

GROVE CITY, OHIO COUNCIL  
LEGISLATIVE AGENDA

*Nov.18, 2013*

*6:00 Cap. Improve. & Caucus*

*7:00 – Reg. Meet.*

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PRESENTATION:

FINANCE: Mr. Bennett

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| <u>Ordinance C-31-13</u> | Approve and Authorize the City Administrator to Execute the Joint Economic Development District Contract between Scioto Township, The City of Grove City and the Village of Commercial Point, and Authorizing the City Administrator and other City Officials to execute documents necessary for the Creation of the Joint Economic Development District. Second reading and public hearing. |
| <u>Ordinance C-73-13</u> | Authorize the City Administrator to enter into a Lease Agreement with the Southwest Public Library for the Current Library site. Second reading and public hearing.                                                                                                                                                                                                                          |
| <u>Ordinance C-74-13</u> | Authorize the City Administrator to enter into a Lease/Purchase Agreement with Southwest Public Library for the Future Library site. Second reading and public hearing.                                                                                                                                                                                                                      |
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SERVICE: Ms. Albright

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| <u>Ordinance C-75-13</u> | Enact and Adopt a Supplement to the Grove City Codified Ordinances and declare an emergency. |
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LANDS: Ms. Klemack-McGraw

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| <u>Ordinance C-76-13</u>   | Approve the Plat for Meadow Grove Estates, Section 3, Part 1. First reading.                                                                                                                       |
| <u>Ordinance C-77-13</u>   | Approve the Plat for Meadow Grove Estates, Section 4, Phase A. First reading.                                                                                                                      |
| <u>Resolution CR-52-13</u> | Approve the Development Plan for Marriott Courtyard located North of Buckeye Place and West of Parkway Center Drive.                                                                               |
| <u>Resolution CR-53-13</u> | Set forth, as required by Section 709.031 of the Ohio Revised Code, the Municipal Services that can be furnished to 1.010 acres located at 2402 & 2388 White Road upon its annexation to the City. |
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ON FILE: Minutes of Nov. 04, Regular Council Meetings

Nov. 05 Minutes of Plan. Comm.

Date: 05/15/13  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mr. Smith  
Approved: Mr. Boso  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No.: C-31-13  
1st Reading: 05/20/13  
Public Notice: 05/22/13  
2nd Reading: 06/03/13  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

*Postponed  
to 7/15  
9/16  
11/18*

## ORDINANCE C-31-13

AN ORDINANCE APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BETWEEN SCIOTO TOWNSHIP, PICKAWAY COUNTY, OHIO, THE CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO, AND THE VILLAGE OF COMMERCIAL POINT, PICKAWAY COUNTY, OHIO AND AUTHORIZING THE CITY ADMINISTRATOR AND OTHER CITY OFFICIALS TO EXECUTE DOCUMENTS NECESSARY FOR THE CREATION OF THE JOINT ECONOMIC DEVELOPMENT DISTRICT

WHEREAS, the City of Grove City, Scioto Township and the Village of Commercial Point desire to create the Scioto Township Joint Economic Development District for the purpose of facilitating economic development, creating jobs and employment opportunities, and improving the economic welfare of the people of the City, the Township, the Village, and the State of Ohio; and

WHEREAS, in accordance with Ohio Revised Code §§ 715.72 through 715.81 (the "JEDD Statutes"), the City, the Township, and the Village have negotiated a Joint Economic Development District contract, creating the District; and

WHEREAS, a copy of the Contract is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, pursuant to the JEDD Statutes, this Council published notice of the time and place of a public hearing regarding the Contract and the District at least thirty (30) days prior to the date of the public hearing; and

WHEREAS, since publication of that notice, there has been on file with the Clerk of Council the following documents: (1) a copy of the proposed Contract; (2) a description of the area or areas to be included in the District, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas; (3) an economic development plan for the District with a schedule for the new expanded, or additional services, facilities, or improvements prescribed in Ohio Revised Code § 715.74(A), and (4) a schedule for the collection of an income tax levied under Ohio Revised Code § 715.74(C); and

WHEREAS, this Council held the public hearing regarding the Contract and the District; and

WHEREAS, such hearing permitted public comment and recommendations on the Contract and the District; and

WHEREAS, a copy of the Contract has been delivered to the Franklin County Board of Commissioners and the Pickaway County Board of Commissioners.

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

SECTION 1. This Council finds and determines that the creation of the District pursuant to the Contract will facilitate economic development, will create and preserve jobs and employment opportunities, and will improve the economic welfare of the residents of the City, the Township, and the Village. This Council approves and ratifies the economic development plan now on file with the Clerk of Council.

SECTION 2. This Council hereby approves the attached Contract and authorizes the City Administrator to enter into the attached Contract. The Council finds and determines that the form of the Contract now on file with the Clerk of Council has not materially changed from the form that was on file with the Clerk of Council since the publication of the public hearing notice regarding the Contract and the District. Upon execution of the Contract by the City Administrator, the Clerk of Council is hereby authorized and directed to deliver the Contract, with any changes that are not materially adverse to the interest of the City, consistent with this Ordinance, and approved by the City Administrator. The City Administrator's execution and the Clerk of Council's delivery of the Contract shall be conclusive evidence that the City approved any changes in the Contract and any such changes are not materially adverse to the interests of the City.

SECTION 3. This Council hereby finds and determines that the City has not entered into a separate contract for utility services with the Township or the Village.

SECTION 4. This Council hereby finds and determines that the City's approval, execution and delivery of the Contract is done freely and without duress or coercion.

SECTION 5. The City Administrator, the Clerk of Council, and other appropriate officers of the City are authorized and directed to, jointly with the Township and the Village, file with the Franklin County Board of Commissioners and the Pickaway County Board of Commissioners the documents prescribed in the JEDD Statutes. The City Administrator, the Clerk of Council, and other appropriate officers of the City are authorized to execute and deliver such instruments and certificates necessary to create the District.

SECTION 6. This ordinance shall take effect at the earliest opportunity allowed by law.

\_\_\_\_\_  
Ted A. Berry, 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

**JOINT ECONOMIC  
DEVELOPMENT DISTRICT  
CONTRACT**

By and Among

**TOWNSHIP OF SCIOTO  
and  
CITY OF GROVE CITY  
and  
VILLAGE OF COMMERCIAL POINT**

Dated as of  
\_\_\_\_\_, 2013

**JOINT ECONOMIC DEVELOPMENT  
DISTRICT CONTRACT**

This Joint Economic Development District Contract (the “Contract”) is made and entered into as of \_\_\_\_\_, 2013, by and among the Township of Scioto located in the County of Pickaway, Ohio (the “Township”), the City of Grove City, Ohio (the “City”) and the Village of Commercial Point, Ohio (the “Village”). The Township, City and Village are hereinafter collectively referred to as the “JEDD Parties” and individually a “JEDD Party”, in accordance with the terms and provisions set forth herein.

**RECITALS**

A. The JEDD Parties desire to create a joint economic development district pursuant to Ohio Revised Code Sections 715.72 through 718.81 (the “JEDD Statutes”) to facilitate economic development, to create jobs and employment opportunities and to improve the economic welfare of the people of the Township, the City, the Village and the State of Ohio.

B. In accordance with Ohio Revised Code Section 715.72(C)(1), the territory of each of the JEDD Parties is contiguous to the territory of at least one other JEDD Party, or contiguous to the territory of a township or municipal corporation that is contiguous to a JEDD Party.

C. The legislative authorities of the JEDD Parties have each approved, authorized and directed the JEDD Parties to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. \_\_\_\_\_, enacted by the City Council of the City on \_\_\_\_\_, 2013, and Ordinance No. \_\_\_\_\_, enacted by the Village Council of the Village on \_\_\_\_\_, 2013, and Resolution No. \_\_\_\_\_, adopted by the Board of Trustees of the Township on \_\_\_\_\_, 2013.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the Township, the City and the Village agree as follows:

Section 1. Creation of District. The Township, the City and the Village hereby create a joint economic development district in accordance with the terms and provisions of this Contract. The joint economic development district created by this Contract shall, initially, encompass the territory described in Exhibit A attached to this Contract, shall be known as the “Scioto Township Joint Economic Development District”, and shall hereinafter be referred to as the “District.”

Section 2. Term. The initial term of this Contract shall commence on the first day immediately after the occurrence of all of the following: (i) the Township’s, the City’s and the Village’s execution of this Contract, (ii) the expiration of any statutory period permitting a referendum of the Township’s resolution or the City’s ordinance or the Village’s ordinance authorizing the execution and delivery of this Contract, and (iii) either the adoption of a resolution of the Board of County Commissioners of Pickaway County approving the creation of the District pursuant to Ohio Revised Code Section 715.77(A)(2) or the deemed approval of that creation of the District by the Board of County Commissioners of Pickaway County pursuant to Ohio Revised Code Section 715.77(A)(3). Such date is hereinafter referred to as the “Effective Date.” The initial term of this Contract shall terminate December 31, 2063, unless otherwise terminated prior to that date as hereinafter provided. Any renewals of this Contract shall only occur upon the written mutual agreement of the JEDD Parties. Under no circumstance shall this Contract be effective prior to the 31<sup>st</sup> day after its approval.

This Contract may be terminated at any time by mutual consent of the Township, the City and the Village. In order for such termination to be effective, the legislative actions of the

Township, the City and the Village providing for that termination must occur and be effective within a 90 day period.

Unless the Township, City and Village mutually agree otherwise in writing, this Contract shall automatically terminate if the Board of Directors of the District (the "Board") has not enacted the income tax authorized by Section 6 (the "District Income Tax") within 120 days after the initial meeting of the Board.

This Contract may also be terminated by the Township, the City or the Village if it is determined in a "Terminable Final Judgment" (as defined below) that the District Income Tax is not legal or valid or that the District may not levy, collect or distribute the proceeds of the District Income Tax in accordance with this Contract.

A "Terminable Final Judgment" means a judgment by a court of competent jurisdiction for which either (i) the period of time permitted for an appeal of that judgment has expired without an appeal, or (ii) no further appeal is permitted.

If the Township, the City or the Village elects to terminate this Contract as the result of a Terminable Final Judgment, the terminating entity must deliver written notice of the termination to the other entities and the Board. The effective date of such termination shall be not less than 180 days after the receipt of the notice by the other JEDD Parties and the Board.

Upon termination of this Contract, any property and assets of the District shall be used to reduce or settle any obligations of the District, and any remaining real or other personal property and assets shall be distributed to the Township. Upon termination of the Contract, any records or documents of the District shall be placed with the Township for safekeeping, which records and documents shall be maintained by the Township as are public records of the Township.

This Contract shall continue in existence throughout its term and shall be binding on the Township, the City and the Village and on any successors thereof, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation by annexation, merger or otherwise, the Township, the City and the Village may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to or as a substitute for the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the District Income Tax.

Section 3. Provision of Services to the District.

(a) The Township shall provide, or cause to be provided, the same services that the Township provides for similarly situated properties included in the Township outside of the District. The Township will also provide accommodation for meetings of the Board, maintenance of the records of the District and any necessary staffing for the Board.

(b) The City shall provide, or cause to be provided, all services necessary for the administration, collection and enforcement of the District Income Tax pursuant to the Tax Agreement (as hereinafter defined). The City will also engage in economic development activities which serve to complement and benefit potential economic development areas located in, adjacent to and/or around the District as determined in the sole discretion of the City. The City is not expected or required to undertake any promotional activity to the detriment of development areas located within the boundaries of the City.

(c) The Village shall provide, or cause to be provided, supplemental police response to the District upon the request of the Pickaway County Sheriff; subject, however, to availability

and manpower as determined in the sole discretion of the Village. The Village will also engage in economic development activities which serve to complement and benefit potential economic development areas located in, adjacent to and/or around the District as determined in the sole discretion of the Village. The Village is not expected or required to undertake any promotional activity to the detriment of development areas located within the boundaries of the Village.

Section 4. Board of Directors. The Township, City and Village hereby establish the Board to govern the District in accordance with Ohio Revised Code Section 715.78(A). The Board shall initially consist of the following three members:

- (a) one member representing the City and Village;
- (b) one member representing the Township; and
- (c) one member selected by the above-described other members.

The Board of Trustees of the Township shall appoint the members described in (a) and (b) above. The Board of Trustees shall also appoint such other member(s) to the Board of Directors as may be permitted by applicable law.

The terms of service of each member of the Board shall be established in accordance with Ohio Revised Code Section 715.78(A). A member of the Board may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board. The member of the Board described in (c), above, shall serve as Chairperson of the Board. Each Board member shall attend all meetings of the Board unless excused by action of a majority of the other members. A Board member who is absent without being excused for three (3) consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be

appointed in the same manner as set forth above to serve as successor for the unexpired term of such member.

A member of the Board may be removed by the appointing entity at any time for “cause”, which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; or willfully performing any act forbidden by law with respect to his or her office; or failing to fulfill the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; or engaging in conduct unbecoming of such office. Removal shall be effective upon receipt of written notice of removal and the reasons therefore by the Board member being removed.

The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (together with the Chairperson, the “Officers”) from among its members: a Vice Chair and a Secretary and a Treasurer, provided that the Secretary and Treasurer may be the same person. Such Officers shall be elected at the first meeting of the Board every year for a one-year term. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board.

Section 5. Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board, provided that the first meeting of the Board shall occur within 90 days of the Effective Date. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of the Township or at other locations within the Township as determined by the Board. The principal office and

mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board may maintain an office within the Township. If the Board consists of three members, a minimum of two members shall constitute a quorum for Board meeting purposes. If the Board consists of five members, a minimum of three members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. In the case of a three member Board, a resolution must receive the affirmative vote of at least two members of the Board to be adopted. In the case of a five member Board, a resolution must receive the affirmative vote of at least three members of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution.

The Board may adopt by-laws for the regulation of its affairs and the conduct of its business consistent with this Contract.

The Chairperson shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chairperson or any two other members of the Board may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business.

The Vice Chairperson shall act as Chairperson in the temporary absence of the Chairperson.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board. The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or

providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

The Board shall adopt an annual budget for the District. The fiscal year of the District shall be the same as the fiscal year of the Township (which is currently January 1 through December 31). The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District.

The Board, on behalf of the District, shall maintain a system of accounting established and administered in accordance with generally accepted accounting principles applicable to government entities and consistently applied, in such form as required by the State of Ohio. The Board shall furnish to the Grove City Director of Finance and to representatives of the Township and Village as soon as available and in any event within 75 days after the end of each fiscal year the following reports:

(A) A financial report for the fiscal year then ended, together with all notes thereto, fairly presenting the financial condition and results of operations of the District for the periods covered.

(B) Copies of any State mandated audits received by the Board on behalf of the District.

It is expressly understood that the Board shall provide such items to the Grove City Director of Finance and to representatives of the Township and Village in a timely manner. In addition, the Board shall provide the Grove City Finance Department and City Finance Director

and to representatives of the Township and Village such other information as they reasonably request.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract.

The Board, on behalf of the District, may:

(1) purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;

(2) acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;

(3) make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;

(4) apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;

(5) establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through a JEDD Party;

(6) promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the JEDD Parties, the County and the State;

(7) make and enter into all contracts and agreements and authorize one or more Officers to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;

(8) employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof, which shall be payable from any available funds of the District;

(9) receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants, aid or contributions are made; and

(10) purchase fire and extended coverage and liability insurance for any District facility and for the office of the District and such other insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations, and any other insurance that the Board may determine to be reasonably necessary.

The Board may enter into an agreement with the Township for the Township to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the District. The Township, the City and the Village shall not be the employer of the employees of the District and shall not have any liability for any costs of employment or any other costs or expenses arising from such employment. The Board may provide by resolution that the purchases of real or personal property and other goods or services shall comply with applicable rules or regulations of the Township.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

Section 6. Levy of District Income Tax. The Board is hereby authorized to levy an income tax in the District in accordance with Ohio Revised Code Section 715.74 (the "District Income Tax"). The Board shall enact the District Income Tax authorized by this Section at or within 120 days after the initial meeting of the Board. The rate of the District Income Tax shall be equal to the rate of the municipal income tax levied by the City and shall change from time to time to remain equal to the rate of the municipal income tax levied by the City. The Board and/or the JEDD Parties shall take all actions necessary in order to effectuate such change(s). The revenues of the District Income Tax shall be used for the purposes of the District and the JEDD Parties pursuant to this Contract. The resolution of the Board levying the District Income Tax shall provide that the District Income Tax shall be effective as soon as legally permissible but in any event no later than 95 days after the adoption of that resolution. The provisions of the District Income Tax shall be similar to the provisions of the City's municipal income tax and

acceptable to the City Director of Finance. The District Income Tax shall apply in the entire District throughout the term of this Contract notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation.

Section 7. Administration of District Income Tax. In accordance with Ohio Revised Code Section 715.74 of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the District Income Tax on behalf of the District (the "Tax Agreement"). The Tax Agreement shall provide that the City Director of Finance shall be the Administrator of the District Income Tax (the "Administrator"), who shall be responsible for the receipt and safekeeping of the District Income Tax. The Tax Agreement shall also provide that the Administrator shall make an annual report to the Township, Village and Board regarding the receipt and distribution of the District Income Tax. The Tax Agreement shall also provide for the payment of a fee by the District to the City in accordance with the formula contained therein, which formula shall be not less favorable than the formula contained in any other Tax Agreement between the City and any other JEDD district and annually shall not exceed the amount charged to the City by the Regional Income Tax Authority ("RITA") for the administration, collection and enforcement of the City's municipal income tax levied within the corporate limits (which rate is currently 2.25%). The purpose of this fee is to reimburse the City for the actual costs incurred by the City in administering, collecting and enforcing the District Income Tax on behalf of the District.

Section 8. Distribution of District Income Tax. On the first business day of each quarter, the Administrator shall provide the District with an amount sufficient for the long-term maintenance of the District and to pay the outstanding or expected expenses of the operation of the District for that quarter (excluding the expense of administering the District Income Tax

pursuant to the Tax Agreement which amount shall be paid first from the District Income Tax revenues in accordance with the Tax Agreement) in accordance with the budget and the appropriations resolution (as amended from time to time) of the Board, which amount annually shall not exceed two percent (2%) of the estimated District Income Tax revenues for that calendar year. The cost of state mandated audits of the District shall first be paid from sums allocated to the District and, if insufficient, from the District Income Tax revenue. In addition, a JEDD Party may, at its option, contribute additional funds to the District to be used for District purposes. The proceeds of the District Income Tax (including all investment earnings on such proceeds and minus any refunds to taxpayers) in excess of those provided to the District (and those paid as a reimbursement to the City under the Tax Agreement or pursuant to Section 10, hereof) shall be paid or credited by the Administrator to the JEDD Parties without need of further action by the Treasurer or the Board as follows:

On the 10<sup>th</sup> business day of each quarter, the Administrator shall allocate the remaining amount of the District Income Tax then on deposit with the Administrator into three (3) parts to be distributed to the JEDD Parties as follows:

- (a) To the City, an amount equal to 10 percent (10%) of the remaining amount. That amount may be used by the City for any lawful purpose;
- (b) To the Township, an amount equal to eighty-nine percent (89%) of the remaining amount. That amount may be used by the Township for any lawful purpose; and
- (c) To the Village, an amount equal to one percent (1%) of the remaining amount. That amount may be used by the Village for any lawful purpose.

Section 9. Annexation; Zoning; Other Revenues. During the initial term of this Contract and any renewal thereof, the City and Village agree that they will not encourage, petition for, assist with or support the annexation of all or any portion of the District to any municipal corporation; provided, however, that if requested by the Township, the City and the Village may encourage, petition for or support the annexation of all or any portion of the District to a municipal corporation. Although the City and Village are not prohibited from taking those actions specifically required by applicable Ohio law in connection with the processing of an annexation petition for all or any portion of the District, the City and Village agree that, so long as this Contract remains in effect and unless the Township agrees otherwise, the City and Village shall not accept any annexation petitions for any property located in the District.

The Township shall retain and administer all planning, zoning and land use authority affecting all portions of the District that are not within the corporate limits of a municipal corporation.

Except as set forth in Sections 6, 7 and 8 as to the District Income Tax to be levied in the District, the Township shall retain all of its interest in all other tax revenues generated in the territory in the District, including, but not limited to, real estate, personal property, estate taxes, motel taxes and service levies. Pursuant to Ohio Revised Code Section 715.81, no JEDD Party shall grant any tax exemption or abatement for any property in the District without the express written consent of the other JEDD Party. The Parties hereby agree that Tax Increment Financing pursuant to Ohio Revised Code Chapter 5709 is not a tax exemption or abatement pursuant to Ohio Revised Code Section 715.81. The City and Village agree that the Township shall have the right, in its sole and absolute discretion, to grant Tax Increment Financing within the District for any purpose permitted by Ohio Revised Code Chapter 5709. The City and the Village consent to

the use of Tax Increment Financing by the Township and agree that no further consent is required from the City or Village, and the consent of the City and Village are effective even in the event it is determined that Tax Increment Financing does come within the concept of a tax exemption or tax abatement as those terms are used in Ohio Revised Code Section 715.81. The Township shall also have the right to issue and reissue levies within all areas of Scioto Township, including the territory in the District, for any purpose permissible under law.

Section 10. Reimbursement for Engineering and Surveying Costs. The engineering and surveying expenses and fees which were incurred by the Township in preparing both a description of the District and a map denoting the boundaries of the District shall be reimbursed from the District Income Tax revenues prior to any distributions to the JEDD Parties. If the District Income Tax revenues are insufficient at any time to pay such expenses and fees, the Township shall be reimbursed when such revenues are available for that reimbursement.

Section 11. Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The entity in default shall have 30 days after receiving written notice from a nondefaulting entity of the event of default to cure that default. If the default is not cured within that time period, the nondefaulting entity may sue the defaulting entity for specific performance under this Contract or for damages or both. Other than as provided in Section 2 hereof, this Contract may not be canceled or terminated because of a default unless the Township, the City and Village agree to such cancellation or termination.

Section 12. Amendments. This Contract may be amended at any time to add property to the District in the manner prescribed by the JEDD Statutes and by a written agreement by and among the Township, the City and the Village. This Contract may also be amended at any time

for any purpose other than adding property to the District by a written agreement by and between the Township, the City and the Village.

Section 13. Compliance with Ohio Revised Code Section 715.76. The Township agrees that it shall, on behalf of itself and the City and Village send any and all notices, and make all filings, required by Ohio Revised Code Section 715.76. The City and Village agree to cooperate with, and provide any necessary information and documents to, the Township necessary for the Township to give such notices and make such filings.

Section 14. Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the Board, the District, the Township, the City and the Village and their respective successors. This Contract shall not inure to the benefit of any person or entity other than the Board, the District, the Township, the City and the Village.

Section 15. Support of Contract. The Township, the City and the Village agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. The Township, City and Village shall support this Contract and shall defend the same against any lawsuits brought against the JEDD or the Board or the Township, City or Village in conjunction with the JEDD. The expenses and fees of the Board, the Township, City and Village, including reasonable attorney fees, incurred in any lawsuit brought against the JEDD or the Board or the Township, City or Village shall be paid or reimbursed from the District Income Tax revenues prior to any distributions to the JEDD Parties. If the District Income Tax revenues are insufficient at any time to pay such expenses and fees, then each of the JEDD Parties shall initially pay their own respective expenses and fees, and the JEDD Parties shall each be reimbursed for the amount of such expenses and fees paid by them when the District Income Tax revenues are available for that reimbursement.

Notwithstanding the foregoing and only to the extent not otherwise covered by insurance, if the District Income Tax revenues are insufficient at any time to pay the expenses and fees of the Board and/or Village incurred in the defense of a lawsuit brought by a third party within one (1) year of the Effective Date which seeks to terminate or similarly challenge this Contract, the Township shall undertake the defense on behalf of the Board and/or Village, and the Township shall be reimbursed for the amount of such expenses and fees paid by the Township when the District Income Tax revenues are available for that reimbursement. In the event of such litigation and for so long as the Township is undertaking the defense of the Village, the Township shall have the sole and unilateral authority to terminate the Contract without the consent of the other JEDD Parties; provided, however, that the Township shall provide the other JEDD Parties with thirty (30) days prior written notice of such termination. Moreover, the Township shall have the authority to control, compromise and/or settle such litigation on such terms as the Township deems satisfactory.

Section 16. Signing Other Documents. The Township, the City and the Village agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 17. Severability. Except as provided in Section 2 hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

(1) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part

thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

(2) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

(3) each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 18. Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State, and in particular the JEDD Statutes. In the event that the JEDD Statutes are amended or are supplemented by the enactment of a new section(s) of the Revised Code relating to Joint Economic Development Districts, the JEDD Parties may agree at the time to follow either the provisions of the JEDD Statutes existing on the date of this Contract or the provisions of the JEDD Statutes as amended or supplemented, to the extent permitted by law.

Section 19. Notices. All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other entity at the address set forth in this Contract or any addendum to or counterpart of this Contract, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Contract, notices shall be addressed to:

The Township at:

Scioto Township Board of Trustees  
6752 SR 762  
P.O. Box 40  
Commercial Point, Ohio 43116

With a copy simultaneously sent or delivered to:

Donald F. Brosius  
Loveland & Brosius, LLC  
Attorneys at Law  
50 West Broad Street, Suite 3300  
Columbus, Ohio 43215-5917

The City at:

City of Grove City  
Attn: City Administrator  
4035 Broadway  
Grove City, Ohio 43123

With a copy simultaneously sent or delivered to:

Stephen J. Smith, Jr.  
Ice Miller LLP  
250 West Street  
Columbus, Ohio 43215

The Village at:

Village of Commercial Point  
Attn: Village Administrator  
10 West Scioto Street  
Commercial Point, Ohio 43116

With a copy simultaneously sent or delivered to:

Michael D. Hess  
Attorney-at-Law  
214 South Court Street, Suite 200  
Circleville, Ohio 43113

Section 20. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 21. Counterparts. This Contact may be executed in multiple counterparts, each of which shall be regarded for all purposes an original; and such counterparts will constitute but one and the same instrument.

IN TESTIMONY WHEREOF, the Township, the City and the Village have caused this Contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

**THE CITY**

**Approved as to form:**

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

\_\_\_\_\_  
City Attorney

Title: City Administrator

**THE TOWNSHIP**

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

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

**THE VILLAGE**

**Approved as to form:**

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

\_\_\_\_\_  
Village Attorney

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

### **FISCAL OFFICER'S CERTIFICATE**

The undersigned, fiscal officer of the City, hereby certifies that the moneys required to meet the obligations of the City during the year 2013 under the Contract have been lawfully appropriated by the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: \_\_\_\_\_, 2013

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

### **FISCAL OFFICER'S CERTIFICATE**

The undersigned, fiscal officer of the Township, hereby certifies that the moneys required to meet the obligations of the Township during the year 2013 under the Contract have been lawfully appropriated by the Township for such purposes and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: \_\_\_\_\_, 2013

\_\_\_\_\_  
Township Fiscal Officer  
Township of Scioto, Ohio

### **FISCAL OFFICER'S CERTIFICATE**

The undersigned, fiscal officer of the Village, hereby certifies that the moneys required to meet the obligations of the Village during the year 2013 under the Contract have been lawfully appropriated by the Village for such purposes and are in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: \_\_\_\_\_, 2013

\_\_\_\_\_  
Auditor  
Village of Commercial Point, Ohio

## **EXHIBIT A**

### **Scioto Township Joint Economic Development District**

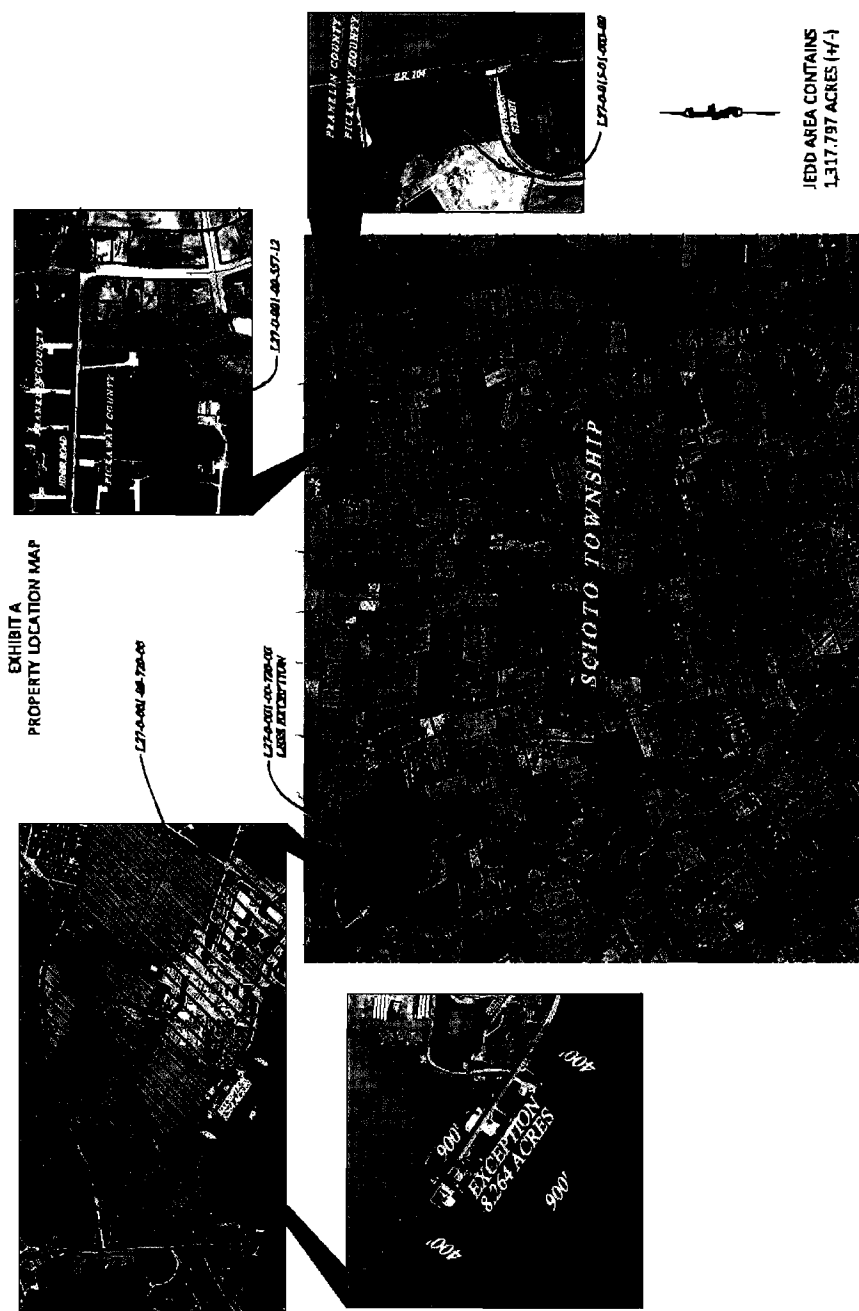
#### **Description of the District**

The Scioto Township Joint Economic Development District (the "JEDD") consists of three non-contiguous properties located within Scioto Township (Pickaway County), Ohio (the "Township"). The map attached as Exhibit A shows the location of the three properties. Those properties represent two complete parcels - Pickaway County, Ohio parcel numbers L27-0-015-01-003-00, L27-0-001-00-557-12 and a 1,316.209 acre portion of a third parcel Pickaway County, Ohio parcel number L27-0-001-00-720-00. The property description of the portion of parcel number L27-0-001-00-720-00 within the JEDD is also attached as Exhibit B.

Parcel number L27-0-015-01-003-00 is currently zoned as "General Commercial District" (GC).

Parcel number L27-0-001-00-557-12 is currently zoned as "Planned Unit Residential Development" (PURD).

Parcel number L27-0-001-00-720-00 is, for the most part, zoned as "Special Use District" (SU). However, a small portion of this parcel is zoned "Agricultural Estate District" (AG).



## **EXHIBIT B**

### **Description of 1,316.209 acre portion of Parcel Number L27-0-001-00-720-00**

Situated in the State of Ohio, County of Pickaway, Township of Scioto, Village of Orient, and being all of a tract currently known as Pickaway County Auditor's Permanent Parcel Number L27-0-001-00-720-00.

### **Less and excepting from the above described tract, the following described premises:**

Situated in the State of Ohio, County of Pickaway, Township of Scioto, Village of Orient, and being part of a tract currently known as Pickaway County Auditor's Permanent Parcel Number L27-0-001-00-720-00 and conveyed to Orient State Farm by deed of record in Deed Book 73, Page 353, Deed Book 76, page 73, Deed Book 76, Page 322, Deed Book 76, Page 445, Deed Book 76, Page 314, Deed Book 78, Page 212, Deed Book 79, Page 478, Deed Book 71, Page 185, Deed Book 71, Page 186, Deed Book 71, Page 187, Deed Book 71, Page 189 and Deed Book 101, Page 147, all records contained herein on file at the Recorder's Office, Pickaway County, Ohio.

Beginning for reference, at southwesterly corner of a tract conveyed to John S. Griffith by deed of record in Deed Volume 337, Page 532, said corner also being on the northerly line of said Orient State Farm tract, in State Route 762, as well as the southwest corner of the Village of Orient;

Thence, leaving the northerly line of and running across said Orient State Farm tract, along State Route 762, for the following ten (10) calls:

Thence, North 65°06'48" West, a distance of 59.59 feet to a point;

Thence, North 75°25'11" West, a distance of 224.58 feet to a point;

Thence, North 87°28'32" West, a distance of 202.66 feet to a point;

Thence, South 84°28'04" West, a distance of 679.04 feet to a point;

Thence, South 79°52'53" West, a distance of 254.06 feet to a point;

Thence, South 71°11'10" West, a distance of 276.80 feet to a point;

Thence, South 66°36'54" West, a distance of 337.36 feet to a point;

Thence, South 63°26'56" West, a distance of 432.70 feet to a point;

Thence, South 73°28'29" West, a distance of 198.77 feet to a point;

Thence, South 83°21'58" West, a distance of 165.98 feet to a point where an existing drive intersects with State Route 762;.

Thence, leaving said road and running within an existing drive for the following three (3) calls:

Thence, South 06°49'14" East, a distance of 296.84 feet to a point;

Thence, South 42°07'14" East, a distance of 944.41 feet to a point;

Thence, South 50°32'20" East, a distance of 181.90 feet to the ***True Point of Beginning*** of the exception described herein:

Thence, South 56°28'27" East, a distance of 900.00 feet, running within an existing drive to a point;

Thence, South 33°31'33" West, a distance of 400.00 feet, leaving said existing drive on a line perpendicular to said drive, to a point;

Thence, North 56°28'27" West, a distance of 900.00 feet, running parallel to said existing drive, to a point;

Thence, North 33°31'33" East, a distance of 400.00 feet, running perpendicular to said existing drive to the ***True Point of Beginning***, containing 8.264 acres.

Then herein describing a total of 1,316.209 acres

Date: 10/28/13  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mr. Smith  
Approved: Mr. Boso  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No.: C-73-13  
1st Reading: 11/04/13  
Public Notice: 11/07/13  
2nd Reading: 11/18/13  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-73-13

### AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE SOUTHWEST PUBLIC LIBRARY FOR THE CURRENT LIBRARY SITE

WHEREAS, Council enacted Ordinance C-28-13 that approved a Development Agreement for the Southwest Public Library for the development of a new Library in the Town Center; and

WHEREAS, as part of the Agreement, the Southwest Public Library will transfer the current library site to the City; and

WHEREAS, the Southwest Public Library will continue to occupy the current library site, under the terms of the Lease Agreement attached hereto, while the new library is being constructed in the Town Center; and

WHEREAS, because the lease agreement term exceeds twelve (12) months, it must be approved by Ordinance.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute a multi-year Lease Agreement with the Southwest Public Library for the current library site as set forth in Exhibit "A".

SECTION 2. While the general terms of the lease agreement have been finalized, City Council recognizes that additional changes may be necessary in order to finalize the Lease Agreement with the Southwest Public Library. Accordingly, the City Administrator is hereby authorized to make necessary changes so long as they do not materially affect the terms and conditions approved herein.

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

\_\_\_\_\_  
Ted A. Berry, President of Council

Passed:

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

Effective:

Attest:

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

I certify that this  
ordinance is correct as to form.

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

**C-73-13**  
**Exhibit "A"**  
**LEASE AGREEMENT**

THIS LEASE AGREEMENT (this "Lease") by and between **CITY OF GROVE CITY, OHIO**, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter ("Landlord") and **SOUTHWEST PUBLIC LIBRARY**, a school district public library organized and existing under Chapter 3375 of the Ohio Revised Code ("Tenant") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013. Landlord and Tenant, when referred to collectively herein, shall be the "Parties" hereto this Lease.

1. Fundamental Lease Provisions. The following is a summary of the fundamental lease provisions which are set forth in this Section 1 for reference.

1.1. Underlying Development Agreement: This Lease is entered into by the Parties pursuant to the terms of that certain Development Agreement entered into by Landlord and Tenant dated \_\_\_\_\_ ("Development Agreement"). The Parties agree that the Development Agreement, along with this Lease, shall govern the Parties' rights and responsibilities in connection with this Premises and with a new premises that, after this Lease expires, the Parties intend for Tenant's occupation, use, and eventual ownership pursuant to a separate lease/purchase agreement. The terms of the Development Agreement which relate to the lease of the Premises are hereby incorporated herein by reference, and in the event of a conflict between the terms of this Lease and the terms of the Development Agreement, the terms of the Development Agreement shall prevail

1.2. Effective Date of Lease: \_\_\_\_\_, 2013

1.3. Location and Description of Premises: 3359 Park Street, Grove City, Ohio, 43123, and more specifically described in Exhibit A attached hereto.

1.4. Address of Landlord:

1.5. Address of Tenant: 3359 Park Street, Grove City, Ohio, 43123.

1.6. Term Commencement: Upon occurrence of Finance Closing, as defined in the Development Agreement, or upon an earlier date if agreed to by Landlord and Tenant.

1.7. Term Expiration: Upon Tenant's vacation of the Premises after completion of the New Library (as defined in the Development Agreement), or upon termination as provided herein.

1.8. Base Rent: Until the City Securities (as defined in the Development Agreement) are issued, One Dollar (\$1.00) per year. From and after the date on which the City Securities are issued, annual rent equal to the lesser of: (i) fifty percent (50%) of the City's Debt Service Payment (as defined in the Development Agreement); or (ii) \$300,000.00.

1.9. Permitted Use: Any use permitted under applicable laws, rules, and regulations and in accordance with the applicable provisions of the Development Agreement.

2. Demise; Term.

2.1. Demise. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord upon and subject to the terms, covenants and conditions set forth herein, the Premises described in Section 1.3 hereof (the "Premises").

2.2. Term. The term of this Lease (the "Term") commences on the date set forth in Section 1.6 hereof (the "Commencement Date") and shall end on the date set forth in Section 1.7 hereof unless sooner terminated hereunder.

2.3. Acceptance of Premises. Tenant hereby accepts the Premises in an "AS-IS" condition, it being hereby expressly understood that Landlord has made no representations or warranties with respect thereto and that Tenant has inspected the Premises and found the same to be in satisfactory condition.

2.4. Contingencies. Notwithstanding anything in this Lease to the Contrary, Tenant shall not be required to deliver Base Rent to Landlord (though Base Rent shall accrue) until Landlord delivers to Tenant a Subordination, Non-Disturbance and Attornment Agreement from Landlord's current lender, if any, in a form reasonably acceptable to Tenant, except that in no event will Base Rent be permitted to accrue beyond \_\_\_\_\_, 20\_\_, and all accrued Base Rent shall be due and payable on such date.

3. Rents. Tenant covenants and agrees to pay to Landlord for the use and occupancy of the Premises, at the times and in the manner hereinafter provided, without demand, deduction or set-off, the following sums of money:

3.1. Base Rent. Tenant shall pay to Landlord as "Base Rent" for the Premises during the Term the amount set forth in Section 1.8 hereof, payable in 12 monthly installments each equaling one-twelfth (1/12<sup>th</sup>) of the amount of the annual Base Rent. In the event the Commencement Date falls on any day of the month other than the first day of the month, Base Rent for that initial month shall be prorated based on a thirty (30) day month. Tenant's obligation hereunder to pay Base Rent shall cease concurrently with the commencement of Tenant's obligation to pay base rent under the Lease/Purchase Agreement (as defined in the Development Agreement) for the New Library.

3.2. Additional Rent. Tenant shall also pay, as "Additional Rent", all other sums of money or charges required to be paid by Tenant to Landlord under the terms of this Lease. Base Rent and Additional Rent are sometimes hereinafter collectively referred to as "Rents".

3.3. Manner of Payment. All payments due from Tenant to Landlord hereunder shall be made to Landlord without demand, deduction or set-off at Landlord's address set forth in Section 1.4 hereof or to such other person or such other place as Landlord may from time to time designate in writing to Tenant. All installments of Rents due for

a partial month or partial year at the beginning or end of the Term shall be prorated based on a 30-day month and a 360-day year.

4. Use.

4.1. Permitted Use. The Premises shall be used solely for the permitted use specified in Section 1.9 hereof and for no other purpose without the prior written consent of Landlord, which consent can be withheld in Landlord's sole discretion.

4.2. Conduct of Tenant. Tenant shall use the Premises in a careful, safe and proper manner, shall not commit or suffer waste on or about the Premises, and shall not make or permit any use of the Premises which would constitute a nuisance. Tenant shall comply with all laws, rules, regulations, orders and requirements of all governmental authorities which in any way affect, directly or indirectly, the Premises or Tenant's use thereof. Tenant shall comply with any and all reasonable rules and regulations promulgated by Landlord with respect to the use of the Premises.

4.3. Signs. Tenant shall comply with all applicable laws, rules, regulations, orders and requirements of governmental authorities with respect to such signs. Tenant shall maintain any signs which are located on the Premises in good condition and repair. Tenant shall have the right to install such additional signage as Tenant may elect for its operations, at Tenant's sole cost and expense and subject to applicable laws, rules, regulations, orders and requirements of governmental authorities. Upon expiration or termination of this Lease upon Landlord's request, Tenant shall, at Tenant's expense, remove all signs placed by Tenant in or on the Premises, and repair any damage caused by such removal.

5. Maintenance and Repair of Premises.

5.1. Obligations of Landlord. Intentionally deleted.

5.2. Obligations of Tenant. Tenant agrees, at its sole cost and expense, to maintain the Premises in a good and safe condition, including the fixtures, windows, doors, floors, and equipment. In addition, Tenant shall be responsible for the maintenance and good repair, at its sole cost and expense of: (i) the structure of the Premises; (ii) the roof of the Premises; (iii) the equipment and other components of the plumbing, electrical, and HVAC systems of the Premises; (iv) utility lines serving the Premises; or (v) landscaping, parking lot, sidewalks, and driveways on the Premises, all of which shall be the sole responsibility of Tenant to maintain in good condition and repair. Tenant shall also keep the Premises reasonably free from ice, snow and debris.

6. Access to Premises. Landlord and its agents, employees and contractors shall have the right to enter upon the Premises at all reasonable times, but only after at least forty eight (48) hours prior notice to Tenant (except for emergencies) for purposes of making repairs or improvements.

7. Utilities. All utilities and services to the Premises, including, without limitation, water, sewer, gas, electricity, telephone, data, security, cable TV and trash removal, shall be secured and paid for by Tenant, at its sole cost and expense.

8. Interruption of Services. No interruption or diminution of any utility or other services to the Premises shall result in any abatement of Rents, nor shall Landlord be liable for any damages or costs resulting therefrom.

9. Personal Property. All inventory, furnishings, trade fixtures, equipment and other personal property (collectively "Personal Property") of Tenant or any third party shall be stored or kept at the sole risk of Tenant, and Landlord shall not be liable for any loss or damage thereto, except to the extent caused by Landlord's acts, errors, or omissions. Tenant shall remove all Personal Property from the Premises upon the expiration or earlier termination of this Lease and Tenant shall promptly repair, at its sole cost and expense, any damage caused by such removal.

10. Alterations and Improvements.

10.1 Tenant, although not required, may make alterations or improvements to the Premises with the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. Tenant shall obtain, at its expense and prior to the commencement of any such alterations or improvements, all necessary licenses, permits and other approvals of all governmental authorities having jurisdiction over the Premises. Any alterations and improvements made by Tenant, whether or not approved by Landlord, shall, at the option of Landlord, become a part of the Premises and the property of Landlord, and Tenant shall have no right to remove any such alterations or improvements unless Landlord informs Tenant that any alteration or improvement is NOT to become the property of Landlord, and that Tenant must remove such alteration or improvement upon the expiration or earlier termination of this Lease; in which event Tenant must immediately upon the expiration or earlier termination of this Lease remove such alteration or improvement and restore the Premises to as close to its condition when delivered to Tenant as is reasonably possible and repair any and all damage caused by such removal and restoration, all at Tenant's sole cost and expense. Notwithstanding the preceding sentence to the contrary, Tenant shall not be obligated to remove such alteration or improvement unless Landlord has provided Tenant with a list of such alterations and improvements to be removed within sixty (60) days prior to the expiration of this Lease, or within a reasonable period of time prior to the earlier termination of this Lease, it being hereby agreed that providing such a list to Tenant within 15 days of delivery of a notice of termination of this Lease shall be considered to be within a reasonable period of time.

10.2 Tenant shall (i) promptly pay all contractors, laborers and material suppliers performing work or supplying materials on behalf of Tenant at the Premises, (ii) not permit any liens to be filed against the Premises and (iii) to the extent permitted by law, indemnify and defend Landlord from all losses, costs, claims and expenses (including attorneys' fees, expenses and disbursements) incurred by Landlord as a result of Tenant's breach of this Section 10. In the event that any such lien is filed against the Premises, Tenant shall discharge or bond-off the same within 30 days after the filing thereof or Landlord may, without obligation to

do so, take such action as Landlord deems appropriate, including, without limitation, paying or bonding off such lien, with all amounts expended by Landlord, including, without limitation, attorneys' fees, expenses and disbursements, shall be payable by Tenant to Landlord on demand as Additional Rent.

11. Assignment and Subletting. Neither Landlord nor Tenant shall assign this Lease, or any interest herein or portion thereof, without the prior written consent of the other party, which consent may be withheld or conditioned in either party's sole discretion. Tenant shall not sublet this lease without the prior written consent of Landlord.

12. Damage and Destruction. If the improvements on the Premises are wholly or partially damaged or destroyed by fire or other casualty, Landlord may, within ninety (90) days after such fire or other casualty, terminate this Lease upon sixty (60) days written notice to Tenant. If Landlord decides, in Landlord's sole discretion, to restore and rebuild the improvements on the Premises, Tenant shall pay over all insurance proceeds to Landlord as provided below in this Section 12, and Landlord shall restore and rebuild the same to substantially the same condition which existed on the effective date of this Lease, this Lease shall remain in full force and effect and Rents shall abate in proportion to the area of the Premises rendered untenable from the date of such casualty until the completion of Landlord's restoration and rebuilding.

13. Condemnation. If all or any material portion, as reasonably determined by Landlord, of the Premises are taken under the power of eminent domain or conveyed in lieu thereof, this Lease shall terminate effective on the date of transfer of title and all Rents shall be adjusted as of such date. All proceeds from such taking or conveyance in lieu thereof shall be the sole property of Landlord, and Tenant shall not be entitled to any portion thereof. Tenant shall be permitted to independently seek a separate claim (separate and not in conjunction with Landlord) against the appropriate condemning authority.

14. Taxes

14.1. Real Estate Taxes. If applicable to the Premises, Tenant shall be liable for any real estate taxes and assessments for the Premises which accrue during the Term (collectively, "Real Estate Taxes").

14.2. Tenant's Taxes. Tenant shall pay before delinquency (i) all taxes and assessments levied against the Personal Property, (ii) all taxes, assessments, fees and other charges levied against Tenant and (iii) all taxes, assessments, fees and other charges levied against the use of the Premises and Tenant's business operations therein.

15. Insurance.

15.1. Policies.

a. Liability. Tenant shall procure, at Tenant's expense, and maintain during the Term comprehensive general public liability insurance against claims for personal injury, death and property damage occurring on or about the Premises or resulting from

the occupancy or use of the Premises by Tenant or any officer, employee, agent, customer, licensee, invitee or sublessee of Tenant. All such insurance shall have minimum limits of liability of Two Million Dollars (\$2,000,000) per occurrence and One Million Dollars (\$1,000,000) property damage.

b. Property. Tenant shall, at Tenant's expense, maintain special form property insurance covering the building and other improvements located on the Premises, in the full replacement value thereof (with deductibles of no more than \$25,000).

c. Personal Property. Tenant, at Tenant's sole option and expense, may maintain during the Term hazard insurance with respect to all Personal Property located in, on or about the Premises, insuring the Personal Property against loss or damage resulting from fire, water damage caused by any means and other hazards customarily insured against in a "broad form" extended coverage policy in an amount not less than the full replacement cost of the Personal Property.

d. General Requirements. All insurance policies required to be maintained by Landlord pursuant to this Section shall be in form and content and issued by insurers reasonably acceptable to Tenant. Prior to the Commencement Date and not less than thirty (30) days prior to the expiration date of any policy or policies, certificates of the initial policy or renewal policies, as the case may be, or other satisfactory evidence of such insurance coverage shall be delivered by Landlord to Tenant. The liability policy required by subsection a. shall (i) name Tenant as an additional insured and/or additional loss payees, as the case may be, (ii) provide that it cannot be canceled for any reason without thirty (30) days prior written notice to Tenant, and (iii) provide that the policy of insurance shall provide primary coverage.

15.2. Waiver of Subrogation. Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, or required to be carried under this Lease, the party carrying or required to carry such insurance and suffering the loss hereby releases, on behalf of itself and its insurance carrier, the other of and from any and all claim with respect to such loss to the extent of such insurance; and further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

## 16. Default and Remedies.

16.1. The occurrence of any one or more of the following shall constitute a default and breach of this Lease by Tenant (each a "Tenant Default"):

(i) The failure of Tenant to make any payment of Rents or any other amount payable to Landlord under this Lease within ten (10) days after the date due;

(ii) The failure of Tenant to observe or perform any other provision of this Lease, other than those described in subparagraph "i" above, within thirty (30) days after notice by Landlord to Tenant; provided, if more than thirty (30) days is reasonably required to cure such failure, Tenant shall not be in default if Tenant commences such cure

within said thirty (30) day period and diligently prosecutes such cure to completion within thirty (30) days after such notice;

(iii) The abandonment of the Premises;

16.2. Upon a Tenant Default, Landlord may, at Landlord's option (i) terminate this Lease by written notice to Tenant and reenter the Premises and dispossess Tenant or other occupants by summary proceedings or otherwise and remove their effects and repossess the Premises with Tenant remaining liable for its obligations hereunder, or (ii) enter the Premises by written notice to Tenant and dispossess Tenant or other occupants by summary proceedings or otherwise, without terminating this Lease or Tenant's obligations hereunder. In no event shall this Lease be deemed terminated unless and until Landlord sends written notice of termination to Tenant.

16.3. If this Lease is terminated according to Section 16.2 hereof, Tenant shall be liable to Landlord for all Rents then due to Landlord from Tenant. If this Lease is terminated as provided in Section 16.2 hereof, Landlord shall use reasonable efforts to re-let the Premises and to otherwise mitigate Landlord's damages.

16.4. Landlord's failure or refusal to perform any provision of this Lease or the Development Agreement which it is obligated to perform or the breach of any representation, warranty or covenant in this Lease or the Development Agreement, and the continuation of such failure or refusal for thirty (30) days after receipt of written notice from Tenant of such failure or refusal, shall be a default by Landlord. In the event of a default by Landlord, and without waiving any other remedy or claim for damages or breach of this Lease or the Development Agreement, Tenant may elect to cure the default at Landlord's reasonable expense. If Tenant incurs any costs or expenses because of Landlord's default, the reasonable sums paid by Tenant shall be due from Landlord to Tenant upon demand, shall bear interest from the date such costs or expenses are incurred until repaid by Landlord at the rate of seven percent (7%) per annum. If Landlord fails to reimburse Tenant for costs incurred by Tenant to cure Landlord's default within thirty (30) days of invoice therefor, Tenant shall have the right to deduct the costs thereof from installments of Base Rent next falling due.

17. Indemnification. To the extent permitted by law, Tenant shall indemnify, defend and hold Landlord, its directors, officers and shareholders, harmless from and against any and all losses, liabilities, damages, claims, costs and expenses, including, without limitation, reasonable attorneys' fees, expenses and disbursements for injuries to or death of persons and damage to property sustained in, on or about the Premises or resulting from the use or occupancy of the Premises by Tenant, or any officer, employee, agent, customer, licensee, invitee or sublessee of Tenant or the failure of Tenant to perform and observe the obligations of Tenant under this Lease except to the extent resulting from the negligence or misconduct of Landlord, its employees, agents or contractors.

18. Notices. Any notice, demand, request or statement required or intended to be given or delivered under the terms of this Lease shall be in writing, and either (i) personally delivered, or (ii) sent by United States Mail, postage prepaid, registered or certified mail, return

receipt requested, or (iii) reputable overnight courier which provides written evidence of receipt, addressed to the party to be notified at the address set forth in Section 1 hereof, or such other address as either party may hereafter designate by written notice to the other party, and shall be deemed to be delivered on the earlier to occur of (i) actual receipt, (ii) one business day after deposit with an overnight courier service, or (iii) three business days after deposit with the United States Postal Service.

19. Quiet Enjoyment. Landlord covenants that, so long as Tenant pays all Rents hereunder when due and keeps and performs all of its covenants under this Lease, Tenant shall at all times during the Term peaceably and quietly have and enjoy the Premises without hindrance or molestation by Landlord, subject to the terms of this Lease and any encumbrances affecting the Premises.

20. Non-Waiver. The failure of Landlord or Tenant to enforce any of its rights under this Lease for the breach of any of the terms hereof shall not be a waiver of the rights of Landlord or Tenant to exercise any such rights as to any subsequent breaches of the same or other terms of this Lease.

21. Entire Agreement. This Lease, the Exhibits hereto, the Development Agreement and the Exhibits incorporated therein are incorporated herein and set forth the entire agreement between the Parties with respect to the Premises. Any prior conversations or writings not expressly incorporated herein are extinguished. No subsequent amendment to this Lease or document incorporated herein shall be binding upon Landlord or Tenant unless reduced to writing and signed by the party to be charged.

22. Captions. The captions appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any provision of this Lease or in any way affect the interpretation of this Lease.

23. Governing Law. This Lease shall be governed by and construed in accordance the laws of the State of Ohio.

24. Invalidity of Provisions. If any provision of this Lease or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such provision to other circumstances shall not be affected thereby.

25. Successors and Assigns. This Lease shall inure to the benefit of and be binding upon the Parties hereto and their respective permitted successors and assigns.

26. No Brokers. Except as otherwise provided herein, Landlord and Tenant each warrant and represent to the other that they did not deal with any real estate broker in connection with the negotiation, execution and delivery of this Lease. Each party agrees to indemnify, defend, and save the other harmless from and against any and all liabilities, costs, causes of action, damages and expenses, including, without limitation, attorneys' fees, with

respect to or arising out of any claims made by any real estate broker, agent or finder with respect to this lease in breach of the foregoing representation.

27. Landlord's Representations, Warranties and Covenants:

(a) Landlord is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Ohio and has full power and authority, and has obtained all necessary consents, to enter into and perform its obligations under this Lease and has taken all necessary action to authorize the execution and delivery of this Lease by the persons executing and delivering this Lease on behalf of Landlord.

(b) The execution and delivery of this Lease by Landlord will not result in a breach of the terms or provisions of, or constitute a default (or a condition which, upon notice or lapse of time, or both, would constitute a default) under its organizational documents or any agreement, instrument or obligation by which Landlord is bound, and will not constitute a violation of any Laws, applicable to Landlord.

(c) This Lease is a legal, valid and binding obligation of Landlord enforceable against Landlord in accordance with its terms.

(d) Landlord shall not, without Tenant's prior written consent, sell, lease, transfer, convey or otherwise dispose of, or cause or permit any lien to exist on the Landlord's property of which the Premises is a part.

28. No Recording of Lease. Neither Landlord nor Tenant shall file this Lease of public record. Should either party elect to record a memorandum containing salient terms of this Lease, the other party shall, upon request, execute such a memorandum in recordable form, which execution shall not be unreasonably withheld or delayed, and such memorandum shall be recorded at the sole cost of the requesting party.

29. No Solicitation. Until the date on which this Lease is terminated or the date upon which Tenant exercises the Option, whichever first occurs, Landlord shall not, nor shall it authorize or permit any financial advisor, attorney, accountant or other advisor, agent or representative retained by the Landlord to, solicit, initiate, or knowingly encourage, or take any other action which would reasonably be expected to lead to the making of or submission of any competing offer to purchase the Landlord's property of which the Premises is a part.

*[signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed to be effective as of the date first above written.

LANDLORD:

CITY OF GROVE CITY, OHIO, a municipal  
corporation

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

TENANT:

SOUTHWEST PUBLIC LIBRARY,  
an Ohio school district public library

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

*[Notary page follows]*

STATE OF OHIO,  
COUNTY OF FRANKLIN, ss:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF OHIO,  
COUNTY OF FRANKLIN, ss:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City under the foregoing Agreement, certifies hereby that the money required to meet the obligations of the City under the foregoing Agreement, except for such portion thereof to be provided through the issuance of the City Securities, have been appropriated lawfully for that purpose, and is in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: \_\_\_\_\_, 2013

---

Michael Turner, Director of Finance  
City of Grove City, Ohio

**EXHIBIT A**

**Legal Description of Premises**

C-73-13

**1.0 ACRES**

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey Number 1383 of the Virginia Military District, and being all of Lots 5, 6, 8 and part of Arbutus Avenue as shown on the Plat of Grove City of record in Plat Book 1, Page 341, Plat Book 4, Page 55, and Plat Book 5, Page 394 and as conveyed to Grove City Public Library by deeds of record in Deed Book 1381, Page 187, Deed Book 2932, Page 226 and Deed Book 3038, Page 101, and all of Lot 7 of said Grove City Plat as conveyed to Grove City Public Library Board of Trustees by deed of record in Deed Book 3406, Page 700 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at the intersection of the southerly right-of-way line of Park Street (80 feet wide) and the easterly right-of-way line of First Street (40 feet wide) being the northwesterly corner of said Lot 5;

thence South 55°48'45" East, with the northerly line of said Lots 5, 6, 7, and 8, the southerly right-of-way line of said Park Street (80 feet wide) a distance of 211.06 feet to a point;

thence South 34°11'15" West, parallel with the west line of said Arbutus Avenue and 2.5 feet easterly therefrom a distance of 208.56 feet to a point;

thence North 55°48'45" West, with the northerly right-of-way line of Civic Place (30 feet wide) and with the southerly line of said lots 5, 6, 7, and 8 a distance of 211.06 feet to the intersection of the northerly right-of-way line of said Civic Place with the easterly right-of-way line of said First Street, being the southwest corner of said Lot 5;

thence North 34°11'15" East, with the westerly line of said Lot 5, the easterly right-of-way line of said First Street a distance of 208.56 feet to the point of beginning and containing 1.0 acre, more or less.

This description was prepared from record information only, and is NOT to be used for the transfer of real property.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.  
Engineers • Surveyors • Planners • Scientists  
5500 New Albany Road, Columbus, OH 43054  
Phone: 614.775.4500 Toll Free: 888.775.3648

emht.com

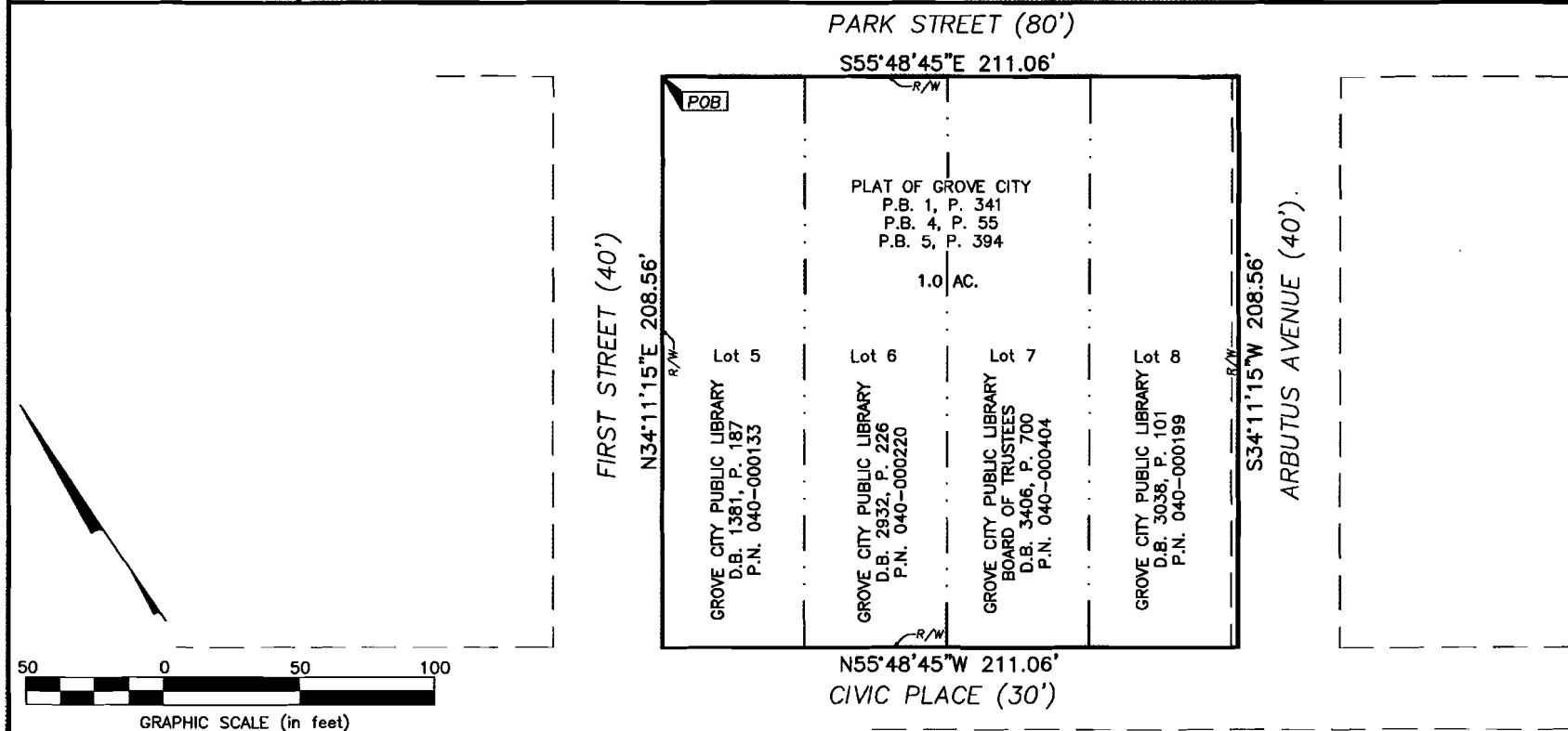
## EXHIBIT

VIRGINIA MILITARY SURVEY NUMBER 1383  
VIRGINIA MILITARY SURVEY DISTRICT  
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: October 30, 2013

Scale: 1" = 50'

Job No. 20131478



Date: 10/28/13  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mr. Smith  
Approved: Mr. Boso  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No.: C-74-13  
1st Reading: 10/04/13  
Public Notice: 10/07/13  
2nd Reading: 11/18/13  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-74-13

### AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A LEASE/PURCHASE AGREEMENT WITH THE SOUTHWEST PUBLIC LIBRARY FOR THE FUTURE LIBRARY SITE

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WHEREAS, Council enacted Ordinance C-28-13 that approved a Development Agreement for Southwest Public Library for the development of a new library in the Town Center; and

WHEREAS, as part of the Agreement, the Southwest Public Library will be relocating to a site in the Town Center and operating the library in accordance with its own Policies and Bylaws that govern provision of library service as adopted by the Library Board of Trustees; and

WHEREAS, while the City is repaying the funds used to finance the construction of the new library, the Southwest Public Library will be leasing, under the terms of the lease/purchase agreement attached hereto, the new library building from the City; and

WHEREAS, upon repayment, the new library building will be transferred to the Southwest Public Library under the terms of the Lease/Purchase Agreement attached hereto; and

WHEREAS, because the lease agreement term exceeds twelve (12) months, it must be approved by Ordinance.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute a multi-year Lease/Purchase Agreement with the Southwest Public Library for the current library site as set forth in Exhibit "A".

SECTION 2. While the general terms of the lease agreement have been finalized, City Council recognizes that additional changes may be necessary in order to finalize the lease agreement with the Southwest Public Library. Accordingly, the City Administrator is hereby authorized to make necessary changes so long as they do not materially affect the terms and conditions approved herein.

SECTION 3. This Ordinance shall take effect at the earliest date permitted by law.

---

Ted A. Berry, President of Council

Passed:

---

Richard L. Stage, Mayor

**C-74-13**  
**Exhibit "A"**  
**LEASE/PURCHASE AGREEMENT**

THIS LEASE/PURCHASE AGREEMENT ( "LPA") by and between **CITY OF GROVE CITY, OHIO**, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter ("Landlord") and **SOUTHWEST PUBLIC LIBRARY**, a school district public library organized and existing under Chapter 3375 of the Ohio Revised Code ("Tenant") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013. Landlord and Tenant, when referred to collectively herein, shall be the "Parties" hereto this LPA.

1. Fundamental LPA Provisions. The following is a summary of the fundamental lease and purchase provisions which are set forth in this Section 1 for reference.

1.1. Underlying Development Agreement: This LPA is entered into by the Parties pursuant to the terms of that certain the Development Agreement entered into by Landlord and Tenant dated \_\_\_\_\_ ("Development Agreement"). The Development Agreement provides, among other things, the terms and conditions for the financing, development, design, and construction of the Premises which is the subject of this LPA and, along with this LPA, the eventual transfer of title to the Premises from Landlord to Tenant. The terms of the Development Agreement which relate to the lease/purchase of the Premises are hereby incorporated herein by reference, and in the event of a conflict between the terms of this Lease and the terms of the Development Agreement, the terms of the Development Agreement shall prevail.

1.2. Location and Description of Premises: \_\_\_\_\_, and referred to as the "New Library" in the Development Agreement and more specifically described in Exhibit A attached hereto.

1.3. Address of Landlord: 4035 Broadway, Grove City, Ohio 43123.

1.4. Address of Tenant: 3359 Park Street, Grove City, Ohio, 43123.

1.5. Term Commencement: Final completion of the New Library, as defined in the Development Agreement, and Tenant's full occupancy thereof.

1.6. Term Expiration: This LPA shall expire, and the Library shall take title to the Premises pursuant to the terms herein and the Development Agreement, upon the earlier of (i) full repayment of the City Securities, as defined in the Development Agreement, or (ii) thirty (30) years after Finance Closing and execution of the Existing Site Lease, as defined in the Development Agreement.

1.7. Base Rent: Tenant's Base Rent shall be, on an annual basis, the lesser of: (i) fifty percent (50%) of the City's Debt Service Payment, as defined in the Development Agreement; or (ii) \$265,000.00 per year.

1.9. Permitted Use: Any use permitted under applicable laws, rules, and regulations, and in accordance with the applicable provisions of the Development Agreement.

2. Demise; Term.

2.1. Demise. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord upon and subject to the terms, covenants and conditions set forth herein, the Premises described in Section 1.2 hereof (the “Premises”).

2.2. Term. The term of this LPA (the “Term”) commences on the date set forth in Section 1.5 hereof (the “Commencement Date”) and shall end on the date set forth in Section 1.6 hereof unless sooner terminated hereunder.

2.3. Acceptance of Premises. Tenant hereby accepts the Premises in an “AS-IS” condition, it being hereby expressly understood that Landlord has made no representations or warranties with respect thereto, except as otherwise provided in the Development Agreement, and that Tenant has inspected the Premises and found the same to be in satisfactory condition.

2.5. Contingencies. Notwithstanding anything in this LPA to the Contrary, Tenant shall not be required to deliver Base Rent to Landlord (though Base Rent shall accrue) until Landlord delivers to Tenant a Subordination, Non-Disturbance and Attornment Agreement, except that in no event will Base Rent be permitted to accrue beyond \_\_\_\_\_, 20\_\_, and all accrued Base Rent shall be due and payable on such date.

3. Rents. Tenant covenants and agrees to pay to Landlord for the use and occupancy of the Premises, at the times and in the manner hereinafter provided, without demand, deduction or set-off, the following sums of money:

3.1. Base Rent. Commencing on the Commencement Date, Tenant shall pay to Landlord as “Base Rent” for the Premises during the Term the amount set forth in Section 1.7 hereof, payable in 12 monthly installments each equaling one-twelfth (1/12<sup>th</sup>) of the amount of the annual Base Rent. In the event the Commencement Date falls on any day of the month other than the first day of the month, Base Rent for that initial month shall be prorated based on a thirty (30) day month.

3.2. Additional Rent. Tenant shall also pay, as “Additional Rent”, all other sums of money or charges required to be paid by Tenant to Landlord under the terms of this LPA. Base Rent and Additional Rent are sometimes hereinafter collectively referred to as “Rents”.

3.3. Manner of Payment. All payments due from Tenant to Landlord hereunder shall be made to Landlord without demand, deduction, or set-off at Landlord’s address set forth in Section 1.3 hereof or to such other person or such other place as Landlord may from time to time designate in writing to Tenant. All installments of Rents due for a partial month or partial year at the beginning or end of the Term shall be prorated based on a 30-day month and a 360-day year.

4. Use.

4.1. Permitted Use. The Premises shall be used for the permitted use specified in Section 1.9 hereof and for no other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

4.2. Conduct of Tenant. Tenant shall use the Premises in a careful, safe and proper manner, shall not commit or suffer waste on or about the Premises, and shall not make or permit any use of the Premises which would constitute a nuisance. Tenant shall comply with all laws, rules, regulations, orders and requirements of all governmental authorities which in any way affect, directly or indirectly, the Premises or Tenant's use thereof. Tenant shall comply with any and all reasonable rules and regulations promulgated by Landlord with respect to the use of the Premises.

4.3. Signs. Tenant shall comply with all applicable laws, rules, regulations, orders, and requirements of governmental authorities with respect to such signs. Tenant shall maintain any signs which are located on the Premises in good condition and repair. Tenant shall have the right to install such additional signage as Tenant may elect for its operations, at Tenant's sole cost and expense and subject to applicable laws, rules, regulations, orders and requirements of governmental authorities. Upon expiration or termination of this LPA upon Landlord's request, Tenant shall, at Tenant's expense, remove all signs placed by Tenant in or on the Premises, and repair any damage caused by such removal.

5. Maintenance and Repair of Premises.

5.1. Obligations of Landlord. Landlord shall be responsible for any necessary capital improvements for the Premises including, but not limited to, improvements or alterations for compliance with all applicable laws, rules, and regulations. Landlord, however, shall have no basic, daily maintenance or minor repair responsibilities for the Premises.

5.2. Obligations of Tenant. Tenant agrees, at its sole cost and expense, to maintain the Premises in a good and safe condition, including the fixtures, windows, doors, floors, and equipment. The Library shall be solely responsible for any and all costs of operation and/or basic maintenance including, but not limited to, utilities, parking, and other expenses, but excluding any maintenance or repair obligations for the Public Areas. Tenant shall furthermore have no responsibilities for repairs to (i) the structure of the Premises; (ii) the roof; or (iii) the equipment and other components of the plumbing, electrical, and HVAC systems. Tenant shall keep the Premises reasonably free from ice, snow and debris.

6. Access to Premises. Landlord and its agents, employees, and contractors shall have the right to enter upon the Premises at all reasonable times, but only after at least forty eight (48) hours prior notice to Tenant (except for emergencies) for purposes of making repairs or improvements.

7. Utilities. All utilities and services to the Premises, including, without limitation, water, sewer, gas, electricity, telephone, data, security, cable TV and trash removal, shall be secured and paid for by Tenant, at its sole cost and expense.

8. Interruption of Services. No interruption or diminution of any utility or other services to the Premises shall result in any abatement of Rents, nor shall Landlord be liable for any damages or costs resulting therefrom.

9. Personal Property. All inventory, furnishings, trade fixtures, equipment and other personal property (collectively "Personal Property") of Tenant or any third party shall be stored or kept at the sole risk of Tenant, and Landlord shall not be liable for any loss or damage thereto, except to the extent caused by Landlord's acts, errors, or omissions. Tenant shall remove all Personal Property from the Premises upon the expiration or earlier termination of this LPA and Tenant shall promptly repair, at its sole cost and expense, any damage caused by such removal.

10. Alterations and Improvements.

10.1 Tenant, although not required, may make alterations or improvements to the Premises with the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. Tenant shall have the right to use the Construction Drawings, in accordance with the license terms therefor, as provided in the Development Agreement. Tenant shall obtain, at its expense and prior to the commencement of any such alterations or improvements, all necessary licenses, permits and other approvals of all governmental authorities having jurisdiction over the Premises. Any alterations and improvements made by Tenant, whether or not approved by Landlord, shall, at the option of Landlord, become a part of the Premises and the property of Landlord, and Tenant shall have no right to remove any such alterations or improvements unless Landlord informs Tenant that any alteration or improvement is NOT to become the property of Landlord, and that Tenant must remove such alteration or improvement upon the expiration or earlier termination of this LPA; in which event Tenant must immediately upon the expiration or earlier termination of this LPA remove such alteration or improvement and restore the Premises to as close to its condition when delivered to Tenant as is reasonably possible and repair any and all damage caused by such removal and restoration, all at Tenant's sole cost and expense. Notwithstanding the preceding sentence to the contrary, Tenant shall not be obligated to remove such alteration or improvement unless Landlord has provided Tenant with a list of such alterations and improvements to be removed within sixty (60) days prior to the expiration of this LPA, or within a reasonable period of time prior to the earlier termination of this LPA, it being hereby agreed that providing such a list to Tenant concurrent with a notice of termination of this LPA shall be considered to be within a reasonable period of time.

10.2 Tenant shall (i) promptly pay all contractors, laborers and material suppliers performing work or supplying materials on behalf of Tenant at the Premises, (ii) not permit any liens to be filed against the Premises and (iii) to the extent permitted by law, indemnify and defend Landlord from all losses, costs, claims and expenses (including attorneys' fees, expenses and disbursements) incurred by Landlord as a result of Tenant's breach of this

Section 10. In the event that any such lien is filed against the Premises, Tenant shall discharge or bond-off the same within 30 days after the filing thereof or Landlord may, without obligation to do so, take such action as Landlord deems appropriate, including, without limitation, paying or bonding off such lien, with all amounts expended by Landlord, including, without limitation, attorneys' fees, expenses and disbursements, shall be payable by Tenant to Landlord on demand as Additional Rent.

11. Assignment and Subletting. Neither Landlord nor Tenant shall assign this LPA, or any interest herein or portion thereof, without the prior written consent of the other party, which consent may be withheld or conditioned in either party's sole discretion. Tenant shall not sublet this lease without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed.

12. Damage and Destruction. If the improvements on the Premises are wholly or partially damaged or destroyed by fire or other casualty, Landlord shall restore and rebuild the same to substantially the same condition which existed on the effective date of this LPA, this LPA shall remain in full force and effect, and Rents shall abate in proportion to the area of the Premises rendered untenable from the date of such casualty until the completion of Landlord's restoration and rebuilding. Upon restoration and rebuilding, Tenant shall pay over any insurance proceeds received by Tenant arising from a fire or other casualty to Landlord, unless Tenant agrees to provide such proceeds earlier for the purposes of funding restoration and rebuilding.

13. Condemnation. If all or any material portion, as reasonably determined by Landlord, of the Premises are taken under the power of eminent domain or conveyed in lieu thereof, this LPA shall terminate effective on the date of transfer of title and all Rents shall be adjusted as of such date. All proceeds from such taking or conveyance in lieu thereof shall be the sole property of Landlord, and Tenant shall not be entitled to any portion thereof. Tenant shall be permitted to independently seek a separate claim (separate and not in conjunction with Landlord) against the appropriate condemning authority.

14. Taxes

14.1. Real Estate Taxes. If applicable to the Premises, Landlord shall be liable for any real estate taxes and assessments for the Premises which accrue during the Term (collectively, "Real Estate Taxes").

14.2. Tenant's Taxes. Tenant shall pay before delinquency (i) all taxes and assessments levied against the Personal Property, (ii) all taxes, assessments, fees and other charges levied against Tenant and (iii) all taxes, assessments, fees and other charges levied against the use of the Premises and Tenant's business operations therein.

15. Insurance.

15.1. Policies.

a. Liability. Tenant shall procure, at Tenant's expense, and maintain during the Term comprehensive general public liability insurance against claims for

personal injury, death and property damage occurring on or about the Premises or resulting from the occupancy or use of the Premises by Tenant or any officer, employee, agent, customer, licensee, invitee or sublessee of Tenant. All such insurance shall have minimum limits of liability of Two Million Dollars (\$2,000,000) per occurrence and One Million Dollars (\$1,000,000) property damage.

b. Property. Landlord shall, at Landlord's expense, maintain special form property insurance covering the building and other improvements located on the Premises, in the full replacement value thereof (with deductibles of no more than \$25,000).

c. Personal Property. Tenant, at Tenant's sole option and expense, may maintain during the Term hazard insurance with respect to all Personal Property located in, on or about the Premises, insuring the Personal Property against loss or damage resulting from fire, water damage caused by any means and other hazards customarily insured against in a "broad form" extended coverage policy in an amount not less than the full replacement cost of the Personal Property.

d. General Requirements. All insurance policies required to be maintained by Landlord pursuant to this Section shall be in form and content and issued by insurers reasonably acceptable to Tenant. Prior to the Commencement Date and not less than thirty (30) days prior to the expiration date of any policy or policies, certificates of the initial policy or renewal policies, as the case may be, or other satisfactory evidence of such insurance coverage shall be delivered by Landlord to Tenant. The liability policy required by subsection a. shall (i) name Tenant as an additional insured and/or additional loss payees, as the case may be, (ii) provide that it cannot be canceled for any reason without thirty (30) days prior written notice to Tenant, and (iii) provide that the policy of insurance shall provide primary coverage.

15.2. Waiver of Subrogation. Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, or required to be carried under this LPA, the party carrying or required to carry such insurance and suffering the loss hereby releases, on behalf of itself and its insurance carrier, the other of and from any and all claim with respect to such loss to the extent of such insurance; and further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

## 16. Default and Remedies.

16.1. The occurrence of any one or more of the following shall constitute a default and breach of this LPA by Tenant (each a "Tenant Default"):

(i) The failure of Tenant to make any payment of Rents or any other amount payable to Landlord under this LPA within ten (10) days after the date due;

(ii) The failure of Tenant to observe or perform any other provision of this LPA or the Development Agreement, other than those described in subparagraph "i" above, within thirty (30) days after notice by Landlord to Tenant; provided, if

more than thirty (30) days is reasonably required to cure such failure, Tenant shall not be in default if Tenant commences such cure within said thirty (30) day period and diligently prosecutes such cure to completion within thirty (30) days after such notice; or

(iii) The abandonment of the Premises.

16.2. The occurrence of any one or more of the following shall constitute a default and breach of this LPA by Landlord (each a "Landlord Default"):

(i) Landlord's misrepresentation or breach of warranty or covenant contained in Paragraph 28, subparagraph (d) of this LPA; or

(ii) The failure of Landlord to observe or perform any other provision of this LPA or the Development Agreement, other than those described in subparagraph "i" above, within thirty (30) days after notice by Tenant to Landlord; provided, if more than thirty (30) days is reasonably required to cure such failure, Landlord shall not be in default if Tenant commences such cure within said thirty (30) day period and diligently prosecutes such cure to completion within thirty (30) days after such notice.

16.2. Upon a Tenant Default, Landlord may, at Landlord's option (i) terminate this LPA by written notice to Tenant and reenter the Premises and dispossess Tenant or other occupants by summary proceedings or otherwise and remove their effects and repossess the Premises with Tenant remaining liable for its obligations hereunder, or (ii) enter the Premises by written notice to Tenant and dispossess Tenant or other occupants by summary proceedings or otherwise, without terminating this LPA or Tenant's obligations hereunder. In no event shall this LPA be deemed terminated unless and until Landlord sends written notice of termination to Tenant.

16.3. If this LPA is terminated according to Section 16.2 hereof, Tenant shall be liable to Landlord for all Rents then due to Landlord from Tenant. If this LPA is terminated as provided in Section 16.2 hereof, Landlord shall use reasonable efforts to re-let the Premises and to otherwise mitigate Landlord's damages.

16.4. Landlord's failure or refusal to perform any provision of this LPA or the Development Agreement which it is obligated to perform or the breach of any representation, warranty or covenant in this LPA or the Development Agreement, and the continuation of such failure or refusal for thirty (30) days after receipt of written notice from Tenant of such failure or refusal, shall be a default by Landlord. In the event of a default by Landlord, and without waiving any other remedy or claim for damages or breach of this LPA or the Development Agreement, Tenant may elect to cure the default at Landlord's reasonable expense. If Tenant incurs any costs or expenses because of Landlord's default, the reasonable sums paid by Tenant shall be due from Landlord to Tenant upon demand, shall bear interest from the date such costs or expenses are incurred until repaid by Landlord at the rate of seven percent (7%) per annum. If Landlord fails to reimburse Tenant for costs incurred by Tenant to cure Landlord's default within thirty (30) days of invoice therefor, Tenant shall have the right to deduct the costs thereof from installments of Base Rent next falling due.

17. Conveyance of Property.

(a) In consideration of Tenant's payment of the Base Rent, Additional Rents, and the credits, payments, and reimbursements by Tenant under the Development Agreement, Landlord shall convey full title to both (i) the Premises; and (ii) the parking areas adjacent to the New Library (collectively, the "Property"), provided, however, that the Library's title shall prohibit the Library from restricting the parking areas to the exclusive use of the Library. Such conveyance from Landlord to Tenant shall be on an "AS IS" basis on the terms and conditions set forth herein and in the Development Agreement.

(b) The closing of the transaction which is the subject of this LPA and transfer of title to the Property shall occur upon the Term Expiration of this LPA as provided in Section 1.7 herein, and at a time and location mutually agreeable to Landlord and Tenant (the "LPA Closing Date"). Landlord shall deliver to Tenant a limited warranty deed for the Property sufficient to convey title to the Property to Tenant, subject to all applicable covenants, conditions, restrictions, and easements of record; applicable real property taxes (if any); zoning and building laws, ordinances, and regulations; and legal highways, along with any other instruments reasonably required in accordance with community custom by the title company acting as closing agent to effectively convey to Tenant the title to the Property. Landlord shall pay for deed preparation and conveyance fees. Tenant shall pay all other closing costs related to the transfer of the Property free of any liens.

(c) The parties hereto acknowledge that no real estate broker or other person has been employed for compensation by either party to represent it with regard to the Option. Each party hereby represents and warrants to the other party that it has no knowledge of any agreement, understanding or fact which would entitle any real estate broker, finder or other person, to any commission, fee or other compensation as a result of the Option. Each party hereby agrees, to the extent permitted by law, to indemnify, defend and hold harmless the other parties from and against any liability, cost or expense, including attorneys' fees, as a result of any claim for a commission, fee or other compensation made by any real estate broker, finder or other person and asserted against the other parties by reason of an arrangement made or alleged to have been made by the indemnifying party. The provisions of this sub-Section shall survive the closing of the Option.

18. Indemnification. To the extent permitted by law, Tenant shall indemnify, defend and hold Landlord, its directors, officers and shareholders, harmless from and against any and all losses, liabilities, damages, claims, costs and expenses, including, without limitation, reasonable attorneys' fees, expenses and disbursements for injuries to or death of persons and damage to property sustained in, on or about the Premises or resulting from the use or occupancy of the Premises by Tenant, or any officer, employee, agent, customer, licensee, invitee or sublessee of Tenant or the failure of Tenant to perform and observe the obligations of Tenant under this LPA, except to the extent resulting from the negligence or misconduct of Landlord, its employees, agents or contractors.

19. Notices. Any notice, demand, request or statement required or intended to be given or delivered under the terms of this LPA shall be in writing, and either (i) personally

delivered, or (ii) sent by United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (iii) reputable overnight courier which provides written evidence of receipt, addressed to the party to be notified at the address set forth in Section 1 hereof, or such other address as either party may hereafter designate by written notice to the other party, and shall be deemed to be delivered on the earlier to occur of (i) actual receipt, (ii) one business day after deposit with an overnight courier service, or (iii) three business days after deposit with the United States Postal Service.

20. Quiet Enjoyment. Landlord covenants that, so long as Tenant pays all Rents hereunder when due and keeps and performs all of its covenants under this LPA, Tenant shall at all times during the Term peaceably and quietly have and enjoy the Premises without hindrance or molestation by Landlord, subject to the terms of this LPA and any encumbrances affecting the Premises.

21. Non-Waiver. The failure of Landlord or Tenant to enforce any of its rights under this LPA for the breach of any of the terms hereof shall not be a waiver of the rights of Landlord or Tenant to exercise any such rights as to any subsequent breaches of the same or other terms of this LPA.

22. Entire Agreement. This Lease, the Exhibits hereto, the Development Agreement and the Exhibits incorporated therein are incorporated herein and set forth the entire agreement between the parties with respect to the Premises. Any prior conversations or writings not expressly incorporated herein are extinguished. No subsequent amendment to this Lease or document incorporated herein shall be binding upon Landlord or Tenant unless reduced to writing and signed by the party to be charged.

23. Captions. The captions appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any provision of this LPA or in any way affect the interpretation of this LPA.

24. Governing Law. This LPA shall be governed by and construed in accordance the laws of the State of Ohio.

25. Invalidity of Provisions. If any provision of this LPA or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this LPA or the application of such provision to other circumstances shall not be affected thereby.

26. Successors and Assigns. This LPA shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

27. No Brokers. Except as otherwise provided herein, Landlord and Tenant each warrant and represent to the other that they did not deal with any real estate broker in connection with the negotiation, execution and delivery of this LPA. To the extent permitted by law, each party agrees to indemnify, defend, and save the other harmless from and against any and all liabilities, costs, causes of action, damages and expenses, including, without limitation,

attorneys' fees, with respect to or arising out of any claims made by any real estate broker, agent or finder with respect to this lease in breach of the foregoing representation.

28. Landlord's Representations, Warranties and Covenants:

(a) Landlord is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Ohio and has full power and authority, and has obtained all necessary consents, to enter into and perform its obligations under this LPA and has taken all necessary action to authorize the execution and delivery of this LPA by the persons executing and delivering this LPA on behalf of Landlord.

(b) The execution and delivery of this LPA by Landlord will not result in a breach of the terms or provisions of, or constitute a default (or a condition which, upon notice or lapse of time, or both, would constitute a default) under its organizational documents or any agreement, instrument or obligation by which Landlord is bound, and will not constitute a violation of any laws, rules, or regulations applicable to Landlord.

(c) This LPA is a legal, valid, and binding obligation of Landlord enforceable against Landlord in accordance with its terms.

(d) Landlord shall not, without Tenant's prior written consent, sell, lease, transfer, convey, or otherwise dispose of the Property, or cause or permit any lien, mortgage, or other encumbrance to exist on the Property.

29. Recording of Memorandum of Lease. Tenant shall cause a memorandum of this LPA to be filed in the real property record of the Franklin County Recorder and in accordance with Ohio Revised Code Section 5301.251.

30. No Solicitation. Until the date on which this LPA is terminated or the date upon which Tenant exercises the Option, whichever first occurs, Landlord shall not, nor shall it authorize or permit any financial advisor, attorney, accountant or other advisor, agent or representative retained by the Landlord to, solicit, initiate, or knowingly encourage, or take any other action which would reasonably be expected to lead to the making of or submission of any competing offer to purchase the Landlord's property of which the Premises is a part.

*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this LPA to be executed to be effective as of the date first above written.

LANDLORD:

CITY OF GROVE CITY, OHIO, a municipal corporation

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

TENANT:

SOUTHWEST PUBLIC LIBRARY,  
an Ohio school district public library

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

*[Notary page follows]*

#### 1.4 ACRES

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey Number 1388 of the Virginia Military District, and being all of that 0.288 acre tract conveyed as Parcel I to City of Grove City by deed of record in Instrument Number 201305210084453, all of that 0.408 acre tract conveyed as Parcel II to City of Grove City by deed of record in Instrument Number 201305210084453, all of Lots 1, 2, 3, 4, and 5 of that subdivision entitled "Geo. H. Gantz Etal. Add. To Grove City" of record in Plat Book 5, Page 116 and all of that 15 foot alley between said Lots 1 and 2 as vacated by City of Grove City Ordinance 180-45, on file with the City of Grove City, and conveyed to the City of Grove City by deeds of record in Instrument Numbers 201207060096759, 201307010110094, 201304230066627 and 200009250194574 (all references are to the records of the Recorder's Office, Franklin County, Ohio, unless noted otherwise) and being more particularly described as follows:

BEGINNING at the northwesterly corner of said Lot 5;

thence South 55°51'09" East, with the northerly line of said Lots 1, 2, 3, 4 and 5, the southerly right-of-way line of Mill Street (40 feet wide) and with the northerly line of said 0.408 and 0.288 acre tracts a distance of 402.73 feet to the northeasterly corner of said 0.288 acre tract in the centerline of Harrisburg Pike (Broadway) (99 feet wide);

thence South 33°57'35" West, with the easterly line of said 0.288 acre tract, the centerline of said Harrisburg Pike, a distance of 74.90 feet to the southeasterly corner of said 0.288 acre tract;

thence North 55°51'09" West, with the southerly line of said 0.288 acre tract a distance of 49.50 feet to a northeasterly corner of said 0.408 acre tract in the westerly right-of-way line of said Harrisburg Pike;

thence South 33°57'35" West, with the easterly line of said 0.408 acre tract, the westerly right-of-way line of said Harrisburg Pike a distance of 85.83 feet to the southeasterly corner of said 0.408 acre tract;

thence North 55°46'41" West, with the southerly line of said 0.408 acre tract, the southerly line of said Lots 1, 2, 3, 4, and 5 and with the northerly right-of-way line of Grant Avenue (40 feet wide) a distance of 353.23 feet to the southwesterly corner of said Lot 5;

thence North 33°57'35" East, with the westerly line of said Lot 5, the easterly right-of-way line of a 15 foot wide Alley a distance of 160.27 feet to the point of beginning and containing 1.4 acres, more or less of which 0.1 acre is located within the present right-of-way occupied.

This description was prepared from record information only, and is NOT to be used for the transfer of real property.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

JMM:  
1\_4 AC. EXHIBIT 20131478.doc



Evans, Mechwart, Hambleton & Tilton, Inc.  
Engineers • Surveyors • Planners • Scientists  
5500 New Albany Road, Columbus, OH 43054  
Phone: 614.775.4500 Toll Free: 888.775.3648  
emht.com

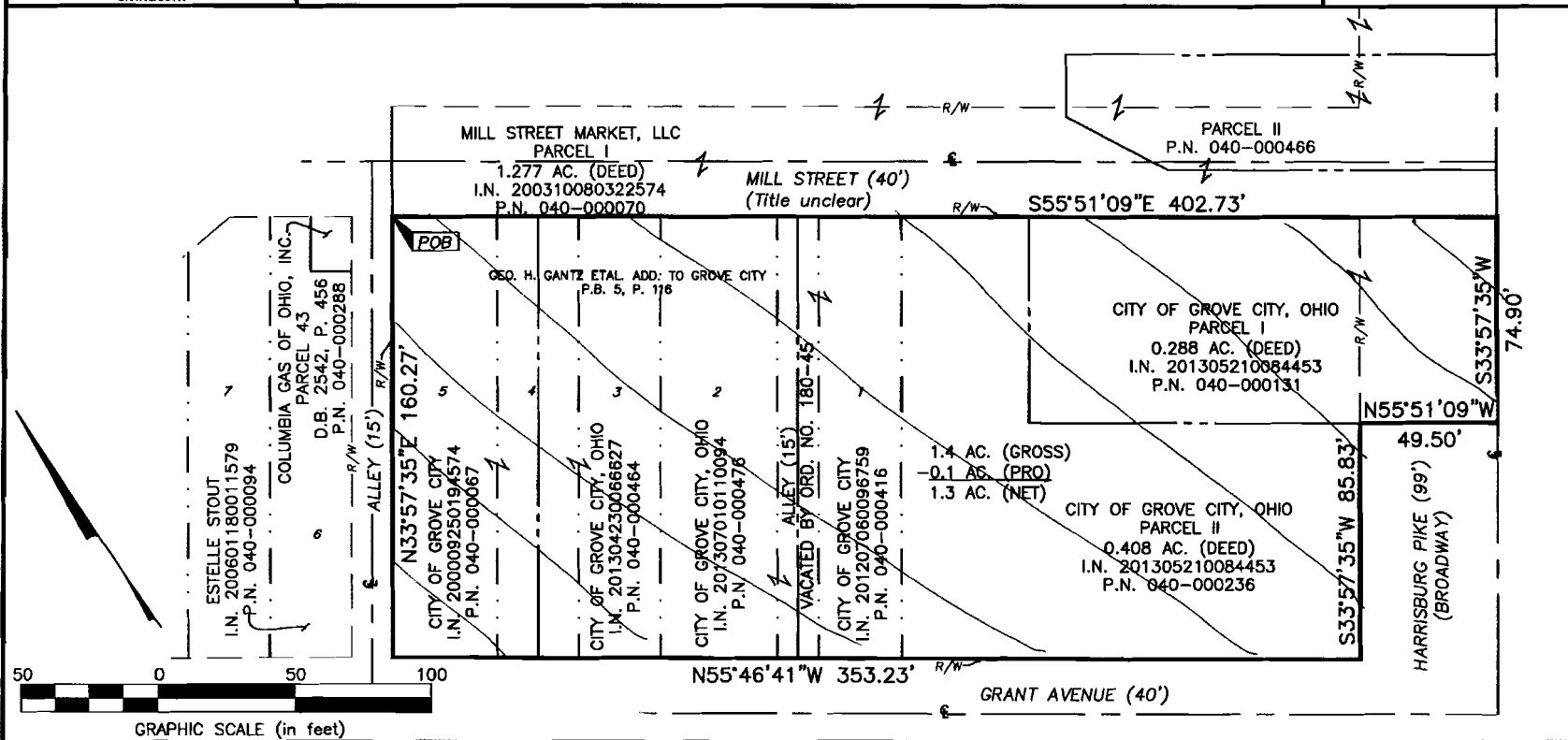
# EXHIBIT

VIRGINIA MILITARY SURVEY NUMBER 1388  
VIRGINIA MILITARY SURVEY DISTRICT  
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: October 29, 2013

Scale: 1" = 50'

Job No. 20131478



J:\20131478\DWG\04SHEETS\EXHIBITS\20131478-VS-EXBT-01-E.DWG plotted by MEYER, JOSH on 10/29/2013 3:45:14 PM last saved by JMEYER on 10/29/2013 3:45:07 PM  
Xref:

Date: 11/12/13  
Introduced By: Ms. Albright  
Committee: Service  
Originated By: City Clerk  
Approved: \_\_\_\_\_  
Emergency: X 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No. : C-75-13  
1st Reading: 11/18/13  
Public Notice: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-75-13

### AN ORDINANCE TO ENACT AND ADOPT A SUPPLEMENT TO THE GROVE CITY CODIFIED ORDINANCES AND DECLARING AN EMERGENCY

---

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, the City has heretofore entered into a contract with American Legal Publishing Corporation to prepare and publish such revisions which is before Council; and

WHEREAS, this revision will update the Codified Ordinances from its last update, by Ordinance C-16-11, to July 1, 2013, and update amendments from the Ohio Revised Code to Dec. 31, 2012; and

WHEREAS, an emergency exists for the preservation of the public peace, health and safety of the Municipality and its inhabitants for the reason that there is an imperative necessity for the earliest publication and distribution of current Replacement Pages to the officials and residents of the Municipality, so as to facilitate administration, daily operation and avoid practical and legal entanglements.

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

SECTION 1. The ordinances of the City of Grove City, Ohio, of a general and permanent nature, as revised, re-codified, rearranged and consolidated into component codes, titles, chapters and sections within the 2013 Replacement Pages to the Codified Ordinances are hereby approved and adopted by reference as if set out in its entirety.

SECTION 2. Such Supplement shall be deemed published as of the day of its adoption and approval by this Council and the Clerk of Council is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the office of the Clerk of Council.

SECTION 3. For purposes stated in the preamble, this ordinance is hereby declared an emergency measure and shall take immediate effect.

\_\_\_\_\_  
Ted A. Berry, President of Council

Passed:

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

Effective:

Attest:

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

Date: 11/12/13  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan Comm  
Approved: \_\_\_\_\_  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No.: C-76-13  
1st Reading: 11/18/13  
Public Notice: 11/21/13  
2nd Reading: 12/02/13  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-76-13

### AN ORDINANCE TO ACCEPT THE PLAT OF MEADOW GROVE ESTATES SECTION 3, PART 1

---

WHEREAS, Meadow Grove Estates, Section 3, Part 1, a subdivision containing lots 62 to 79 inclusive, has been submitted to Council for their consideration.

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

**SECTION 1.** The Plat of Meadow Grove Estates, Section 3, Part 1 situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 6840, containing 6.40 acres of land, more or less. Said 6.40 acres being part of those tracts of land conveyed to Rockford Homes, Inc, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

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

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

\_\_\_\_\_  
Ted A. Berry, President of Council

Passed:  
Effective:

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

Attest:

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

I Certify that this ordinance  
is correct as to form.

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

Date: 11/12/13  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan Comm  
Approved: \_\_\_\_\_  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No.: C-77-13  
1st Reading: 11/18/13  
Public Notice: 11/21/13  
2nd Reading: 12/02/13  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## **ORDINANCE C-77-13**

### **AN ORDINANCE TO ACCEPT THE PLAT OF MEADOW GROVE ESTATES SECTION 4, PHASE A**

---

WHEREAS, Meadow Grove Estates, Section 4, Phase A, a subdivision containing lots 80 to 89 inclusive, has been submitted to Council for their consideration.

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

**SECTION 1.** The Plat of Meadow Grove Estates, Section 4, Phase A situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 6840, containing 3.753 acres of land, more or less. Said 3.753 acres being part of those tracts of land conveyed to Rockford Homes, Inc, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

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

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

\_\_\_\_\_  
Ted A. Berry, President of Council

Passed:  
Effective:

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

Attest:

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

I Certify that this ordinance  
is correct as to form.

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

Date: 11/12/13  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: CR-52-13  
1st Reading: 11/18/13  
Public Notice: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION NO. CR-52-13

### A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR MARRIOTT COURTYARD LOCATED NORTH OF BUCKEYE PLACE AND WEST OF PARKWAY CENTER DRIVE

---

WHEREAS, on November 5, 2013, the Planning Commission recommended approval of the Development Plan for the Marriott Courtyard, with the following stipulations:

1. Signage on the north and south elevations shall be individually mounted channel letters on backer board;
2. Parking lot landscape islands shall adhere to Code requirements;
3. The north parking lot drive aisle shall be widened from 22' to 24' to accommodate fire truck circulation.

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

SECTION 1. This Council hereby accepts the Development Plan for the Marriott Courtyard located North of Buckeye Place and West of Parkway Center Drive, contingent upon the stipulations set by Planning Commission.

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

\_\_\_\_\_  
Ted A. Berry, 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: 11/12/13  
Introduced By: Ms. KMcGraw  
Committee: Lands  
Originated By: City Clerk  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No. : CR-53-13  
1st Reading: 11/18/2013  
Public Notice: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION NO. CR-53-13

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.031 OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN BE FURNISHED TO 1.010 ACRES LOCATED AT 2402 & 2388 WHITE ROAD IN JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

---

WHEREAS, a petition to annex 1.010+ acres located at 2402 & 2388 White Road, in Jackson Township to the City of Grove City and signed by Gerald L & Anna McKnight and Michael A. Metzger, was filed with the Board of County Commissioners of Franklin County, Ohio; and

WHEREAS, a hearing on this petition is scheduled before the Board of County Commissioners of Franklin County; and

WHEREAS, Section 709.031 of the Ohio Revised Code requires that the legislative authority of the municipality to which the annexation is proposed adopt a statement indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon its annexation.

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

SECTION 1. Upon its annexation to the City of Grove City, the 1.010+ acres located at 2402 & 2388 White Road, proposed for annexation by Gerald L. & Anna McKnight and Michael A. Metzger, will receive the following municipal services from the City of Grove City:

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Fire:                   | Jackson Township will continue to provide Fire protection.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Police:                 | The City of Grove City, Police department, will provide police protection.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Water:                  | The City of Grove City has a water service area contract with the City of Columbus, and the subject property is within the service area. Conditional on the ability of the City of Columbus to provide water, the City of Grove City will have the ability to service this area. It is understood that all water line extensions are the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.                                                             |
| Sanitary Sewer:         | The City has a written service area contract with the City of Columbus and the subject property is within the service area. Conditioned on the ability of the City of Columbus to provide sufficient sewage disposal capacity, the City of Grove City will have the ability to service the area. It is understood that all extensions of the sanitary sewer service is the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.                           |
| Solid Waste Collection: | Subject property is now serviced by and will continue to be serviced by a publicly bid contract for solid waste and recycling services.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Zoning:                 | In accordance with Section 1139.05(a) the Codified Ordinances of Grove City, Ohio, all annexed territory zoned under County or Township zoning shall be classified at the most comparable district of the Grove City Zoning Code, unless otherwise requested by the petitioner and approved by the City Council at which time a buffer will be required if the requested zoning classification is clearly incompatible with uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the territory is to be annexed. |

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

---

Ted A. Berry, President of Council