

GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

January 02, 2018

6:30 p.m.

Organizational Meeting

Call to Order

Appointment of Council President

*Appointment of Clerk of Council
Administer Oath of Office*

Seating Arrangement

Assignment of Committees

Declare Clerk of Council Designee for Council on Open Records Certification

Acceptance of Rules of Council

Adjournment

Regular Meeting

FINANCE:

Ordinance C-68-17 Authorize the Purchase of Part of the Property Located at 4861 Grove City Road and Appropriate \$93,000.00 from the General Fund for Said Purchase and Related Expenses. Second reading and public hearing.

Ordinance C-01-18 Appropriate \$1,000,000.00 from the Capital Improvement Fund for the Current Expense of the Gantz Road Improvement Project. First reading.

LANDS:

Ordinance C-69-17 Vacate a Utility Easement located South of Columbus St. and West of Gladman Ave. Second reading and public hearing.

Ordinance C-70-17 Accept the Plat of Holton Run, Section 6. Second reading and public hearing.

Ordinance C-02-18 Accept the Annexation of 1.065 acres located at 5070 Haughn Road. First reading.

ON FILE: Minutes of: 12/18/17 Council Meeting; 12/18/17 BZA

Date: 12/13/17
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense:

No.: C-68-17
1st Reading: 12/18/17
Public Notice: 12/21/17
2nd Reading: 01/02/18
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-68-17

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF PART OF THE PROPERTY LOCATED AT 4861 GROVE CITY ROAD AND APPROPRIATE \$93,000.00 FROM THE GENERAL FUND FOR SAID PURCHASE AND RELATED EXPENSES

WHEREAS, the City is looking at expanding its road network and currently has the ability to purchase right-of-way for future use; and

WHEREAS, the City would purchase approximately 3.85 acres of right-of-way that would be used for a future extension of Holt Road.

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 of part of the property located at 4861 Grove City Road as set forth in Exhibit "A" for public right-of-way.

SECTION 2. The City Administrator is hereby authorized to take any actions necessary to satisfy the terms and conditions of the purchase contract set forth in Exhibit "B."

SECTION 3. There is hereby appropriated \$93,000.00 from the unappropriated monies of the General Fund to account number 100120.571000 for the Current Expense of said purchase and related expenses.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

C-68-17
Exhibit A
ACCESS EASEMENT
4.969 ACRES

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey Number 1448, being part of one quarter of Lot 9 of the Resurvey and Subdivision of VMS 1448 as platted in Deed Book 42, Page 16 and portioned off, as said one quarter, by Deed Book 86, Page 402, being on, over and across that 25 acre tract conveyed to Catherine F. Baumgartner of record in Instrument Number 201012070166604 (all references are to the records of the recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the centerline intersection of Holt Road (Road Record 8, Page 315 of the Franklin County Engineer's Records) with Grove City Road (Road Record 7, Page 391 and Road Record 8, Page 263 of the Franklin County Engineer's Records), the same being a common corner to Lots 4 and 9 of said Resurvey and Subdivision of VMS 1448, the northeasterly corner of said 25 acre tract, the northwesterly corner of that 10 acre tract conveyed to Michael Garcia and Anne M. Garcia of record in Instrument Number 201010080134511 and the westerly common corner to Virginia Military Survey Numbers 1383 and 1388, in the easterly line of said Virginia Military Survey Number;

thence South $03^{\circ} 48' 00''$ West, along the common line to said Survey Numbers 1383 and 1448, the same being the easterly line of said Lot 9, the easterly line of said 25 acre tract and the westerly line of said 10 acre tract, a distance of 40.02 feet to the *True Point of Beginning*;

thence South $03^{\circ} 48' 00''$ West, continuing with said common line of Survey Numbers 1383 and 1448, the easterly line of Lot 9 and 25 acre tract and westerly lines of said 10 acre tract and that 102.11 acre tract conveyed as Parcel II, Tract I to Olga M. Hesch by deed of record in Instrument Number 201310300182841, a distance of 2648.17 feet to the easterly common corner of said 25 acre tract and that 86 acre tract conveyed to Paul F. Offenburger, Trustee and Andrea L. Offenburger by deed of record in Instrument Number 201501150006279, being the easterly common corner of said Lot 9 and Lot 10 as shown in Deed Book 42, Page 16;

thence North $86^{\circ} 33' 38''$ West, with the line common to said 25 and 86 acre tracts, being the line common to said Lots 9 and 10, a distance of 85.00 feet to a point;

thence across said 25 acre tract, the following courses and distances:

North $03^{\circ} 48' 00''$ East, a distance of 2225.30 feet to a point of curvature;

with the arc of a curve to the right, having a central angle of $15^{\circ} 44' 43''$, a radius of 579.82 feet, an arc length of 159.34, a chord bearing of North $13^{\circ} 28' 12''$ East and chord distance of 158.84 feet to a point;

North $03^{\circ} 48' 00''$ East, a distance of 265.00 feet to a point; and

South $87^{\circ} 59' 13''$ East, a distance of 58.35 feet to the *True Point of Beginning*, containing 4.969 acres of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

John C. Dodgion
Professional Surveyor No. 8069

Date

C-68-17

EMHT

Evans, Mechwart, Hombolt & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5300 New Albany Road, Columbus, OH 43264
 Phone: 614.775.4500 Toll Free: 800.775.3648
 emht.com

ACCESS EASEMENT

VIRGINIA MILITARY SURVEY NUMBER 1448

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: August 31, 2017

Job No: 2016-1489

Scale: 1" = 300'

300 0 300 600

GRAPHIC SCALE (in feet)

* Being the east one-fourth of Lot 9 as
 called originally in Deed Book 86, Page 402

LINE TABLE

LINE	BEARING	DISTANCE
L1	S03°48'00"W	40.02'
L2	N86°33'38"W	85.00'
L3	N03°48'00"E	265.00'
L4	S87°59'13"E	58.35'

GROVE CITY
 ROAD

R.R. 7, P. 391
 R.R. 8, P. 263

HOLT ROAD
 R.R. 8, P. 315

VMS 1388
 VMS 1383

$\Delta = 15'44'43''$
 $R = 579.82'$
 $ARC = 159.34'$
 $CHB = N13'28'12''E$
 $CHD = 158.84'$

CATHERINE F. BAUMGARTNER
 25 AC. (DEED)
 I.N. 201012070166604
 O.R. 27875009
 *(1/4 LOT 9)

MICHAEL GARCIA AND
 ANNE M. GARCIA
 10 AC. (DEED)
 I.N. 201010080134511

RESURVEY AND SUBDIVISION
 OF VMS 1448
 D.B. 42, P. 16

N03°48'00"E 2225.30'
 4.969 AC.
 S03°48'00"W 2648.17'

(Pleasant Twp.) VMS 1383
 (Jackson Twp.) VMS 1383

OLGA M. HESCH
 102.11 AC. (DEED)
 I.N. 201310300182841
 O.R. 28266A01
 PARCEL II TRACT I

PAUL F. OFFENBURGER, TRUSTEE
 AND ANDREA L. OFFENBURGER
 86 AC. (DEED)
 I.N. 201501150006279
 (LOT 10)

By

John C. Dodgion
 Professional Surveyor No. 8069

Date

J:\20161489\DWG\049SHEETS\EASEMENTS\20161489-VS-ESMT-JCCS-02.DWG plotted by MARGIS, MARCUS on 8/31/2017 7:40:54 AM last saved by MARGIS on 8/31/2017 7:40:26 AM
 Xref:

C-68-17
Exhibit B

Premises Address: 4861 Grove City Rd (Holt Rd Project), Grove City, OH page 1 of 13

This document has been prepared by the Columbus REALTORS® and the Columbus Bar Association and is for the use of their members only.
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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".

John W. Saxton
Agent
Saxton Real Estate
Company
3703 Broadway
Address
Grove City OH 43123
City State Zip

**REAL ESTATE
PURCHASE CONTRACT**

ADOPTED BY
COLUMBUS
REALTORS®

CBA
Columbus Bar Association

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

Date: 11/17/17

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). 042-000001-00 and further described as: **Per EMHT survey dated July 2017 Job No. 20161489 splitting 4.969 acres off of the above noted parcel (see "Holt Rd Project" exhibit attached).**

1. Purchase price shall be \$90,000 (Ninety thousand dollars)

1.1 Additional Terms and Conditions:

Contingent upon City of Grove City Council approval.

Split to be managed/filed accordingly by City of Grove City per the attached "Holt Rd Project" exhibit.

At the option of City of Grove City defined easement to be converted to right away with 180 notice.

City of Grove City to pay 3% of purchase to Saxton Real Estate @ closing.

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 30 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**

REV 5/17

This form is licensed for use to: John Saxton

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.

Date: 12/27/18
Introduced By: _____
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: XX

No.: C-01-18
1st Reading: 01/02/18
Public Notice: 01/05/18
2nd Reading: 01/16/18
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-01-18

AN ORDINANCE TO APPROPRIATE \$1,000,000.00 FROM THE CAPITAL IMPROVEMENT FUND FOR THE CURRENT EXPENSE OF THE GANTZ ROAD IMPROVEMENT PROJECT

WHEREAS, the City has applied for and received an award from the Ohio Public Works Commission for Gantz Road Improvements in the amount of \$1,999,999.00 which includes a grant of \$835,519.00 and an interest free loan of \$1,164,480.00; and

WHEREAS, Ordinance C-43-16 appropriated \$1,999,999 for the current expense of Gantz Road Improvements; and

WHEREAS, Ordinance C-66-17 reduced appropriations by \$1,000,000.00 for the current expense of Gantz Road Improvements; and

WHEREAS, an additional appropriation of \$1,000,000.00 is necessary to complete the Gantz Road Improvement Project.

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

SECTION 1. There is hereby appropriated \$1,000,000.00 from the unappropriated monies of the Capital Improvement Fund to account number 305000.603146 for Current Expenses of Gantz Road Improvements.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

No.:	C-69-17
1st Reading:	12/18/17
Public Notice:	12/21/17
2nd Reading:	01/02/18
Passed:_____	Rejected:_____
Codified:_____	Code No:_____
Passage Publication:	

Stephen J. Smith, Director of Law

C-69-17

Exhibit A

SITE ENGINEERING, INC.

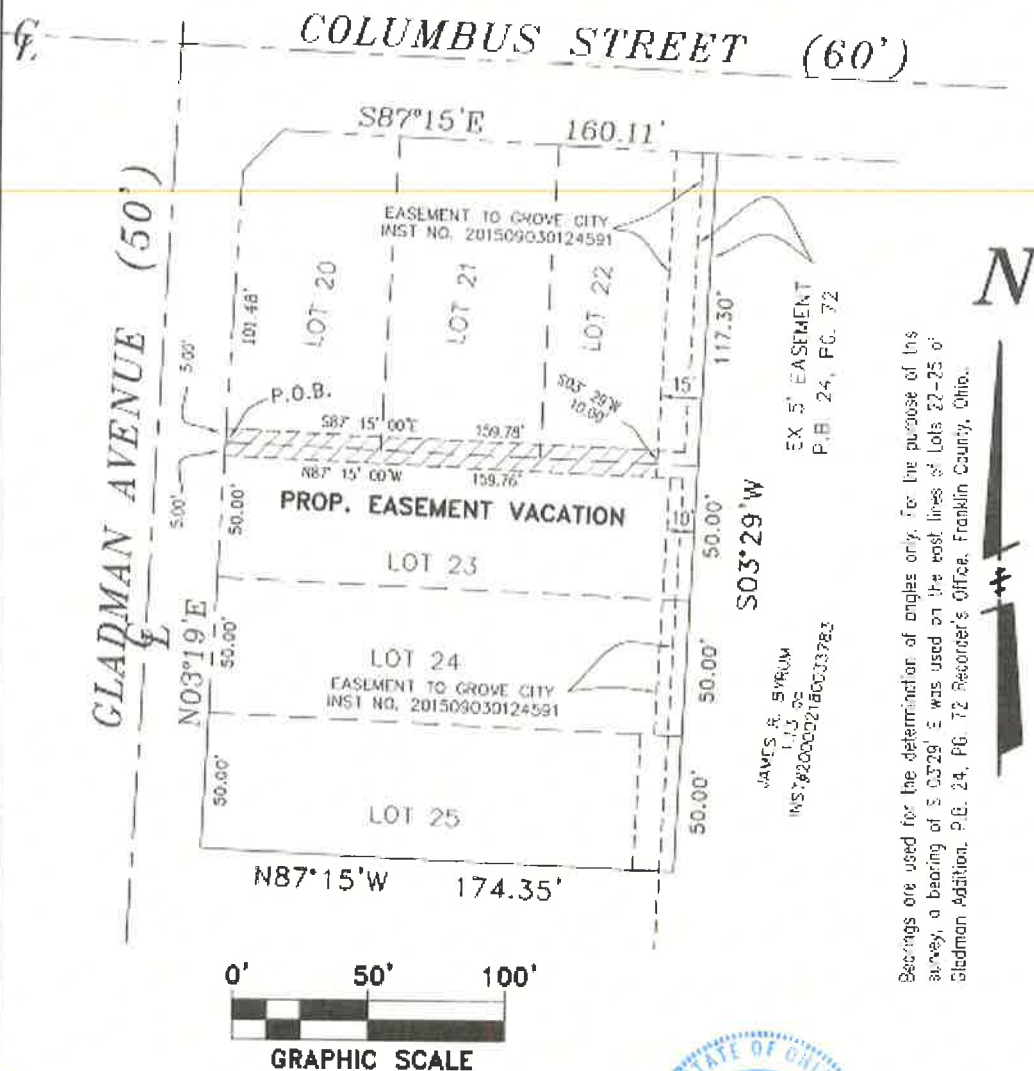
7453 EAST MAIN STREET
REYNOLDSBURG, OHIO 43068
PHONE: (614) 759-9900

FILE #3044
DATE: OCT 17

SCALE: 1" = 50'

EXHIBIT "B"

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GROVE CITY, BEING IN PART OF VIRGINIA MILITARY SURVEY 1383, AND BEING THE PROPOSED VACATION OF PART OF AN EXISTING 10' EASEMENT ACROSS PART OF LOTS 20, 21, 22 AND 23 OF GLADMAN ADDITION OF RECORD IN PLAT BOOK 24, PAGE 72 IN THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.



SITE ENGINEERING, INC.

By Mark A. Hazel, Jr. 10-24-17
Mark A. Hazel
Professional Surveyor No. 7039



C-69-17
Exhibit B

SITE ENGINEERING
— Incorporated —
Civil Engineers & Surveyors

7453 East Main Street
Reynoldsburg, OH 43068
phone: 614-759-9900
fax: 614-759-9902
email: citeeng@ameratech.net

SEI FILE NO. 3044
GROVE CITY FAMILY DENTISTRY

EXHIBIT "A"
PROPOSED EASEMENT VACATION
OCTOBER 24, 2017

Situated in the State of Ohio, County of Franklin, City of Grove City, being part of Virginia Military Survey No. 1387 and being part of the existing 10 foot wide easement across Lots 20, 21, 22 and 23 of GLADMAN ADDITION of record in Plat Book 24, Page 72 in the Recorder's Office, Franklin County, Ohio, said easement area being more particularly described as follows:

Beginning at the southwesterly corner of said Lot 20, on the easterly right-of-way line of Gladman Avenue (50' R/W) as shown on said Plat Book 24, Page 72;

Thence North 03° 19' East 5.00 feet, along said easterly right-of-way line, to a point;

Thence South 87° 15' East 159.78 feet, along the northerly side of the existing easement, crossing said Lots 20, 21 and 22, to a point on the westerly side of the easement granted to the City of Grove City in Instrument No. 201509030124591;

Thence South 03° 29' West 10.00 feet, crossing said existing 10 foot wide easement, to a point on the southerly line of said existing 10 foot wide easement;

Thence North 87° 15' West 159.76 feet, along the southerly side of the existing easement and crossing said Lot 23, to a point on the easterly right-of-way line of said Gladman Avenue;;

Thence North 03° 19' East 5.00 feet, along said right-of-way line, to the Point of Beginning.

Bearings are used for the determination of angles only. For the purpose of this description, a bearing of North 03° 19' East was used on the east right-of-way line of Gladman Avenue as shown of record in Plat Book 24, Page 72, Franklin County Recorder's Office.

The above description was prepared by:

SITE ENGINEERING, INC.

By Mark A. Hazel, Jr. 10-24-17
Mark A. Hazel Date
Professional Surveyor No. 7039



Date: 12/13/17
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-70-17
1st Reading: 12/18/17
Public Notice: 12/21/17
2nd Reading: 01/02/18
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-70-17

AN ORDINANCE TO ACCEPT THE PLAT OF HOLTON RUN, SECTION 6

WHEREAS, Holton Run, Section 6, a subdivision containing lots 124 to 159, both inclusive, and areas designated as Reserve "C", "D", & "E", has been submitted to Council for their consideration.

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

SECTION 1. The Plat of Holton Run, Section 6, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 1383, containing 31.908 acres of land, more or less. Said 31.908 acres being part of those tracts of land conveyed to Homewood Corporation, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

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

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

Roby Schottke, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 12/27/17
Introduced By: Mr.
Committee: Lands
Originated By: Clerk
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-02-18
1st Reading: 01/02/18
Public Notice: 01/05/18
2nd Reading: 01/16/18
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-02-18

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 1.065+ ACRES LOCATED AT 5070 HAUGHN ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 1.065+ acres, more or less, in Jackson Township was duly filed by Jerry A. & Doris D. Plotts; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on September 26, 2017; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on October 31, 2017.

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

SECTION 1. The proposed annexation, as applied for in the petition of Jerry A. & Doris D. Plotts, being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on August 29, 2017 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on September 26, 2017, be and the same is hereby accepted.

Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 1383. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

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

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

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

Roby Schottke, President of Council

Passed:

ANNEXATION PLAT

1.065 ACRES

FROM JACKSON TWP. TO THE CITY OF GROVE CITY
V.M.S. 1383

JACKSON TOWNSHIP, FRANKLIN COUNTY, OHIO

EX. GROVE CITY CORP. LINE
CASE #32-08, ORD. #C-15-08
INS. 200903250041128

DONALD D. &
CAROLYN S. SMITH
D.B. 3360, PG. 225
1.029 AC.

DORIS D. &
JERRY A. PLOTTS
INS. 199906080145427
1 AC.
5070 HAUGHN RD.
PID 160-000208

1.065 AC. ANNEXATION

EDDY GOMER, JR. &
SANDRA E. GOMER
INS. 200506060108675
1.95 AC.

* EX. GROVE CITY CORP.
ORD. #C-69-15
(UN-RECORDED)

JOSEPH D. &
MARCIA L. BROWN
INS. 201209140136740
RESERVE "A"

HAUGHN HEIGHTS
P.B. 37, PG. 67

CLAYBROOKE CROSSING SEC. 1 ~ P.B. 102, PG. 88 ~ RESERVE "A"

EX. GROVE CITY CORP., LINE CASE #47-00
ORD. #C-98-00 INS. 200012280261098

OLD HAUGHN RD. (55')

JACKSON TWP.

GROVE CITY

JACKSON TWP.

GROVE CITY
JACKSON TWP.

ORDERS RD. R/W

R/W

30' 20'

JEFFREY L. &
DAWN R. FAIL
INS. 200004200077197
1.01 AC.

354'±

354'±

131'±

253'±

P.O.B.

0 10 20 30 60 90
SCALE: 1"=60'



RECEIVED

AUG 14 2017

Franklin County, Ohio
Cornell P. & Associates, P.C.

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE

EDDIE R. ROBERTSON P.E., P.S.
FRANKLIN COUNTY ENGINEER

By E.R. Date 08/14/17

LOCATION MAP
(NOT TO SCALE)



LAT 39°51'38"N LON 83°05'10"W

LEGEND

— x — = EX. CORP. LINE
— = PROPOSED GROVE CITY CORP. LINE

ADDRESS OF SUBJECT PROPERTY IS 5070 HAUGHN RD., GROVE CITY, OH 43123. PID IS 160-000208.

THIS ANNEXATION DOES NOT CREATE AN UNINCORPORATED AREA OF THE TOWNSHIP COMPLETELY SURROUNDED BY THE TERRITORY PROPOSED FOR ANNEXATION.

TOTAL PERIMETER OF ANNEXATION IS 970 FT. OF WHICH 131 FT. IS CONTIGUOUS WITH THE CITY OF GROVE CITY, RESULTING IN 13.5% OF PERIMETER CONTIGUITY.

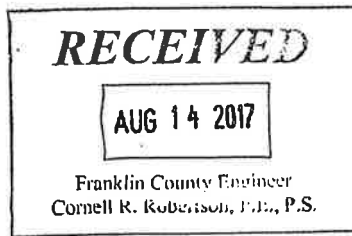
DRAWING PREPARED BY:
WESTERVILLE LAND SURVEYING
90 E. COLLEGE AVE.
WESTERVILLE, OH 43081
(614) 899-2209
DATE: 8.14.17
JOB No.: 17-190
CLIENT: WAUGH LAW LLC



BY Michael P. Lomano
OHIO PROFESSIONAL SURVEYOR No. 7711

DRAWING NAME: 17TSOANL.DWG

C-02-18



ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E.,
FRANKLIN COUNTY ENGINEER

By RJN Date 08/14/17
August 14, 2017

C-02-18
Exhibit 4A

**PROPOSED ANNEXATION OF 1.065 ACRES
NORTH OF ORDERS ROAD, EAST OF OLD HAUGHN ROAD**

**FROM: JACKSON TOWNSHIP
TO: THE CITY OF GROVE CITY, OHIO**

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey Number 1383, and being all of that 1 acre tract as described in a deed to Doris D. and Jerry A. Plotts, of record in Instrument Number 199906080145427 (all records referenced herein being to those located in the Recorder's Office, Franklin County, Ohio), and a portion of the existing right-of-way of Old Haughn Road (55 foot width), and being 1.065 acres more particularly described as follows:

Beginning at a point within the right-of-way of said Old Haughn Road, in the existing corporation line of the City of Grove City as established by Case Number 47-00, Ordinance Number C-98-00, of record in Instrument Number 200012280261098; at the westerly extension of the southerly line of said 1 acre tract (also being the northerly line of that 1.95 acre tract as described in a deed to Eddy Gomer, Jr. and Sandra E. Gomer, of record in Instrument Number 200506060108675), approximately 20 feet westerly from the southwest corner of said 1 acre tract;

Thence in a northerly direction, through the existing right-of-way of said Old Haughn Road, along said existing corporation line of the City of Grove City, a distance of approximately 131 feet to a point at the westerly extension of the northerly line of said 1 acre tract (also being the southerly line of that 1.029 acre tract as described in a deed to Donald D. and Carolyn S. Smith, of record in Deed Book 3360, Page 225;

Thence in an easterly direction, partially through the right-of-way of said Old Haughn Road and partially along the common line between said 1 acre and 1.029 acre tracts, a distance of approximately 354 feet to a point at the northeast corner of said 1 acre tract and the northwest corner of that 1.01 acre tract as described in a deed to Jeffrey L. and Dawn R. Fail, of record in Instrument Number 200004200077197;

Thence in a southerly direction, along the common line between said 1 acre and 1.01 acre tracts, a distance of approximately 131 feet to a point at the southeast corner of said 1 acre tract, at the northeast corner of that 1.95 acre tract as described in a deed to Eddy Gomer, Jr. and Sandra E. Gomer, of record in Instrument Number 200506060108675;

Thence in a westerly direction, partially along the common line between said 1 acre and 1.95 acre tracts, and partially through the right-of-way of said Old Haughn Road, a distance of approximately 354 feet to the place of beginning, containing 1.065 acres of land.

This description was prepared by Westerville Land Surveying, LLC, based on the best available public records (not based on an actual field survey) in August, 2017.

by Michael P. Lomano
Michael P. Lomano 8-14-17
Registered Surveyor No. 7711

