2017 SIDEWALK PROGRAM FINAL ASSESSMENT

Parcel ID	Street Address	Assessment
040-001779	3734 Sheldon Pl	$ 1,277.49
040-001972	3735 Sheldon Pl	$ 1,372.80
040-001969	3765 Sheldon Pl	$ 1,173.70
040-001951	3770 Sheldon Pl	$ 1,134.64
040-001968	3773 Sheldon Pl	$ 1,229.88
040-001961	3778 Sheldon Pl	$ 1,168.16
040-001967	3781 Sheldon Pl	$ 1,163.40
040-001960	3786 Sheldon Pl	$ 829.73
040-001966	3789 Sheldon Pl	$ 908.23
040-001959	3794 Sheldon Pl	$ 826.50
040-001965	3797 Sheldon Pl	$ 1,330.57
040-001958	3802 Sheldon Pl	$ 1,150.60
040-001964	3803 Sheldon Pl	$ 1,423.23
040-001957	3808 Sheldon Pl	$ 1,177.10
040-001963	3811 Sheldon Pl	$ 789.05
040-001845	2953 Terry Ln	$ 1,306.26
040-001835	2954 Terry Ln	$ 1,695.85
040-001844	2961 Terry Ln	$ 1,421.36
040-001836	2964 Terry Ln	$ 590.47
040-001843	2969 Terry Ln	$ 2,586.40
040-001837	2972 Terry Ln	$ 662.24
040-001842	2977 Terry Ln	$ 2,064.12
040-001841	2987 Terry Ln	$ 3,527.60
040-001839	2990 Terry Ln	$ 3,974.29