



GROVE CITY, OHIO - CITY COUNCIL Agenda

April 15, 2024

7:00 PM

Regular Meeting

Call to Order

Roll Call

Approval of Minutes

Welcome & Reading of Agenda

LANDS:

Resolution CR-17-24 Approve the Development Plan for Byers Chevy Grove City Parking Expansion located at 5841 North Meadows Drive.

Resolution CR-18-24 Approve the Development Plan for Hoover Road Medical Parking Expansion located at 5775 Hoover Road.

Resolution CR-19-24 Waive the provisions of Section 1135.14(a)5 of the Codified Ordinances for the Harris Property, as adopted by Ord. C-28-23.

FINANCE:

Ordinance C-18-24 Appropriate \$545,000.00 from the Brown's Farm Tax Increment Equivalent Fund for the Current Expense of making payments in accordance with the TIF Agreement and other necessary expenditures. First reading.

Ordinance C-19-24 Approve the purchase contract with E & S Ferguson Properties, LLC and Appropriate \$150,000.00 from the General Fund for the purchase of 3447 Grant Avenue. First reading.

Presentation: COTA

Call for New Business

Call for Dept. Reports & Closing Comments

Adjourn

ON FILE

Minutes of: 04-01-24 Council; 04-02-24 Plan. Comm.

Date: 04/09/24
Introduced By: Ms. Burroughs
Committee: Lands
Originated By: Plan. Comm.
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: CR-17-24
1st Reading: 04/15/24
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-17-24

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR BYERS CHEVY GROVE CITY PARKING EXPANSION LOCATED AT 5841 NORTH MEADOWS DRIVE

WHEREAS, on April 02, 2024, the Planning Commission recommended approval of the Development Plan for Byers Chevy Grove City Parking Expansion with the following deviation:

1. A deviation shall be granted to waive the parking lot perimeter planting requirements along the west and east sides of the parking lot.

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

SECTION 1. This Council hereby approves the Development Plan for Byers Chevy Grove City Parking Expansion, contingent upon the deviation set by Planning Commission.

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

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

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

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

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 04/09/24
Introduced By: Ms. Burroughs
Committee: Lands
Originated By: Plan. Comm.
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: CR-18-24
1st Reading: 04/15/24
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-18-24

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR HOOVER ROAD MEDICAL PARKING EXPANSION LOCATED AT 5775 HOOVER ROAD

WHEREAS, on April 02, 2024, the Planning Commission recommended approval of the Development Plan for Hoover Road Medical Parking Expansion with the following deviation and stipulation:

1. A deviation to Section V(B)(c)(iv) of the approved zoning text shall be approved to allow for a second double-loaded parking aisle to be located between the building and Hoover Road.
2. The 90-degree curbing at parking spaces 1, 22 and 23 shall be modified to include a radius.

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

SECTION 1. This Council hereby approves the Development Plan for Hoover Road Medical Parking Expansion located at 5775 Hoover Road, contingent upon the deviation and stipulation set by Planning Commission.

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

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

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 04-05-24
Introduced By: Ms. Burroughs
Committee: Lands
Sponsored By: Mr. Holt
Approved:
Emergency: 30 Days:
Current Expense:

No.: CR-19-24
1st Reading: 04/15/24
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION CR-19-24

A RESOLUTION TO WAIVE CERTAIN PROVISIONS OF SECTION 1135.14(a)5 OF THE CODIFIED ORDINANCES FOR THE HARRIS PROPERTY AS ADOPTED BY ORD. C-28-23

WHEREAS, a Preliminary Development Plan was approved for the Harris Property located north of State Route 665, on December 19, 2022 with Resolution CR-68-22; and

WHEREAS, a Rezoning was approved for the Harris Property on August 21, 2023, with Ordinance C-28-23; and

WHEREAS, in accordance with Section 1135.14(a)5 certain deadlines with respect to the approval of a Development Plan must be met to retain approval of the PUD Zoning Classification; and

WHEREAS, a request to extend the deadline for an additional 12 months has been received in the Clerk's Office from the petitioner's agent, due to timelines regarding the submission of a development plan and finalizing a TIF Agreement.

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

SECTION 1. The deadline for obtaining approval from Council of a Development Plan shall be extended by one (1) year giving a deadline of May 21, 2024 before the rezoning approval would become null and void and the property reverts back to its previous zoning classification.

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

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

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

I Certify that this resolution is correct as to form _____
Stephen J. Smith, Director of Law

Date: 04/09/24
Introduced By: Mr. Sigrist
Committee: Finance
Originated By: Mr. Boso
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: C-18-24
1st Reading: 04-15-24
Public Notice: 04-16-24
2nd Reading: 05-06-24
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-18-24

AN ORDINANCE TO APPROPRIATE \$545,000.00 FROM THE BROWN'S FARM TAX INCREMENT EQUIVALENT FUND FOR THE CURRENT EXPENSE OF MAKING PAYMENTS IN ACCORDANCE WITH THE TIF AGREEMENT AND OTHER NECESSARY EXPENDITURES

WHEREAS, the City has created the Brown's Farm Tax Increment Equivalent Fund for the deposit of service payments distributed to the City; and

WHEREAS, the City expects to receive net service payments in the amount of \$575,000.00; and

WHEREAS, in accordance with the Tax Increment Financing Agreement between the City and Wilcox Communities authorized by Ordinance C-31-19, the City agreed to repay 50% of service payments to the developer until \$425,000 plus accrued interest has been paid in full; and

WHEREAS, appropriation of the funds is necessary to reimburse the developer \$285,000 according to contractual obligation, pay Franklin County Auditor \$10,000 collection costs, and procure professional engineering services for the Orders Road Reclamation and Widening project in the amount of \$250,000.

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

SECTION 1. There is hereby appropriated \$545,000.00 from the unappropriated monies of the Brown's Farm Tax Increment Equivalent Fund to account number 208000.559000 for the current expense of contractual obligations and other necessary expenditures.

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

Christine Houk, 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

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

Date: 04/09/24
Introduced By: Mr. Sigrist
Committee: Finance
Originated By: Mr. Boso
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: C-19-24
1st Reading: 04-15-24
Public Notice: 04-16-24
2nd Reading: 05-06-24
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-19-24

AN ORDINANCE TO APPROOVE THE PURCHASE CONTRACT WITH
E & S FERGUSON PROPERTIES LLC AND APPROPRIATE \$150,000.00
FROM THE GENERAL FUND FOR THE PURCHASE OF 3447 GRANT AVE.

WHEREAS, the City of Grove City has the opportunity to purchase Parcel Number 040-000224-00 located at 3447 Grant Avenue for \$150,000.00, as set forth in Exhibit A; and

WHEREAS, an appropriation to secure this purchase is necessary.

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

SECTION 1. Council hereby approved the purchase contract with E&S Ferguson Properties LLC attached as Exhibit A.

SECTION 2. There is hereby appropriated \$150,000.00 from the unappropriated monies of the Brown's Farm Tax Increment Equivalent Fund to account number 208000.559000 for the current expense of contractual obligations and other necessary expenditures.

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

Christine Houk, 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

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-19-24
Exhibit A

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into on the ____ day of _____, 2024 (the "Effective Date"), by and between **E & S FERGUSON PROPERTIES LLC** ("Seller"), whose address is 3447 Grant Avenue, Grove City, Ohio 43123, and **THE CITY OF GROVE CITY, OHIO**, an Ohio municipal corporation ("Buyer"), whose address is 4035 Broadway, Grove City, Ohio 43123.

Background Information

A. Seller is the owner of a certain tract of real property located at 3447 Grant Avenue, Grove City, Ohio 43123, and known as Franklin County Auditor's Tax Parcel No. 040-000224-00, containing approximately .09 acres. ("Property").

B. Buyer desires to purchase the Property from Seller, which is legally described on Exhibit "A" and depicted on Exhibit "B" both of which are attached to this Agreement (the "Property").

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest in the Property, at the price and on the terms and conditions hereinafter set forth.

Statement of Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the foregoing Background Information and as follows:

1. **Agreement.**

On the terms and conditions set forth below, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the Property.

2. **Amount of Purchase Price.**

The purchase price for the Property shall be One Hundred and Fifty Thousand Dollars (\$150,000), payable to Seller at Closing, in immediately available funds or by cashier's check, adjusted by all prorations, credits, allowances and other adjustments.

3. **Contingent Agreement.**

Buyer shall not be obligated to close under this Agreement until it receives the approval of the Grove City Council for all obligations under this Agreement.

4. General Warranty Deed and Other Documents.

Seller shall, at the Closing, convey fee simple title to the Property to Buyer by a duly and validly executed, recordable general warranty deed, free and clear of all liens and encumbrances, except as provided herein. The Parties agree to execute any and all supplemental instruments or documents necessary to vest Buyer with the rights, titles, and interests described in Exhibit A and depicted in Exhibit B or to fulfill the intent of this Agreement.

5. Closing Date.

The purchase and sale of the Property shall be closed (the "Closing") on _____ (the "Closing Date"), which Closing Date may be extended by mutual agreement of the parties. The Closing shall be at such time and place as Buyer and Seller may mutually agree upon.

Following Closing, Seller shall have the right to continue to store materials and possessions on the Property until August 15, 2024. If Buyer needs access to the entire Property prior to August 15, 2024, Buyer shall have the right, at its sole cost and expense, to move the current materials and possessions to another secure location until retrieved by Seller.

6. Warranty of Title.

Seller shall, and hereby do, warrant that the Property Interest described in Exhibit A and depicted in Exhibit B is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

7. Brokers.

Buyer and Seller hereby warrant and represent to each other that neither has engaged or dealt with any broker or agent, for a fee, in regard to this Agreement. Thus, no real estate broker fee shall be paid under this Agreement. Seller hereby agrees to indemnify Buyer and hold Buyer harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, attorneys' fees and costs of litigation) which Buyer shall ever incur or be threatened with because of any claim of any broker or agent claiming through Seller, whether or not meritorious, for any such fee or commission.

8. Miscellaneous.

(a) Governing Law. This Agreement is being executed and delivered in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the State of Ohio.

(b) Entire Agreement. This Agreement constitutes the entire contract between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto, and supersedes all previous agreements, written or oral, if any, of the parties.

(c) Time of Essence. Time is of the essence of this Agreement in all respects.

(d) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

(e) Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

(f) Waiver. No waiver of any of the provisions of this Agreement shall be deemed, nor shall the same constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the party making the waiver.

(g) Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

REST OF PAGE LEFT INTENTIONALLY BLANK, SIGNATURE PAGE TO
FOLLOW

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the day and year first aforesaid.

**E & S FERGUSON PROPERTIES LLC
(SELLER):**

By:_____

Title:_____

BUYER:

The City of Grove City, Ohio,
an Ohio municipal corporation

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

Approved as to Form:

Stephen J. Smith
Law Director, City of Grove City

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.

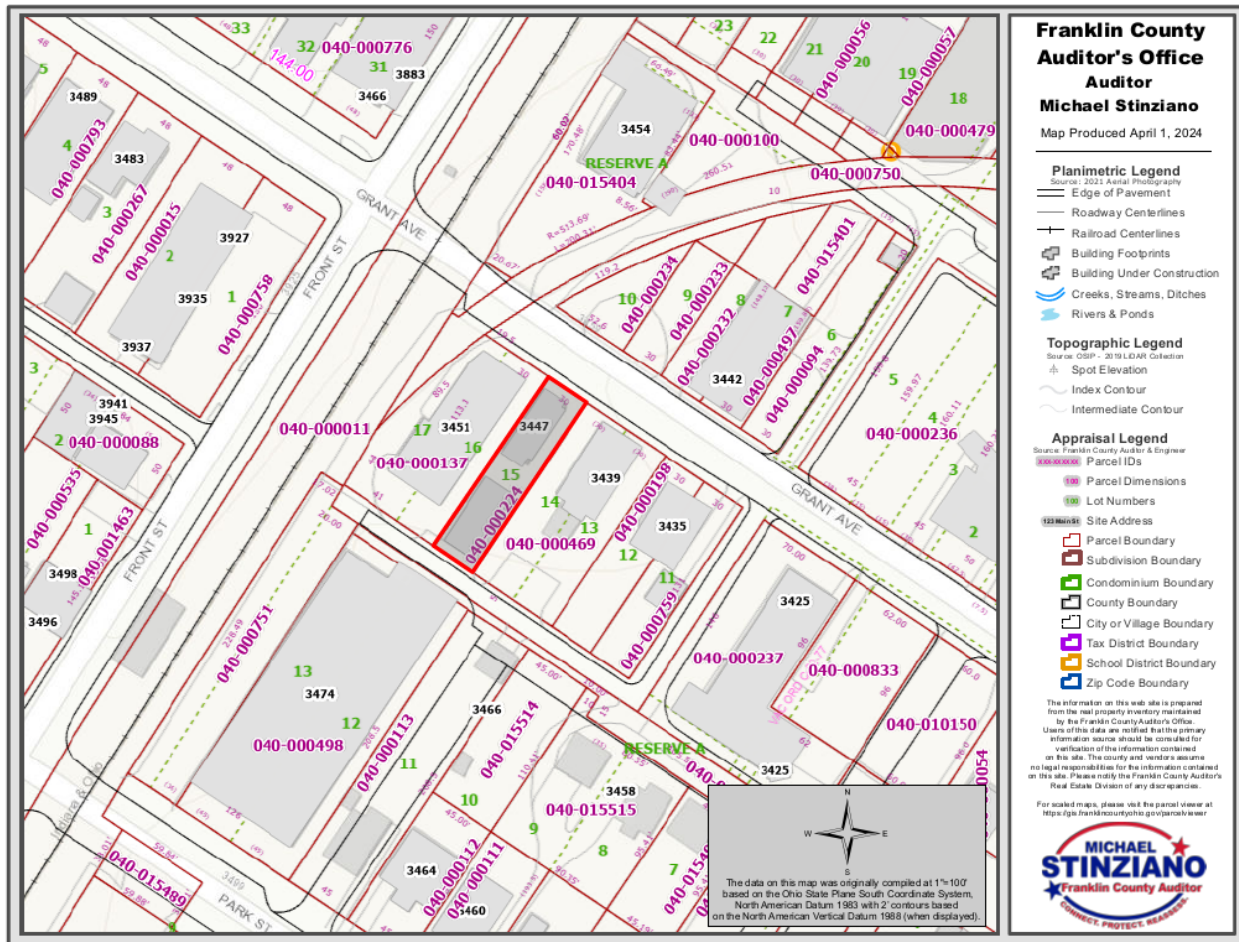
Michael Turner, Director of Finance

Date

Exhibit A

Being Lot Number Fifteen (15) of GEORGE GANTZ ET AL ADDITION to Grove City, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, page 116, Recorder's Office, Franklin County, Ohio.

Exhibit B



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