



GROVE CITY, OHIO - CITY COUNCIL Agenda

August 5, 2024

7:00 PM

Regular Meeting

Call to Order	Roll Call	Approval of Minutes	Welcome & Reading of Agenda
<u>Presentation</u>	Oaths of Office		

LANDS:

- | | |
|----------------------------|--|
| <u>Ordinance C-20-24</u> | Accept the Annexation of 0.897± acres located at 2232 Edwards Road in Jackson Township to the City of Grove City, Ohio. Second reading and public hearing. |
| <u>Ordinance C-25-24</u> | Rezone 0.1893± acres located north of Rose Ave. and west of Broadway from R-2 to PUD-R with zoning text. Second reading and public hearing. |
| <u>Resolution CR-24-24</u> | Approve the Development Plan for Rose Castro Duplex with detached garage located north of Rose Ave. and west of Broadway. |
-

SERVICE:

- | | |
|----------------------------|--|
| <u>Resolution CR-32-24</u> | Support the Ohio Commission for the United States Semiquincentennial - America 250-OH. |
| <u>Resolution CR-33-24</u> | Establish a Charter Review Committee for the express purpose of reviewing the City's form of government. |
-

FINANCE:

- | | |
|--------------------------|--|
| <u>Ordinance C-28-24</u> | Approve the Purchase Contract for 3387 White Place and appropriate \$320,000.00 from the General Fund for said purchase and declaring an emergency. First reading. |
| <u>Ordinance C-29-24</u> | Authorize the City Administrator to convey excess personal property that is no longer needed for City business. First reading. |
-

Call for New Business	Call for Dept. Reports & Closing Comments	Adjourn
<u>ON FILE</u>	Minutes of: 07/15/24 Council meeting	

Date: 04/29/24
Introduced By: Ms. Burroughs
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-20-24
1st Reading: 05/06/24
Public Notice: 05/07/24
2nd Reading: 06/17/24
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-20-24

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 0.897+ ACRES LOCATED AT 2232 EDWARDS ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 0.897+ acres, more or less, in Jackson Township was duly filed by Steven Rinehart on behalf of Rinehart Jacob Edwards LLC; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on February 06, 2024; 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 February 16, 2024.

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 Steven Rinehart on behalf of Rinehart Jacob Edwards LLC, being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on January 03, 2024 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on February 06, 2024, 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. 8231. 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 5. 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.

Christine Houk, President of Council

Passed:

Effective:

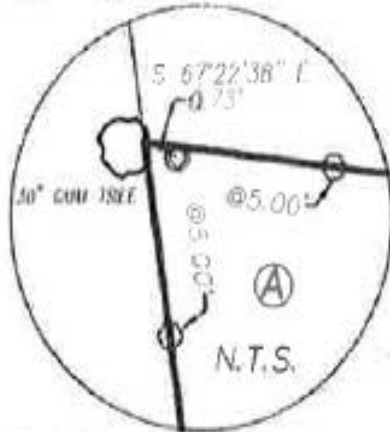
Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law



ORD: C-57-99
I.N. 199909630226404
GROVE CITY

S 83°30'29" E
103.11'
103.11'
JACKSON TWP

QPH

01/03/2024

RM BENTLEY LLC
INSTR No. 202110200190396
LOT 4 OF
RE-SUB'D OF PART OF RESERVE A
OF STRINGTOWN CONNECTION
PB 76 PG 20

DEED REFERENCE

RINEHART JACOB EDWARDS LLC
INST. #202203220045062
A LOT 21

PARCEL No. 160-000449.00

LEN E. McDOWELL'S LITTLE FARMS
PB 17 P 284

LEGEND

ALL MONUMENTS FOUND OR SET ARE IN
GOOD CONDITION UNLESS OTHERWISE NOTED.

- ⊙ 1/2" Ø IRON PIPE (FOUND)
- 5/8" Ø REBAR & YELLOW PLASTIC CAP
STAMPED "COTTRILL SURVEYING" (SET)

TOTAL PERIMETER OF ANNEXATION AREA
IS 990.96± FEET, OF WHICH 598.56±
FEET IS CONTIGUOUS WITH THE CURRENT
CORPORATION LINE OF GROVE CITY,
HAVING 60.4% CONTIGUITY.

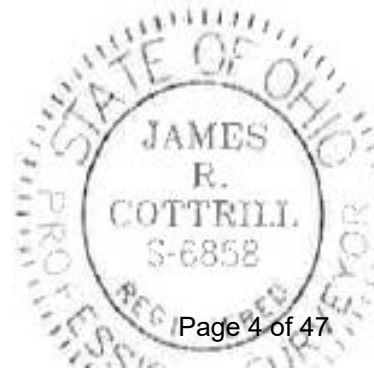
PROPOSED CORP LINE

EXISTING CORP LINE

PROPOSED AREA

POB

N 83°32'53" W
102.95'
0.118± AC
EDWARDS ROAD 50'
102.93'
N 83°32'53" W
JACKSON TWP
GROVE CITY



Subject to and with the benefit of
all legal highways, restrictions,
easements, limitations, and
reservations, of record, if any and
to zoning restrictions which have

Date: 06/10/24
Introduced By: Ms. Burroughs
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-25-24
1st Reading: 06/17/24
Public Notice: 06/18/24
2nd Reading: 08/05/24
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-25-24

AN ORDINANCE FOR THE REZONING OF 0.1893± ACRES LOCATED NORTH OF ROSE AVE. AND WEST OF BROADWAY FROM R-2 TO PUD-R WITH ZONING TEXT

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

WHEREAS, the Planning Commission approved the rezoning on June 06, 2024; and

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

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

SECTION 1. The following described premises are rezoned from R-2 to PUD-R with Zoning Text:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 1338 *and being the entirety of Lot 23 of Eesley's Addition, as recorded in Official Records, Plat Book 10, Page 365., Recorder's Office, Franklin County, Ohio*, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

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

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

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



ITEM 1: 202405010021- Rose Castro Avenue - Rezoning (PUD-R)

Site Location

North side of Rose Avenue (PID 040-000742)

Proposal

To rezone 0.189 acres from R-2 to PUD-R

Current Zoning

R-2 (Single Family Residential)

Future Land Use

Town Center Core Neighborhood

Property Owner

Patrick Castro

Applicant/Representative

Patrick Castro

Applicable Plans, Policies, and Code Section(s)

- Zoning Code Section 1135.14
- GroveCity2050 Community Plan Future Land Use and Character Map

Staff Recommendation

Approval as submitted

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Case Manager

Dash Logan, AICP, Senior Planner
614-277-3024
dlogan@grovecityohio.gov

Summary

This application is to rezone 0.189 acres on Rose Avenue from R-2 (Single Family Residential) to PUD-R (Planned Unit Development- Residential) with a text.

Zoning Map

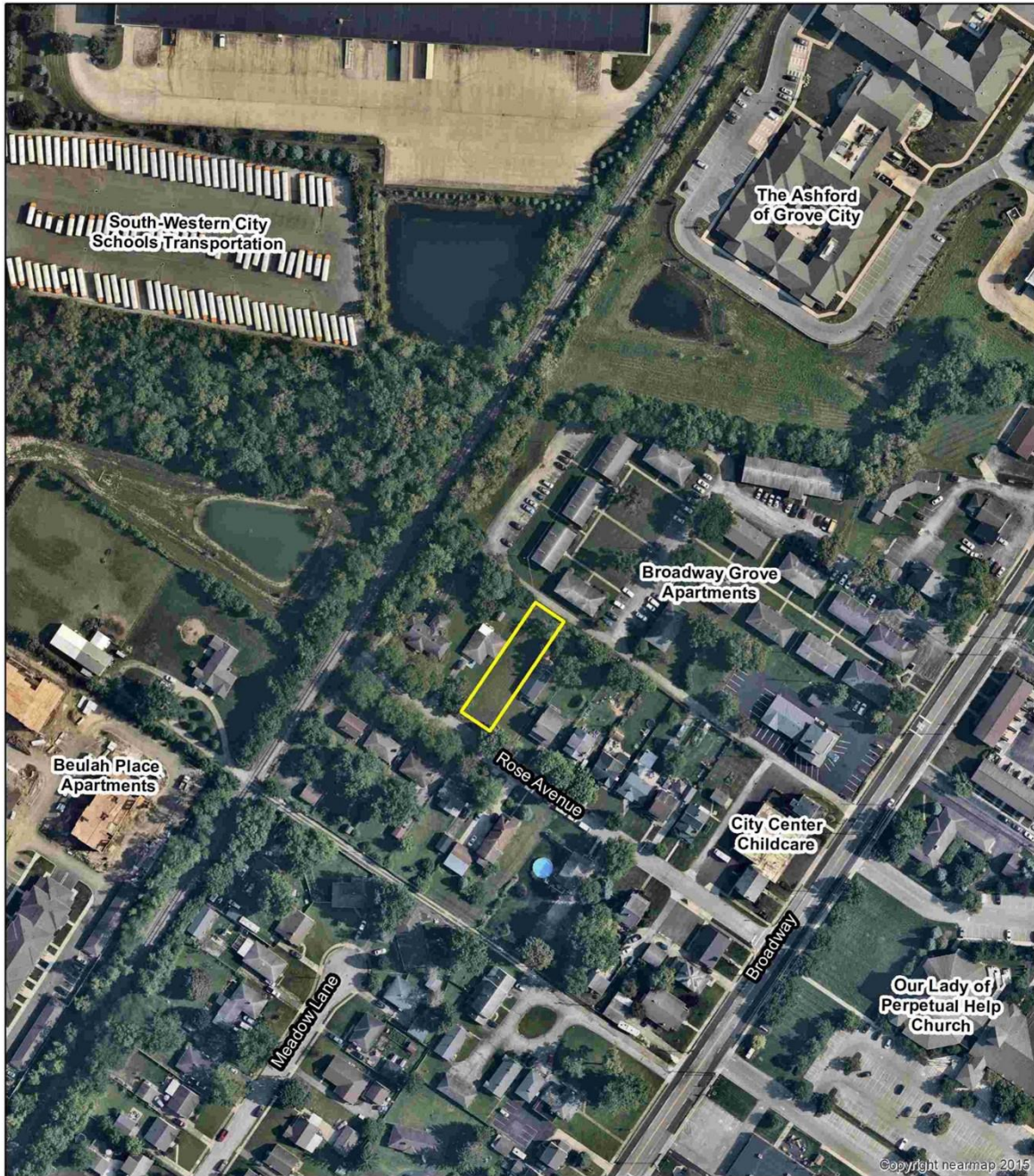


Next Steps

Upon recommendation from Planning Commission, the Rezoning will move forward to City Council. If City Council approves the application, the Rezoning goes into effect 30 days after Council approval.

1. Context Map

This property is located on the north side of Rose Avenue (PID 040-000742).



202405010021
Rose Castro
Rezoning (PUD-R)
PID: 040-000742

0 100 200 400 Feet



2. Analysis

The applicant is requesting approval to rezone 0.189 acres on Rose Avenue from R-2 (Single-Family Residential) to PUD-R (Planned Unit Development- Residential) with a zoning text. The proposed rezoning would allow for two dwelling units on site with a proposed duplex and a carriage house garage with storage on the second floor. A Preliminary Development Plan for the proposed project was recommended for disapproval by Planning Commission at the November 8th, 2022, meeting and denied by City Council at the November 21st, 2022, meeting. During these meetings, concerns were voiced over several items with the proposed project including the number of units, building placement on site, and parking. The applicant submitted a rezoning application in February of 2023, and this application was tabled at the March 7th, 2023, Planning Commission meeting. This application was withdrawn at the September 5th, 2023, Planning Commission meeting, and since this time the applicant has revised the application to reduce the number of units proposed to two (2) by removing the dwelling unit from above the proposed garage.

The GroveCity2050 Community Plan Land Use and Character Map designates this parcel as Town Center Core Neighborhood, which lists multi-family residential as a primary use. Town Center Core Neighborhood also promotes a variety of building types and housing, with detached garages located off rear alleys, and the proposed application is in line with the future land use goals identified in GroveCity2050.

Zoning Text

The proposed zoning text permits one (1) residential structure containing two (2) residential dwelling units, and a carriage house garage with storage on the second floor, for a total of two (2) units. The proposed garage is to be accessed from the alley along the rear of the lot, like other detached garages in the Town Center area. The text also states that no curb cuts shall be permitted onto Rose Avenue and that parking for the proposed project be located at the rear of the carriage house garage.

Setbacks established in the zoning text for the duplex structure are 26 feet for the front setback from Rose Avenue and side setbacks of four (4) feet. These setbacks are less than the setbacks required in the R-2 and D-1 districts (30 foot front and 6 foot side); however, many structures in the historic Town Center area do not comply with standard code setbacks due to the smaller lot dimensions. The carriage house garage will be setback thirty (30) feet from the alley and seven (7) feet from the side property lines.

Architectural standards are included in the text to ensure quality development on site. The text states that the elevation fronting on Rose Avenue must contain at least three of the following architectural elements: a front porch measuring at least 20 feet wide and five feet deep, shutters, roofline variation, bump-outs or facade offsets in excess of 1' 6", first-story windows totaling at least 75 square feet of glazing, a chimney, or other architectural elements as determined by the Development Director that are deemed to provide appropriate architectural interest. These elements were selected based on existing homes along Rose Avenue to create a structure in character with existing residences. Per the text, the home is to be finished with vinyl vertical board and batten siding in gray or other neutral earth tones. The proposed trim on the home is to be colors complementary to the siding. The maximum permitted height of the duplex structure is proposed to be 35 feet and the maximum permitted height of the carriage house garage is proposed to be 28 feet from grade to peak of the roof.

3. GroveCity2050 Analysis

The City of Grove City adopted the GroveCity2050 Community Plan in January 2018 which contains specific goals, objectives, and actions to guide growth in the community. Five (5) guiding principles are identified that articulate Grove City's community values and direct the recommendations in the plan. Applications submitted to Planning Commission are reviewed based on these 5 Guiding Principles:

(1) The City's small-town character is preserved while continuing to bring additional employment opportunities, residents, and amenities to the community.

Finding is Met: The zoning text establishes architectural standards to ensure the proposed home will be sited and designed to integrate into the existing character of the surrounding area while providing additional

residences near the Town Center. Additionally, the proposed zoning text addresses the concerns voiced by Planning Commission during the review of the Preliminary Development Plan regarding the proposed number of units and the placement of the structures on the lot to ensure that the proposed development is in character with the surrounding area.

(2) Quality design is emphasized for all uses to create an attractive and distinctive public and private realm.

Finding is Met: The zoning text for the site establishes the standards for the site to ensure quality development. These standards establish permitted materials, architecture standards as well as landscaping which can contribute to quality design in character with the surrounding area.

(3) Places will be connected to improve the function of the street network and create a safe opportunities to walk, bike, and access public transportation throughout the community.

Finding Not Applicable: No changes are proposed to the existing street network.

(4) Future development will preserve, protect, and enhance the City's natural and built character through sustainable practices, prioritizing parks, and open space, and emphasizing historic preservation.

Finding Not Applicable: The scope of the development is limited in applicability to this principle, although the architectural standards outlined in the zoning text were drafted to ensure that structures built on the lot will be in character with the area.

(5) Development provides the city with a net fiscal benefit.

Finding is Met: The proposed development would not add an undue burden to the City's infrastructure and would allow for two additional residential opportunities on an infill lot within the Town Center, which can support the City's expanding economic base.

4. Recommendation

After review and consideration, the Development Department recommends Planning Commission make a recommendation of approval to City Council for the Rezoning as submitted.

5. Detailed History

1923

The lot was platted as lot 23 in the recorded plat for Eesley's addition.

1975

City Council approved C-80-74 to adopt a new zoning map and comprehensively rezone the city, rezoning this property to its current R-2 zoning.

2022

A Preliminary Development Plan for the site was denied by City Council at the November 21, 2022, meeting.

2023

The rezoning application was tabled at the March 7th, 2023, Planning Commission Meeting at the request of the applicant.

A rezoning application was withdrawn at the September 5th, 2023 Planning Commission Meeting.

Date: 06/10/24
Introduced By: Ms. Burroughs
Committee: Lands
Originated By: Plan. Comm.
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: CR-24-24
1st Reading: 06/17/24
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-24-24

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR ROSE CASTRO DUPLEX WITH DETACHED GARAGE LOCATED NORTH OF ROSE AVENUE AND WEST OF BROADWAY

WHEREAS, on June 06, 2024, the Planning Commission recommended denial of the Development Plan for Rose Castro Duplex as submitted.

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 Rose Castro Duplex with detached garage located North of Rose Ave. and West of Broadway, as submitted.

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



ITEM 2: 202405010022 – Rose Castro – Final Development Plan

Site Location
North side of Rose Avenue (PID 040-000742)

Proposal
A Final Development Plan for a new duplex home and carriage house garage.

Current Zoning
R-2 (Single Family Residential)

Future Land Use
Town Center Core Neighborhood

Property Owner
Patrick Castro

Applicant/Representative
Patrick Castro

- Applicable Plans, Policies, and Code Section(s)**
- Zoning Code Section 1135.14
 - GroveCity2050Future Land Use and Character Map

Staff Recommendation
Approval as submitted

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Case Manager
Dash Logan, Senior Planner
614-277-3024
dlogan@grovecityohio.gov

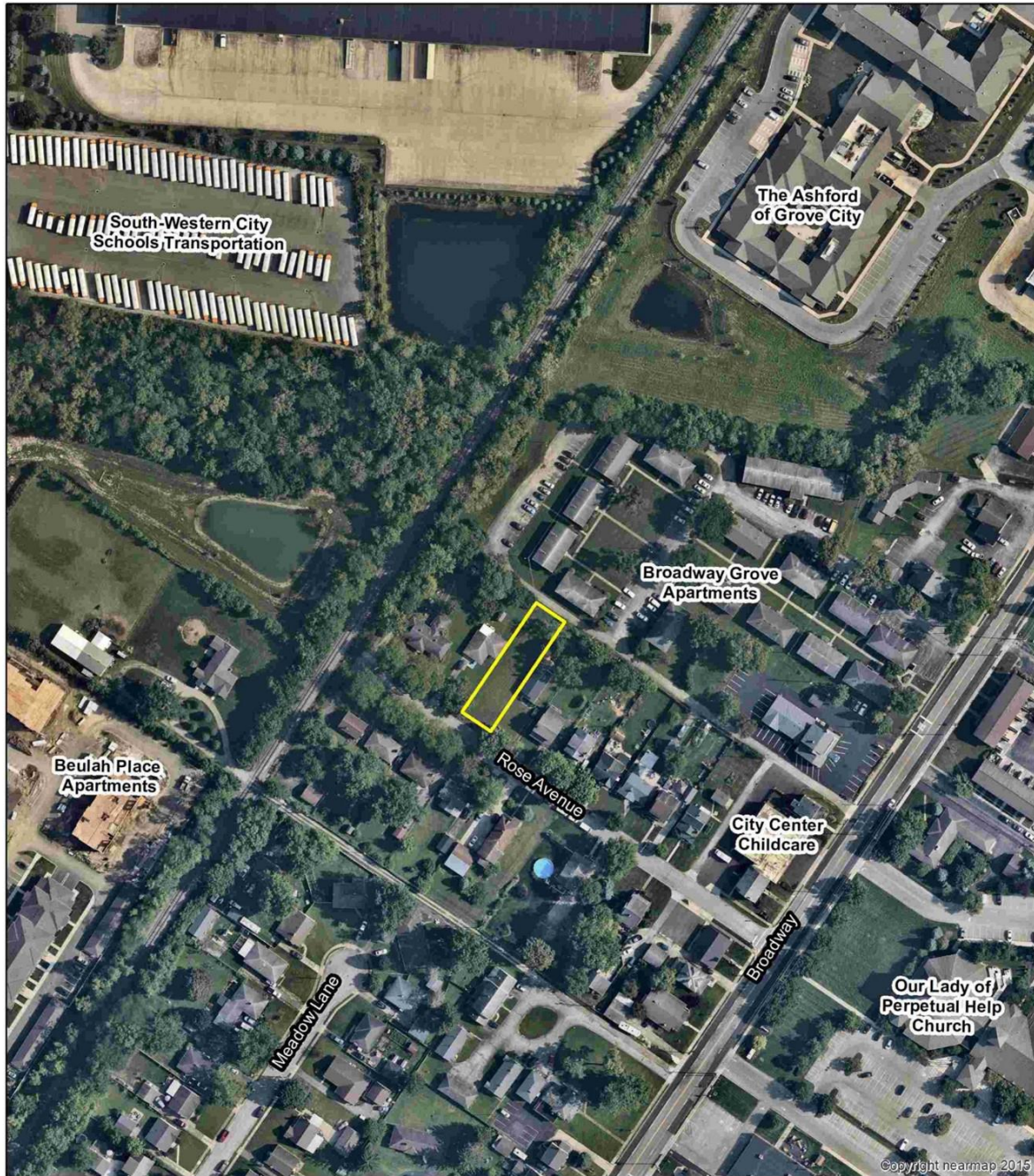
Summary
This proposal is a Final Development Plan for a new duplex home with a carriage house garage on a currently vacant parcel on Rose Avenue.



Next Steps
Upon recommendation from Planning Commission, the Final Development Plan can move forward to City Council.

1. Context Map

This property is located on the north side of Rose Avenue (PID 040-000742).



202405010022
Rose Castro
Final Development Plan
PID: 040-000742



2. Analysis

The applicant is requesting approval of a Final Development Plan to construct a new, 2,635-square-foot duplex residence and carriage house garage with second-story storage on a currently vacant parcel on Rose Avenue. A Preliminary Development Plan for the site was denied by City Council at the November 21, 2022, meeting, due to concerns with the number of units proposed (3), as well as concerns related to parking on site. Since this time, the applicant has revised their plans to address feedback and concerns of Planning Commission and City Council by reducing the number of units to two (2) and relocating all parking to the rear of the garage to be accessed from the public alleyway. A rezoning application has been submitted for concurrent review, and the Final Development Plan application examines the proposed development against the standards outlined within the zoning text to ensure that the site layout, structures, and architecture comply with the zoning text.

The GroveCity2050 Community Plan Land Use and Character Map designates this parcel as Town Center Core Neighborhood, which lists multi-family residential as a primary use. Town Center Core Neighborhood also promotes a variety of building types and housing, with detached garages located off rear alleys.

Site Plan

The proposed primary duplex structure is shown to be setback 26 feet from the Rose Avenue right-of-way, as required in the draft zoning text to align with most homes along the north side of the road. The duplex includes side setbacks of 4 feet and 6.5 feet, which comply with the 4-foot minimum required by the zoning text.

A carriage house garage with storage on the second floor is proposed behind the primary structure and will be accessible from the public alley running along the rear of the property. The carriage house is set back 31 feet from the alley, which allows for two cars to park between the garage and the alley. The garage is set back 7.2 feet from each side property line, exceeding the minimum side setback of 7 feet required in the zoning text for the site.

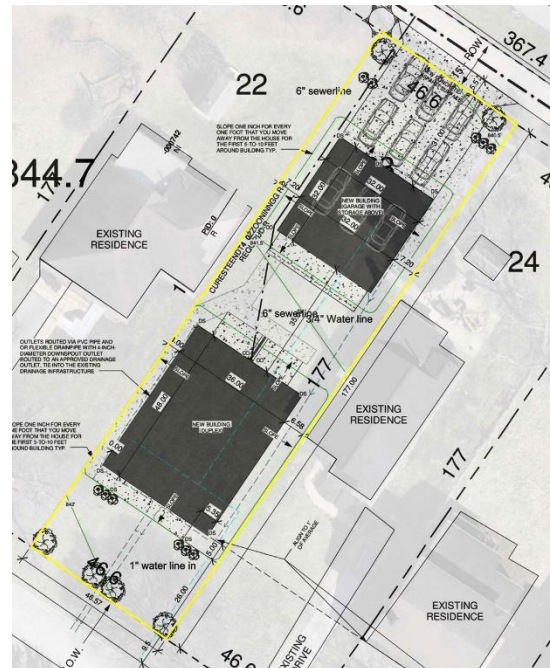
Staff is supportive of the proposed building placements as shown, as they comply with the requirements of the zoning text and will result in structures that integrate into the existing built environment along Rose Avenue.

Parking

Per the zoning text, all parking is to be located at the rear of the site, accessed from the public alley. Plans show that three cars will be able to park in the garage structure, with driveway space to park six more cars, for a total of nine -off-street parking spaces. This is more than the standard D-1 (Doubles, Twins, Duplexes) district requirement, which requires one garage space and one open space per unit and would require a total of 4 spaces.

Buildings

The duplex structure will be approximately 2,600-square-foot, with each unit measuring approximately 1,300 square feet. Plans show each unit including two bedrooms and two bathrooms. The structure will be two stories and measure 24' 8" from grade to the peak of the roof. The front of the home is shown to include shutters on all windows, a roofline variation with a gabled roofline over the front porch, and a railing along the porch. The proposed elevations meet the architectural requirements outlined in the zoning text in terms of materials used and the inclusion of required elements for architectural interest.



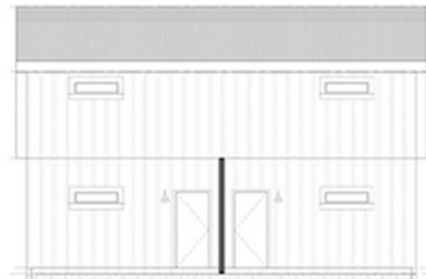
The proposed two-story carriage house garage will consist of a three-car garage, with a second-floor storage area. The garage will measure 27' 8" from grade to the peak of the roof. Three garage doors are proposed along the north elevation of the structure, providing access to the alley along the rear of the property.

Both proposed structures will be finished with gray vinyl board and batten siding (colored *Harvard slate*), and vinyl soffits. The trim will be painted in an off-white color. The material sheet provided with the application materials indicates that the roof will be finished with black three-tab shingles, which comply with the requirement outlined in the draft zoning text.

Duplex Elevations



*South Elevation
(Facing Rose Avenue)*



North Elevation



East Elevation

West Elevation

Carriage House Garage Elevations



Landscaping

The draft zoning text requires that the site comply with the planting requirements outlined in code for new residential developments. A total of six 2-inch-caliper trees are shown, exceeding the code requirement of 3 trees per duplex, as well as shrubs, 24 inches tall at the time of planting, along the front of both units of the duplex and on either side of the driveway leading to the detached garage.

3. PUD Analysis

Per Section 1135.14 of the Codified Ordinances of Grove City, Planning Commission is charged with reviewing and evaluating Preliminary and Final Development Plan applications for Planned Unit Development districts by applying the eight (8) findings.

- (1) The uses proposed will not be detrimental to present and potential surrounding uses, but will have a beneficial effect that could not be achieved under any other district.**

Finding is Met: Staff believes the proposed residential use is compatible with the surrounding area which is residential in nature. However, the proposed development would not be able to be achieved under any existing zoning district due to the lot requirements of the closest compatible district, D-1 (doubles, twins,

duplexes), which requires a 70-foot-wide lot, as well as setbacks that would be difficult to meet due to the small lot size.

(2) Any exception from Zoning Code (Ordinance C79-74, passed January 20, 1975) requirements is warranted by the design and amenities incorporated in the Development Plan.

Finding is Met: Staff believes that an exception from the standard setback requirements within the zoning code is warranted, noting that the current zoning standards make it difficult to develop infill in the Town Center area. The building will be sited to reflect the setbacks of other homes in the area, to help maintain the built character of the neighborhood. By rezoning the property to PUD-R, appropriate development standards can be drafted to ensure compatibility.

(3) Land surrounding the proposed development can be planned in coordination with the proposed development and that it is compatible in use.

Finding is Met: The proposed duplex and carriage house, which will add two housing units, is compatible in use with the other surrounding properties, which include single-family residential homes as well as multi-family apartments nearby.

(4) The proposed change to a Planned Unit Development District is in conformance with the general use intent of the area.

Finding is Met: The GroveCity2050 Community Plan Land Use and Character Map designate this parcel as Town Center Core Neighborhood, which lists multi-family residential as a primary use. Town Center Core Neighborhood also promotes a variety of building types and housing, with detached garages located off rear alleys. The proposed development will meet the land use objectives identified in GroveCity2050 and be in character with the surrounding area.

(5) Existing and proposed streets are suitable and adequate to carry anticipated traffic within the proposed district and in the vicinity of the proposed district.

Finding is Met: The proposed duplex structure is to be located on an existing platted lot, accessed by both a public street (Rose Avenue) and a public rear alley and as such no changes in traffic are anticipated to occur.

(6) Existing and proposed utility services are adequate for the proposed development.

Finding Can Be Met: Public utilities are available on the street as well as from the alley behind the rear of the property and can be tapped into to adequately service the proposed structures.

(7) Each phase of the proposed development, as it is proposed to be completed contains the required parking spaces, landscape, and utility areas necessary for creating and sustaining a desirable and stable environment.

Finding Can Be Met: The proposed development provides off-street parking for each unit proposed, and additional parking is available on-street if needed. Additionally, materials indicate that the property will be landscaped to meet the code requirements for residential properties.

(8) The proposed Planned Unit Development District and all proposed buildings, parking spaces, and landscape and utility areas can be completely developed within seven years of the establishment of the district, unless otherwise provided for by Council.

Finding is Met: The proposed project can be completely developed within seven years.

4. GroveCity2050 Analysis

The City of Grove City adopted the GroveCity2050 Community Plan in January 2018 which contains specific goals, objectives, and actions to guide growth in the community. Five (5) guiding principles are identified that articulate Grove City's community values and direct the recommendations in the plan. Applications submitted to Planning Commission are reviewed based on these 5 guiding principles.

- (1) **The City's small-town character is preserved while continuing to bring additional employment opportunities, residents, and amenities to the community.**

Finding is Met: The proposed development will be sited to integrate into the existing character of the surrounding area while meeting the land use objectives for the area outlined in the GroveCity2050 Community Plan. Additionally, the development will help Grove City expand and diversify its housing choices while providing two additional residences near the Town Center.

- (2) **Quality design is emphasized for all uses to create an attractive and distinctive public and private realm.**

Finding is Met: The applicant has provided elevations and materials that staff believes contribute to an attractive development, including the use of board and batten siding, the inclusion of shutters, and porch railings to tie in elements from surrounding properties for further compatibility with the surrounding area.

- (3) **Places will be connected to improve the function of the street network and create safe opportunities to walk, bike, and access public transportation throughout the community.**

Finding Not Applicable: No changes are proposed to the street network.

- (4) **Future development will preserve, protect, and enhance the City's natural and built character through sustainable practices, prioritizing parks and open space, and emphasizing historic preservation.**

Finding Not Applicable: The scope of the development is limited in applicability to this principle.

- (5) **Development provides the city with a net fiscal benefit.**

Finding is Met: The proposed development will not add an undue burden to the City's infrastructure and will allow for two additional residential opportunities which can support the City's expanding economic base.

5. Recommendation

After review and consideration, the Development Department recommends Planning Commission make a recommendation of approval to City Council for the Final Development Plan as submitted.

6. Detailed History

1923

The parcel was platted as lot 23 on the Plat for Eesley's Addition, recorded on December 29, 1923.

1975

City Council approved C-80-74 to adopt a new zoning map and comprehensively rezone the city, rezoning this property to its current PSO zoning.

2022

A Preliminary Development Plan for the site was denied by City Council at the November 21, 2022, meeting.

2023

A rezoning application was tabled at the March 7th, 2023, Planning Commission Meeting at the request of the applicant.

A rezoning application was withdrawn at the September 5th, 2023, Planning Commission Meeting.

Date: 07/19/24
Introduced By: Mr. Dew
Committee: Service
Originated By: Mayor Stage
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-32-24
1st Reading: 08/05/24
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-32-24

A RESOLUTION SUPPORTING THE OHIO COMISSION FOR THE UNITED STATES SEMIQUINCENTENNIAL – AMERICA250-OH

WHEREAS, the Ohio legislature and the Governor created AMERICA250-OH in 2018 to plan, encourage, develop and coordinate the commemoration of the 250th anniversary of the United States and Ohio's integral role in that event and the role of its people on the nation's past, present and future; and

WHEREAS, AMERICA250-OH hopes to engage all Ohioans and all 88 counties through their many signatures and officially recognized programs, projects and events over the next several years by inspiring future leaders and celebrating all Ohioans' contributions to the nation over the last 250 years; and

WHEREAS, by adoption of the AMERICA250-OH Resolution the City will also work to educate, preserve, innovate, and celebrate.

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

SECTION 1. The City of Grove City hereby endorses AMERICA250-OH and its mission to educate, preserve, innovate and celebrate every Ohioan in every county.

SECTION 2. The Grove City Historical and Cultural Arts Commission will serve as the City's AMERICA250-OH organizing entity coordinating with other community organizations to share and calendar programs, projects and events over the next several years.

SECTION 3. A copy of this resolution is to be sent to the Franklin County legislative delegation and AMERICA250-OH Commission headquartered at 41 S. High St, Suite 250, Columbus, Ohio 43215.

SECTION 4. 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: 07-23-24
Introduced By: Mr. Dew
Committee: Service
Originated By: Council
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: CR-33-24
1st Reading: 08-05-24
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-33-24

A RESOLUTION ESTABLISHING A CHARTER REVIEW COMMITTEE FOR THE EXPRESS PURPOSE OF REVIEWING THE CITY'S FORM OF GOVERNMENT

WHEREAS, the City of Grove City Charter was initially adopted by the voters on November 4, 1958 and last amended on November 07, 2017; and

WHEREAS, good governance mandates a periodic review of the Charter to ensure that the City operates with efficient and effective rules of governance; and

WHEREAS, City Council's February 24, 2024 governance retreat included identification of Council's priorities, and examination of the necessary changes to the Charter for a transition to the Council-Manager form of government emerged as a top priority; and

WHEREAS, Council held a Forms of Governance Work Session on May 13, 2024, leading Council members to each prepare a list of changes they would like to see addressed and Council met to discuss these submissions during a June 10, 2024 work session; and

WHEREAS, a Council work group of the three most senior members of Council recommended changes to the Charter to address the issues discussed by Council during this process, and further asserted that perhaps the most impactful way to address the areas of concern for the future, would be to begin the transition to the Council-Manager Form of Government by creating a special Charter Review Committee; and

WHEREAS, Council is ready to establish a special Charter Review Committee for the express purpose of to review the Charter provisions related to Grove City's form of government and propose change.

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

SECTION 1. This Council hereby establishes a special "Charter Review Committee".

SECTION 2. This special Charter Review Committee shall be comprised of nine (9) persons, with each Council Member appointing one (1) from their elected seat; two (2) members appointed by the Mayor. Three (3) members of Council; the Mayor; Clerk of Council; and Director of Law shall serve as ex-officio, non-voting members.

SECTION 3. This special Charter Review Committee shall review the Charter provisions related specifically to Grove City's form of government and make recommendations for any changes related thereto to the Charter.

SECTION 4. This Committee shall submit their recommendations to Council no later than January 06, 2025 and shall make a report at the January 13, 2025 special meeting.

SECTION 5. This resolution shall take effect at the earliest opportunity allowed by law.

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:

Attest:

Effective:

Tami K. Kelly, MMC, Clerk of Council

I certify that this resolution is correct as to form.

Stephen J. Smith, Director of Law

Date: 07-23-24
Introduced By: Mr. Sigrist
Committee: Finance
Originated By: C. Boso
Approved: _____
Emergency: X 30 Days: _____
Current Expense: _____

No.: C-28-24
1st Reading: 08/05/24
Public Notice: 08/06/24
2nd Reading: 08/19/24
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-28-24

AN ORDINANCE TO APPROVE THE PURCHASE CONTRACT FOR 3387 WHITE PLACE AND APPROPRIATE \$320,000.00 FROM THE GENERAL FUND FOR SAID PURCHASE AND DECLARING AN EMERGENCY

WHEREAS, the City of Grove City has the ability to purchase Parcel Number 040-000623-00 located at 3387 White Place for Three Hundred and Nineteen Thousand Nine Hundred Dollars (\$319,900) as set forth in Exhibit "A"; and

WHEREAS, an appropriation to secure this purchase is necessary; and

WHEREAS, an emergency exists for the health, safety, and general welfare of the community in that the contract is contingent upon Council approval on or before August 20, 2024.

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

SECTION 1. Council hereby approves the purchase contract for the purchase of 3387 White Place attached as Exhibit A.

SECTION 2. There is hereby appropriated \$320,000.00); from the unappropriated monies of the General Fund and appropriated to account #100120.571000 for the Current Expense of said purchase.

SECTION 3. For the reasons stated in the preamble, this ordinance is declared an emergency measure and shall therefore go into immediate effect.

Christine A. Houk, 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



BUYER-GOVERNMENT and RELATED FORMS PACKET

Saxton Real Estate

3703 Broadway, Grove City, OH 43123

Telephone: 614-875-2327

www.saxtonrealestate.com

Forms:

- Consumer Guide to Agency
- Buyer Broker Agreement
- Agency Disclosure Agreement
- Dual Agency
- Purchase Contract
- Buyers Checklist
- Sale and Mortgage Progression
- Home Inspection
- Residential Property Disclosure Form
- Lead Base Paint Facts
- Lead Base Paint Disclosure Form
- Buyer's Request to Remedy
- Home Warranty Information
- Local Utility Companies Contact Information

Buyers acknowledge by their signatures below that they have reviewed the Government and Related Forms Packet and all applicable Documents.

Saxton Real Estate wants you to be an informed consumer and is therefore providing you with this packet of pertinent documents and forms.

Buyer agrees to pay, at closing, a fee of \$125.00 for the administrative services provided to the consumer with regard to this transaction.

Buyer		Date	_____
Buyer		Date	_____



AGENCY DISCLOSURE STATEMENT

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 3387 White Pl, Grove City, OH 43123
Buyer(s): City of Grove City by Charles W. Boso Jr.
Seller(s): Ralph Gabbert and Deborah Henson

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____.
AGENT(S) BROKERAGE
The seller will be represented by _____, and _____.
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage Saxton Real Estate represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Linda Clagg and real estate brokerage Saxton Real Estate will

- ☒ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- ☐ represent only the (check one) ☐ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT DATE

BUYER/TENANT DATE

SELLER/LANDLORD DATE

SELLER/LANDLORD DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to: attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



CONSUMER GUIDE TO AGENCY RELATIONSHIP

We are pleased you have selected Saxton Real Estate to help you with your real estate needs. Whether you are selling, buying, or leasing real estate, Saxton Real Estate can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent the interests. As the seller's agent, Saxton Real Estate and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. Saxton Real Estate does not act as a sub agent and will not offer sub-agency in representing sellers.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. Saxton Real Estate and the agent that agrees to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent who represents the seller also represents the buyer. This is referred to as dual agency. When Saxton Real Estate and its agents become "dual agents", they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client or disclose any confidential information to the other party without written consent.

Representing Both the Buyer and Seller

On occasion, the buyer and seller will each be represented by two different agents from Saxton Real Estate. In this case the agents continue to represent the best interest of each of their respective clients. Additionally, Saxton Real Estate and its management level licensees will be considered dual agents. As a dual agent Saxton Real Estate and its managers will maintain a neutral position and cannot advocate for the position of one client over another. Saxton Real Estate will also protect the confidential information of both parties.

Working With Saxton Real Estate

Saxton Real Estate does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent with Saxton Real Estate. If this occurs each agent will represent their own client, but Saxton Real Estate and its managers will act as dual agents.

This means Saxton Real Estate and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Saxton Real Estate will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, that agent and Saxton Real Estate will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however,



disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties Saxton Real Estate has listed. In that instance Saxton Real Estate will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When Saxton Real Estate lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Saxton Real Estate does reserve the right, in some instances, to vary the compensation it offers to other brokerages. This means that Saxton Real Estate and its agents will make its listings available to other brokerages to show, provide information that is not confidential, and present all offers written by other brokerages in a timely and objective manner. As a seller, you should understand that just because Saxton Real Estate shares a fee with the brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and Saxton Real Estate will be representing your interests. When acting as a buyer's agent, Saxton Real Estate also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

We hope you find this information to be helpful to you as you being your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Fair Housing Statement

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, 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, 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. (Also military status as defined in Section 4112.01.)



Date: 07/19/2024

I have received from (Agent) Linda Clagg of Saxton Real Estate the Consumer Guide to Agency Relationships.

Client

Client

This document has been prepared by the Columbus REALTORS® and the Columbus Bar Association and is for the exclusive use of their REALTOR® members only.
Columbus REALTORS® and the Columbus Bar Association © Copyright 2005.

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".



REAL ESTATE PURCHASE CONTRACT



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

Date: 07/19/2024

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). 040000623 and further described as:

3 Bedroom 1 Bath Ranch home MLS# 224023419 AKA 3387 White Place Grove City, Ohio 43123

1. Purchase price shall be \$319,900.00 (Three Hundred Nineteen Thousand and Nine Hundred Dollars)

1.1 Additional Terms and Conditions:

- 1. This offer is contingent upon the approval of The City of Grove City at the meeting on August 20, 2024**
- 2. The seller is entitled to stay there for 4 months after closing rent free. to find suitable housing.**

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 _____ 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 or otherwise valued 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 5 calendar days after Buyer receives a copy of the appraisal or other documentation evidencing the lender's determination of value. The notice shall be signed by the Buyer and accompanied with the appraisal or other documentation evidencing the lender's determination of value. Upon delivery, the earnest money deposit shall be returned to the Buyer, pursuant to paragraph 12. **Failure of the Buyer to deliver the written notice of termination within 5 calendar days following Buyer's receipt of the appraisal constitutes a waiver of Buyer's right to terminate, pursuant to this provision.**

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. The proration shall be based upon the most recent available tax rates, assessments and valuations as reflected in the current tax duplicate certified by the County Treasurer. Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the amounts prorated at closing. In any event, all prorations agreed to by the parties at closing shall be final.

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
- Water heater
- 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:

Dish washer, microwave, gas range and refrigerator

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 Broker further recommends that inspections and tests be performed by a home inspector duly licensed by the State of Ohio, or, with respect to specific components or conditions, be performed by a qualified person who is exempt from home inspector licensure requirements pursuant to Ohio Revised Code section 4764.03. To verify whether a home inspector is licensed in the State of Ohio, go to: <http://elicense3.com.ohio.gov/lookup/licenselookup.aspx>.**

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.

6.5 Condominium or Homeowners' Association Document Provision:

6.5 (a) If the premises is a condominium unit governed by a Condominium Association, or is located within a community governed by a Homeowners' Association, Seller shall provide Buyer with the following information and documents within 5 calendar days after the date of acceptance of the contract by both parties:

- Condominium Declaration and/or Deed Restrictions, and Bylaws of the owners' association (condominium or homeowners'), including all amendments to the Declaration or Deed Restrictions except amendments that only increase the number of units or homes subject to the Declaration or Deed Restrictions;
- Condominium Board / Management Company Contact: Name, phone number, email;
- Contact information for any other mandatory membership association if applicable: Name, phone number, email;
- A statement from the association regarding this home/unit, confirming when the next (assessment) payment is due, the amount of such payment, the amount of any pending special assessment(s), and that the account is current;
- Association Initiation Fee, Reserve Contribution, and Association Transfer Fee;
- Minutes from the last 3 meetings of the directors or trustees of the owners' association;
- Minutes from the last meeting of members of the owners' association;
- Most recent version of unrecorded Rules and Regulations;
- Current Financial Statement showing the nature of the association's assets, including:
 1. Most current balance sheets, income and expense statements, and budget; and
 2. Copy of the most recent reserve study.

6.5(b) Review Period: Buyer's obligations are contingent upon satisfactory review of the documents provided pursuant to paragraph 6.5(a). Buyer shall have 5 calendar days after receipt of the last delivered documents, or 10 calendar days after the date of acceptance of the contract by both parties, whichever shall first occur, in which to review the documents. If Buyer is not provided some or all of the requested documents or is not satisfied with any of the requested documents within the stated time period for Buyer review, Buyer, as Buyer's sole remedy, may deliver a written notice of termination to Seller, and the earnest money shall be returned to Buyer pursuant to paragraph 12. **Buyer's failure to deliver the written notice of termination within 5 calendar days following Buyer's receipt of the requested documents, or 10 calendar days after the acceptance of the contract by both parties, whichever shall first occur, constitutes a waiver of Buyer's right to terminate pursuant to this provision.** This provision does not limit Buyer's right to object to matters set forth on the title commitment pursuant to paragraph 9.3 herein.

7. Warranties:

7.1 Home Warranty or Protection Plan: The Seller, at a cost not to exceed \$ _____, plus applicable sales tax 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.

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, 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 At closings for condominium properties or properties subject to a homeowners' association, Buyer shall pay all initial reserves and/or capital contributions that are charged by any owner's association (condominium or otherwise), or civic association in connection with the sale or transfer of the premises, as well as any fee associated with lender-required document costs. Seller shall pay all other fees that are charged in connection with the sale or transfer of the premises, including without limitation all transfer, processing, expediting, delivery, statement or management company fees.

11. Damage or Destruction of Premises:

NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OF 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 Saxton Real Estate, 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 terminates this contract pursuant to any of its applicable provisions, 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 is to be disbursed as follows:

- (a) The transaction closes and the Broker:
 - i) disburses the earnest money deposited hereunder to the Buyer; or
 - ii) disburses the earnest money deposited hereunder to the closing or escrow agent to be applied to the purchase price; or
 - iii) retains the earnest money deposited hereunder and credits it toward commission owed to the brokerage.
- (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. For the purposes of this provision, "contract documents" do not include voice mail, email messages, or text 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, text, or hand delivery.

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

13.7 Foreign Investments in Real Property Tax Act ("FIRPTA"). If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S federal tax identification number on all filings. Seller and Buyer agree to execute and deliver any document reasonably necessary to comply with FIRPTA requirements.

NOTE: Buyer and Seller are advised to determine whether Seller is a "foreign person" as defined by FIRPTA as soon as possible.

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 09/03/2024 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 2 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 01/03/2025.
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 07/20/2024 2:00 PM.

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

Signature: _____
Print Name: **City of Grove City by Charles W. Boso Jr.**
Date Signed: _____

Signature: _____
Print Name: _____
Date Signed: _____
Address: _____

Phone #: _____
Deed to: _____

Attorney: _____
Ofc. #: _____
Fax #: _____
Email: _____

Brokerage: **Saxton Real Estate**
Brokerage License #: **201285**
MLS Office ID #: **7940**
Ofc. #: **614-875-2327**
Fax #: **614-875-9670**
Address: **3703 Broadway**
Grove City, OH 43123

Agent: **Linda Clagg**
Agent License #: **445120**
Phone #: **614-783-8129**
Alternate Phone #: **614-875-2327**
Fax #: **614-875-9670**
Email: **linda.clagg1947@gmail.com**

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

Signature: _____
Print Name: **Ralph Gabbert**
Date Signed: _____

Signature: _____
Print Name: **Deborah Henson**
Date Signed: _____
Address: _____

Phone #: _____

Attorney: _____
Ofc. #: _____
Fax #: _____
Email: _____

Brokerage: **Saxton Real Estate**
Brokerage License #: **201285**
MLS Office ID #: **7940**
Ofc. #: **614-875-2327**
Fax #: **614-875-9670**
Address: **3703 Broadway St**
Grove City, OH 43123

Agent: **Linda Clagg**
Agent License #: **446120**
Phone #: **614-783-8129**
Alternate Phone #: **614-875-2327**
Fax #: _____
Email: **linda.clagg1947@gmail.com**

Receipt of Offer

Seller acknowledges receipt of the above Offer for review and consideration. This does not constitute acceptance of the offer.

Seller Signature _____ Date _____

Seller Signature _____ Date _____

Date: 07-17-24
Introduced By: Mr. Sigrist
Committee: Finance
Originated By: Mr. Boso
Approved: Mr. Sigrist
Emergency: 30 Days: X
Current Expense: _____

No.: C-29-24
1st Reading: 08/05/24
Public Notice: 08/06/24
2nd Reading: 08/19/24
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-29-24

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO CONVEY EXCESS PERSONAL PROPERTY THAT IS NO LONGER NEEDED FOR CITY BUSINESS

WHEREAS, the City has a 2020 Ford Explorer (VIN# 1FM5K8AW4LGC63424) that is no longer needed for City business; and

WHEREAS, the City has a 2019 Ford Explorer (VIN# 1FM5K8AR7KGB44565) that is no longer needed for City business; and

WHEREAS, the City has a 2020 Ford Explorer (VIN# 1FM5K8AW6LGC63425) that is no longer needed for City business; and

WHEREAS, the City has a 2007 Chevrolet Impala (VIN# 2G1WS55R879361736) that is no longer needed for City business; and

WHEREAS, the City has a 2013 Chevrolet pick-up with plow (VIN# 1GC0KVC4DZ306930) that is no longer needed for City business; and

WHEREAS, the City has a 2011 Ford F-250 with plow (VIN# 1FTBF2B67BEA79838) that is no longer needed for City business; and

WHEREAS, the vehicles will be used for public purposes by the recipient set forth below.

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

SECTION 1. Pursuant to Section 133.05(b), Council approves the donation of all the vehicles described above to the South-Western City School District for use and/or educational training programs at the South-Western Career Academy.

SECTION 2. The City Council hereby authorizes the City Administrator to take all necessary actions to convey, at no cost, the vehicles described above.

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

Christine A. Houk, 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
COUNCIL MINUTES

July 15, 2024

Regular Meeting

The regular meeting of Council was called to order by President Houk at 7:00 p.m. in City Hall, 4035 Broadway.

Roll was called and the following members were present:

Jodi Burroughs, Mark Sigrist, Christine Houk, Ted Berry, Rodney Dew

1. Ms. Houk moved to excuse Ms. Anderson; seconded by Mr. Sigrist.

Ms. Burroughs	Yes
Mr. Sigrist	Yes
Ms. Houk	Yes
Mr. Holt	Yes
Mr. Berry	Yes
Mr. Dew	Yes

2. Ms. Houk moved to approve the minutes of the 7/01 and 7/08 meetings and approve as written; seconded by Mr. Dew.

Mr. Sigrist	Yes
Ms. Houk	Yes
Mr. Holt	Yes
Mr. Berry	Yes
Mr. Dew	Yes
Ms. Burroughs	Yes

3. The Chair recognized Mayor Stage who administered the Oath of Office to Shannon Hamons as Director of Service and Kimberly Hettinger, Human Resources Division Chief. He then presented a Proclamation recognizing July as Parks & Recreation month.

Accolades were given by three residents:

Ms. Nancy Balthazer shared her story about the Evans Senior Center and how important it is to her well-being. She said it keeps her from being isolated and grows her world.

Ms. Sandy Rader said the Evans Senior Center saved her life after moving here from West Virginia and giving her a welcoming place to find friends. She said the staff is wonderful.

Ms. Shancy Clifton praised the P.A.R.K.S. program. She said they have used the program for 20 years and it is a gift to have in the community with such great staff and facilities.

4. The Chair read the agenda items and they were approved by unanimous consent.

The Chair recognized Ms. Burroughs, Chair of Lands, for discussion and voting under said Committee.

1. Ordinance C-27-24 (Amend the Zoning Text for a 15.831+ acre parcel located north of Hibbs Road, as adopted by Ord. C-05-01) was given its first reading. Second reading and public hearing will be held on 08/19/24.

2. Resolution CR-25-24 (Approve the Development Plan for the Harris Property located north of State Route 665 and west of Berror Road) was given its reading and at the request of the petitioner, Ms. Burroughs moved it be postponed to 8/19/24; seconded by Ms. Houk.

Ms. Houk	Yes
Mr. Holt	Yes
Mr. Berry	Yes
Mr. Dew	Yes
Ms. Burroughs	Yes
Mr. Sigrist	Yes

The Chair asked that any new business to be brought before the attention of Council be done so at this time.

The Chair recognized members of Administration and Council for closing comments.

1. Mayor Stage shared that he will have a resolution for Council's consideration concerning support for the Ohio Commission's 250th Anniversary efforts.
2. After closing comments from Council and Administrative staff members, a motion to adjourn was approved by unanimous consent.

Adjourned at 7:27 p.m.

Tami K. Kelly, MMC
Clerk of Council

Christine Houk
President of Council