

**GROVE CITY, OHIO COUNCIL  
LEGISLATIVE AGENDA**

***November 17, 2014***

***6:30 Caucus***

***7:00 – Reg. Meet.***

**FINANCE: Mr. Bennett**

- Ordinance C-66-14 Authorize the City Administrator to enter into a Lease Agreement with the Town Center Inc., for space at 3378 Park Street. First reading.
- Ordinance C-67-14 Authorize the City Administrator to enter into a Modified Agreement with the South West Public Library regarding the relocation of the library and redevelopment of the current Library site in accordance with the Pizzuti Concept Plan. First reading.
- Ordinance C-68-14 Appropriate \$885,000.00 from the Sewer Fund for the Current Expense of Rehabilitation of Aging and Deteriorated Sanitary Sewers. First reading.
- Resolution CR-64-14 Supporting the Memorandum of Understanding with Pizzuti Companies.

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**SAFETY: Mr. Davis**

- Ordinance C-69-14 Amend Various Sections of Chapter 1411 to Adopt the 2015 International Property Maintenance Code by Reference with certain Administrative and Technical Amendments to suit the particular needs of Grove City. First reading.
- Ordinance C-70-14 Amend Various Sections of Chapter 513 titled Drug Abuse Control of the Codified Ordinances of Grove City, Ohio. First reading.

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**LANDS: Ms. Klemack-McGraw**

- Ordinance C-71-14 Approve the Plat for Harrisburg Pike, Columbus Street and Alley located at 3959 – 3963 Broadway. First reading.
- Ordinance C-72-14 Approve the Special Use Permit for a Drive-Thru for Kroger Company located at 5965 Hoover Road. First reading.
- Ordinance C-73-14 Approve the Rezoning of 4.65 acres located at 2500 Home Road from SF-1 to SF-2. First reading.
- Ordinance C-74-14 Approve the Rezoning of 4170 – 4174 Broadway from PSO to A-1. First reading.
- Ordinance C-75-14 Approve the Rezoning of 1.804 acres located at 4126 Haughn Road from A-1 to SD-1. First reading.
- Resolution CR-66-14 Approve the Development Plan for G. C. Dollar General located at 3065 Broadway.
- Resolution CR-67-14 Approve the Development Plan for Kroger Store N842 located at 5965 Hoover Rd.
- Resolution CR-68-14 Approve an Amendment to Subarea “A” of the Development Plan for the Pinnacle Club of Grove City, as approved by Res. CR-24-04.
- Resolution CR-69-14 Approve the Preliminary Development Plan for Lamplighter Senior Village II located South of Lamplighter Dr. and East of Buckeye Parkway.
- Resolution CR-70-14 Approve a Sign Request for Sylvan Learning located at 3330 Park Street in the HPA
- Resolution CR-71-14 Approve a Sign Request for Perini Insurance Agency located at 3886 Broadway in the Historical Preservation Area.
- Resolution CR-72-14 Municipal Services that can be provided to a 0.981 acre parcel located at 4338 Hoover Road upon its Annexation to the City of Grove City.

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**ON FILE: Minutes of: Nov. 03, 2014 –Council Meeting; Nov. 04, 2014 – Plan. Comm.**

Date: 11/10/14  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mr. Smith  
Approved: Mr. Boso  
Emergency: 30 Days: XX  
Current Expense:

No.: C-66-14  
1st Reading: 11/17/14  
Public Notice: 11/21/14  
2nd Reading: 12/01/14  
Passed:  Rejected:   
Codified:  Code No:   
Passage Publication:

## ORDINANCE C-66-14

### AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH GROVE CITY TOWN CENTER, INC. FOR SPACE AT 3378 PARK STREET

WHEREAS, in 2009 this Council approved a multi-year lease agreement with various organizations for the Former Huntington Bank Building located at 3378 Park Street; and

WHEREAS, the Grove City Town Center, Inc. wishes to renew their lease for an additional four (4) year term; and

WHEREAS, because the 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 Grove City Town Center, Inc. for space located at 3378 Park Street as set forth in Exhibit "A".

SECTION 2. This Ordinance shall take effect at the earliest date permitted 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-66-14  
Exhibit A  
**ADDENDUM TO LEASE AGREEMENT**

This Addendum to the Lease Agreement ("Addendum") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between City of Grove City ("Landlord") and Grove City Town Center Inc., an Ohio non-profit corporation ("Tenant").

**W I T N E S S E T H:**

WHEREAS, Landlord and Tenant entered into a certain Lease Agreement (the "Lease"), dated June 29, 2009, for the building located at 3378 Park Street, Grove City, Ohio ("Property"); and

WHEREAS, Landlord and Tenant desire to extend the lease for an additional five year term; and

WHEREAS, with all the different tenants utilizing the Property, it has become necessary to adopt rules governing the use of the Property and designate one person and/or group to oversee the day to day operations at the Property; and

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

1. By virtue of this Addendum, the Parties agree that the Landlord shall adopt, at its sole discretion, rules governing the use of the Property. Landlord reserves the right to amend the rules during the Term of this Agreement including any extensions thereof. Not less than Fifteen (15) days prior to the adoption or amendment of the rules, the proposed rules and/or amendments shall be circulated to the Tenant for comments.
2. Landlord shall designate one person and/or group to serve as the building coordinator for the Property. The designee shall be chosen in the City's sole discretion and may or may not be a Tenant. The designee shall be solely responsible for coordinating and overseeing the day to day operation of the Property and serving as a liaison with the City of Grove City regarding the Property.
3. This Addendum shall be effective upon execution and shall be effective for a period not to exceed Four (4) years.
4. In the event of a conflict between the terms and conditions of this Addendum and the terms and conditions of the Lease, the terms and conditions of this Addendum shall prevail. All other terms, covenants and conditions of the Lease shall remain in full force and effect.
5. The remainder of the terms and conditions of the original lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum effective the date set forth above.

Signed and acknowledged in the presence of:

The City of Grove City  
**Landlord**

Grove City Town Center Inc.  
**Tenant**

\_\_\_\_\_  
Charles W. Boso, Jr.  
City Administrator

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

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

Approved as to form:

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

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Date: 11/10/14  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mayor Stage  
Approved: \_\_\_\_\_  
Emergency: 30 Days: XX  
Current Expense: \_\_\_\_\_

No.: C-67-14  
1st Reading: 11/17/14  
Public Notice: 11/21/14  
2nd Reading: 12/01/14  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-67-14

### AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A MODIFIED AGREEMENT WITH THE SOUTHWEST PUBLIC LIBRARY REGARDING THE RELOCATION OF THE LIBRARY AND REDEVELOPMENT OF THE CURRENT LIBRARY SITE IN ACCORDANCE WITH THE PIZZUTI CONCEPT PLAN

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WHEREAS, on November 19, 2012 Pizzuti presented a concept plan to City Council that included the relocation of the library and redevelopment of the current library site; and

WHEREAS, on December 17, 2012 Council passed Resolution CR-45-12 which endorsed the concept plan and encouraged Pizzuti to move forward with development in accordance with the plan; and

WHEREAS, on February 4, 2013 Council passed Resolution CR-06-13 which approved the preliminary outline of the financial terms associated with the the relocation of the library and redevelopment of the current library site in accordance with the Pizzuti concept plan; and

WHEREAS, on April 9, 2013 the Library Board approved a general outline of the financial terms associated with the the relocation of the library and redevelopment of the current library site in accordance with the Pizzuti concept plan; and

WHEREAS, on May 6, 2013 Council passed Ordinance C-28-13 approving an agreement with the Library; and

WHEREAS, following approval of C-28-13 Council passed Resolution CR-42-14 which endorsed the realignment of Columbus Street and Mill Street and established a general layout of the new library site; and

WHEREAS, on September 24, 2014 the Planning Commission recommended approval of a preliminary development plan for the Library; and

WHEREAS, on October 6, 2014 Council approved the preliminary development plan for the Library; and

WHEREAS, this modified agreement outlines the terms and conditions for the development of the Library in a manner that is consistent with the realignment of Columbus Street and Mill Street and in accordance with the preliminary development plan previously approved by this Council.

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

SECTION 1. The City Council hereby approves the financial terms associated with the relocation of the library and redevelopment of the current library site attached hereto as Exhibit A.

SECTION 2. The City Council hereby authorizes the City Administrator to execute an agreement with the Southwest Public Library upon the terms and conditions in Exhibit A.

SECTION 3. While the financial terms of the agreement have been finalized, City Council recognizes that additional changes may be necessary in order to finalize the 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 4. 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-67-14  
Exhibit "A"

## **DEVELOPMENT AGREEMENT**

This **DEVELOPMENT AGREEMENT** (this "**Agreement**") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between **SOUTHWEST PUBLIC LIBRARIES**, a school district public library organized and existing under Chapter 3375 of the Ohio Revised Code (the "**Library**"), whose address is 3359 Park Street Grove City, Ohio 43123, and the **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 (the "**City**"), whose address is 4035 Broadway, Grove City, Ohio 43123. The City and the Library may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

## **BACKGROUND INFORMATION**

A. On April 1, 2013, the Council for the City approved, by Ordinance C-19-13, the purchase agreement for the following tracts of improved and unimproved real property located in downtown Grove City: (1) 3951 Broadway known as Franklin County Auditor's Tax Parcel Number 040-000131; and (2) 3959 - 3963 Broadway known as Franklin County Auditor's Tax Parcel Number 040-000236 ("Site"). The City has closed on the purchase of the Site and taken title thereto. The Site, along with other parcels previously acquired or in the process of being acquired by the City as shown on **Exhibit A**, on the sheet entitled "Preliminary Development Plan", dated September 19, 2014, Sheet 2/4 by EMH&T, shall collectively be known as the "**Future Library Site**."

B. The overall site and plan for the Future Library Site is set forth, along with the details in Exhibit A hereto, in the plan entitled "GROVE CITY LIBRARY – SITE PLAN", dated September 25, 2014, by MKSK Landscape Architecture + Urban Planning; Braun & Steidl Architects; and HBM Architects, a copy of which is attached hereto and incorporated herein as **Exhibit B**, and referred to herein as the "**Preliminary Development Plan**". The legal description for the real property for the site of the Preliminary Development Plan is attached hereto as **Exhibit C**.

C. Both the City, through the Grove City Planning Commission's approval of the Preliminary Development Plan on September 24, 2014, and through City Resolution CR-55-14 passed during the City's Council meeting on October 6, 2014; and the Library, through its Board meeting on October 13, 2014, have approved the Preliminary Development Plan, and both have agreed to design and construct a new library on the Future Library Site in accordance with the Preliminary Development Plan.

D. The new library shall be approximately Forty Eight Thousand (48,000) square feet and shall be constructed in a manner consistent with and of a similar character and quality of other buildings located in downtown Grove City and as approved by City Council ("**New Library**").

E. In addition to the New Library, the construction shall include certain public improvements on the Future Library Site including, but not be limited to, landscaping, streetscape features, planters, sidewalks, benches, parking areas with a minimum of 86 public parking spaces, access ways, and curb cuts, all of which shall be constructed in a manner

consistent with the character and quality of other buildings and improvements located in downtown Grove City and as approved by City Council. The Future Library Site, exclusive of the area occupied by the New Library building footprint, is hereinafter referred to as the “**Public Areas.**”

F. At Finance Closing (as hereinafter defined), the City and the Library shall enter into a lease/purchase agreement for the Future Library Site, in substantially the same form as the Lease/Purchase Agreement attached hereto as **Exhibit D** (the “Lease/Purchase Agreement”), under which the Parties will outline possession, lease payments, and turn over events for the New Library.

## **STATEMENT OF AGREEMENT**

NOW THEREFORE, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Library hereby agree to the foregoing Background Information, which is expressly incorporated into this Statement of Agreement as though fully set forth herein, and agree as follows:

## **ARTICLE I** **DESIGN AND CONSTRUCTION**

1. Design. The Library shall have complete control over the design and layout of the interior of the New Library, including the furniture, furnishings, fixtures, shelving, and equipment. The City and the Library have selected Braun & Steidl Architects; and HBM Architects as the Architects for the New Library (collectively, the “**Architect**”), and the City shall be responsible for contracting with the Architect for the New Library and be responsible for paying the Architect’s fees. The City shall be responsible for entering into, consistent with applicable law (including applicable requirements for bidding and contract award), such contracts as are necessary to cause the construction of the New Library, consistent with the Construction Drawings, as defined herein.

2. Description and Payment of Preconstruction and Construction Services. The City shall be responsible, at its sole cost and expense, for any and all necessary preconstruction and site investigations including, but not limited to, subsurface investigations and tests, evaluation of environmental conditions, permitting, and development work for: (a) the site development, engineering, design, and construction of the New Library, subject to the Library’s rights and obligations in connection with the Design, as set forth in Paragraph 1 of this Article 1; and (b) the design and construction of the public improvements in the Public Areas as detailed in the Preliminary Development Plan. The City shall also be responsible for administering, overseeing and coordinating all aspects of the bidding and construction of the New Library in conformance with all applicable laws, including prevailing wage. Prevailing wage statements and other information shall be provided to the Library.

3. Final Development Plan. The City and the Library acknowledge that the while a Preliminary Development Plan has been approved by each of the Parties; the Final Development Plan (“**Development Plan**”) has yet to be submitted for consideration in the planning and zoning process and that minor changes may occur in the planning process once final architecture and

engineering it completed in the project. The City and the Library agree that the Development Plan, including any and all changes from the Preliminary Development Plan, is subject to the Library's approval, and that if the Development Plan is not approved, at the Library's sole discretion, the Library shall have the right to terminate this Agreement and shall have no further obligations to the City under this Agreement or the Lease/Purchase Agreement.

4. Construction Drawings. Unless otherwise agreed to in writing by the City and Library, within One Hundred and Eighty (180) days after (i) the full execution of this Agreement, and (ii) the City providing all necessary information related to site investigations, subsurface investigations and tests, evaluation of environmental conditions, permitting, and development work for the New Library, the Library shall submit detailed construction drawings for the New Library ("**Construction Drawings**") to the City for review and approval, which shall not be unreasonably withheld. The City shall retain all common law, statutory and other reserved rights, including copyrights, with respect to the Construction Drawings, but only to the extent the Architect agrees to transfer such ownership rights. The Library shall be granted a license by the City and the Architect to use the Construction Drawings for purposes of constructing, using, maintaining, altering, and adding to the New Library during the term of the Lease/Purchase Agreement. Upon termination of the Lease/Purchase Agreement, any and all rights held by the City with respect to the Construction Drawings shall be transferred to the Library.

4. Construction of Town Center Work. Within forty-five (45) days following receipt of the Construction Drawings, or such other period of time as may be agreed to in writing by the City and the Library, the City shall commence construction of the Town Center Work, which the City shall diligently pursue to completion no later than Eighteen (18) months thereafter.

5. Library's Right to Terminate. The Library shall be allowed to terminate this Agreement if (i) the City fails to construct the New Library as described and contemplated in the **Development Plan**; (ii) the City fails to secure property rights sufficient to allow at least 86 public parking spaces on the Future Library Site, subject to the terms of Article I, Paragraph 7 below; or (iii) the City fails to complete construction of the New Library as described and contemplated in the **Development Plan** within three (3) years of the date of this Agreement. Upon the Library's termination of this Agreement, the Library shall have no further obligations to the City under this Agreement or the Lease/Purchase Agreement.

6. Nothing herein shall prohibit the use of the Design-Build project delivery system as provided for in Chapter 139 of the Grove City Codified Ordinances. If the Parties mutually agree to utilize the Design-Build project delivery system for the New Library, these provisions shall be modified accordingly.

7. Parking. As set forth herein, both the City and the Library have approved the Preliminary Development Plan for the New Library which shows 86 parking spaces. Acknowledging the fact that the Development Plan has not been approved, the Parties agree that the Future Library Site shall have at least 86 parking spaces. The City agrees that the Library shall have at least six (6) parking spaces for the Library's sole and exclusive use. All other spaces shall be public parking spaces. Any restrictions, lot closure, or use of the parking spaces for exclusive events or non-parking purposes on the Future Library Site must be mutually agreed

to, in writing, by the City and the Library. Notwithstanding any provision herein, the Library shall have the right to remove and/or tow any vehicle that is left on the Future Library Site for more than Twenty Four (24) consecutive hours.

## **ARTICLE II**

### **COSTS AND PAYMENTS**

1. Town Center Work. The total estimated cost for the Town Center Work is approximately Seventeen Million Dollars (\$17,000,000) (“**Total Cost**”). The City shall be responsible to pay the entire Total Cost, including any increases or costs above the Total Cost, subject to (i) reimbursement by the Library as provided herein; and (ii) the Library’s responsibility for certain increases as provided herein. The Total Cost is categorized as follows:

- (a) Design, construction, and furnishing of the New Library. It is estimated that the New Library, including design, construction, furniture, furnishings, shelving, and equipment, will cost approximately Ten Million Eight Hundred Thousand Dollars (\$10,800,000) (“Initial New Library Estimate”); and
- (b) Public Areas. It is estimated that the Public Areas, which shall include a minimum of 86 parking spaces immediately adjacent to the New Library, and other expenses including, but not limited to, land acquisition, parking area, professional fees, demolition and new and/or relocated utilities will cost approximately Five Million Two Hundred Thousand Dollars (\$5,200,000).

2. Cost Increases and Change Orders.

- (a) Costs and Changes by the City. The City shall be responsible for any increases in costs associated with the Public Areas, including any additions, deletions, or other modifications to the public improvements in the Public Areas as the City determines necessary or desirable in the City’s sole discretion, to the extent such increases cause the Total Cost to exceed Sixteen Million Dollars (\$16,000,000). The City, at its sole discretion, may elect to either finance or pay for any increases or changes; provided, however, that neither the New Library nor the Public Areas shall be mortgaged or otherwise used as collateral for financing the cost of such increases or changes unless approved in advance by the Library in writing.
- (b) Costs and Changes by the Library. The Library shall be responsible for any increases in costs if the Library, after the completion of the Construction Drawings, requests changes to the interior of the New Library or the fixtures, furniture, and equipment, including any additions, deletions, or other modifications made by the Library, to the extent such changes, additions, deletions or modifications cause the Total Cost to exceed Sixteen Million Dollars (\$16,000,000). After the City has received and approved the Construction Drawings, the New Library plans may be

modified by the Library only with the prior written consent of the City, which shall not be unreasonably withheld or delayed. If the Library desires to revise the Construction Drawings, the Library shall submit to the City a written change order describing the proposed change, the reason therefor, and an estimate of the costs to accommodate such change order. All change orders submitted by the Library to the City shall be approved by the City in writing prior to the commencement of any work relating to such change order, and such approval shall not be unreasonably withheld or delayed. The Library's payment of any such change order costs or expenses shall be made via reimbursement to the City under the same schedule or period required by the construction or design-build agreement(s), as applicable, or as otherwise agreed by the City and the Library. The Library, at its sole discretion, may elect to either finance or pay for any such increases or changes.

- (c) Other Costs and Changes. If changes to the structure or exterior of the New Library, or to any area other than the interior of the New Library or the Public Areas, cause the Total Cost to exceed Sixteen Million Dollars (\$16,000,000), the City and the Library shall each be responsible for fifty percent (50%) of such excess. The City and the Library, each at their sole discretion, may elect to either finance or pay for its portion of any such excess; provided, however, that neither the New Library nor the Public Areas shall be mortgaged or otherwise used as collateral for financing the cost of such increases or changes unless approved in advance by the Library in writing.

3. Payment of Funds. Subject to the Library's termination rights under this Agreement, the Library shall reimburse the City Four Million Five Hundred Thousand Dollars (\$4,500,000.00) of the Total Cost, payable as follows: (a) a credit in the amount of the Purchase Price as consideration for transfer of title to the Current Library Site, as described below; (b) One Million Dollars (\$1,000,000), due on the approval of the Development Plan; and (c) One Million Dollars (\$1,000,000), due the first business day after the Library takes full possession and beneficial occupancy of the New Library. These credits and payments shall be applied solely to the Total Cost. In the event that the construction of the New Library does not move forward for whatever reason within one (1) year following the approval of the Development Plan, the Library shall be entitled to a refund of its One Million Dollars (\$1,000,000) payment within thirty (30) days of such date.

### ARTICLE III FINANCING

1. City Securities. The Parties agree that Nine Million Five Hundred Thousand Dollars (\$9,500,000) ("**Amount Financed**") of the Total Cost will be paid by the City; *provided, however,* and notwithstanding any other provision herein to the contrary, the Parties acknowledge and further agree that the City does not have sufficient monies currently available to pay such amount and that the City will need to issue securities ("**City Securities**") in sufficient amount to provide for the Amount Financed which will be applied towards the Total

Cost. The City anticipates that the City Securities will be issued with a maximum term of thirty (30) years with an estimated average annual interest rate of 3.75%, which will result in an approximate average annual debt service payment (averaged over 30 years) of Five Hundred Thirty Thousand Dollars (\$530,000). The estimated schedule for the issuance of the City Securities ("Financing Schedule") is set forth on **Exhibit E**. The City represents that it currently has, not including the Amount Financed and the Library's cash contributions of \$2,000,000.00 as provided herein, sufficient funds to pay the balance of the Total Cost.

2. The Parties acknowledge and agree that the type and amount of the City Securities which the City may issue will be subject to the City's sole, reasonable determination. The City agrees that it will act in good faith and take such steps as are reasonably necessary to issue the City Securities. However, the Parties acknowledge and agree that (a) issuance of the City Securities is subject to legislative approval of City Council and the type(s) of the City Securities to be issued and the appropriate principal sizing thereof will be subject to the anticipated interest rates, the then current legal debt limitations of City and such other conditions in the public debt markets which may require an alternative approach or modification to the City Securities, all as shall be determined by the City in its sole, reasonable discretion and (b) the City shall be entitled to reasonably rely on consultations with the City's investment banking firm and bond counsel to determine the financing structure(s) for the City Securities that are in the best interest of the City, subject to the limits of the Library's obligations in paragraph 5 below of this Article III.

3. Finance Closing. The date on which the City obtains the Amount Financed shall be referred to herein as "Finance Closing."

4. Debt Service Payments. The City shall be solely responsible for all amounts due in connection with the Amount Financed and City Securities ("Debt Service Payments").

5. Limitations of Library's Obligations. In no event shall the Library have any obligations in connection with the Amount Financed, City Securities, or Debt Service Payments for (a) more than thirty (30) years after Finance Closing; or (b) more than Three Hundred Thousand Dollars (\$300,000) per year, unless agreed to in advance by the Library. In the event of any refunding or reduction of the City Securities or Debt Service Payments, the Library's obligation to pay rent shall be appropriately reduced by fifty percent (50%) of the refund or reduction.

6. Tax Covenants Relating to the City Securities. The Parties acknowledge that the City expects the interest on the City Securities will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended. The Library covenants that it will not take any action, or fail to take any action, with respect to any improvements financed with proceeds of the City Securities, to the extent such improvements are leased to the Library or otherwise under the direct control of the Library, if any such action or failure to take such action would adversely affect the exclusion from gross income of the interest on those City Securities under Section 103(a) of the Internal Revenue Code or cause the interest on those City Securities, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code.

7. Notice to the Library. As a condition precedent to Finance Closing and the further enforceability of this Agreement and the Lease/Purchase Agreement, the City, at least fourteen (14) days prior to Finance Closing, shall provide written notice to the Library of (i) the total Debt Service Payments; and (ii) the average annual Debt Service Payment, based on the aggregate debt service of all City Securities averaged over 30 years (the "Average Annual Debt Service Payment"). Notwithstanding any other provision of this Agreement or the Lease/Purchase Agreement to the Contrary, unless otherwise agreed to in advance by the Library, the Library shall not be required to pay greater than \$300,000.00 in rent in any year.

#### **ARTICLE IV**

#### **TRANSFER, POSSESSION AND LEASE OF CURRENT LIBRARY SITE**

1. Transfer of the Current Library Site; Purchase Price. Upon completion of (i) the New Library as required herein; (ii) the issuance of a final occupancy permit for the New Library; and (iii) the City's satisfaction of all other conditions under this Agreement, the Library shall transfer the Current Library Site, which is more particularly described in **Exhibit F**, to the City, in the "as-is" condition, by limited warranty deed, 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. The purchase price for the Current Library Site shall be Two Million Five Hundred Thousand Dollars (\$2,500,000) ("**Purchase Price**"). The Parties agree that the Purchase Price was determined by an Appraisal Report, ordered by the Library, dated October 2, 2012, and prepared by Samuel D. Koon & Associates, a copy of which has been provided to the City and the Library.

2. Personal Property in Current Library. The Library shall have the right, but not the responsibility, to remove furniture and equipment prior to transfer, and the City shall be responsible all furniture and equipment left behind by the Library.

#### **ARTICLE V**

#### **POSSESSION, LEASE, AND CONVEYANCE OF NEW LIBRARY**

1. Commencing on the date upon which the City issues applicable occupancy permits for the New Library, the Library shall be entitled to possession of the New Library under the Lease/Purchase Agreement. As part of the Lease/Purchase Agreement, at least 86 public parking spaces adjacent to the New Library shall be controlled to the extent permitted herein and maintained solely by the Library, and the Library shall take fee simple ownership of such parking places at the end of the Lease/Purchase Agreement.

2. While in possession, the Library shall be solely responsible for any and all costs of operation and/or maintenance including, but not limited to utilities, parking, and other expenses, but excluding the Public Areas, other than parking. In consideration for the Library's payment of rent under the Lease/Purchase Agreement, upon full repayment of the City Securities (or any securities of the City which may hereafter be issued to refinance the City Securities), or thirty (30) years after Finance Closing, whichever is earlier, the City shall convey marketable fee simple title of the New Library to the Library by a transferable and recordable limited warranty deed, in accordance with the terms of the Lease/Purchase Agreement.

3. Rent. The Library's annual base rent under the Lease/Purchase Agreement shall be fifty percent (50%) of the City's Average Annual Debt Service Payment, not to exceed \$300,000.00 per year. The Library's obligation to pay rent under the Lease/Purchase Agreement shall end, and the Library shall take title to the New Library, upon the earlier of (i) full repayment of the City Securities, or (ii) thirty (30) years after Finance Closing.

4. Operation. The Library will operate the New Library in accordance with its own Policies and Bylaws that govern provision of library service as adopted by the Library Board of Trustees and without interference by the City.

5. The City shall transfer ownership of at least 86 parking spaces to the Library at the end of the Lease/Purchase Agreement provided that at least 80 of the parking spaces remain open to the public.

6. The Library shall have sole control over the number and operation of public entrances into the New Library at all time.

## **ARTICLE VI**

### **REPRESENTATIONS AND WARRANTIES**

1. Warranties and Representations of the Library. In addition to any other representation or warranty contained in this Agreement, the Library hereby represents and warrants that the execution, delivery, and performance by the Library of this Agreement and the performance by the Library of the transactions contemplated hereunder are authorized under all applicable laws, rules, and regulations and have each been duly authorized by such persons or authorities as may be required, and on the Closing Date, the Library shall provide the City with a resolution, or other instrument, in form satisfactory to the Title Insurance Company, evidencing such authorization.

2. Warranties and Representation by the City. In addition to any other representation or warranty contained in this Agreement, the City hereby represents and warrants that the execution, delivery, and performance by the City of this Agreement and the performance by the City of the transactions contemplated hereunder are authorized under all applicable laws, rules, and regulations, and furthermore represents and warrants that on the Closing Date, the City shall provide the Library with a copy of an ordinance evidencing the City's authorization to enter into and perform this Agreement.

**ARTICLE VII**  
**MISCELLANEOUS PROVISIONS**

1. Notices. Any notice or other communication required or permitted to be given to a Party under this Agreement shall be in writing and shall be given by one of the following methods to such Party at the address set forth below: (i) by prepaid registered or certified U.S. mail, return receipt requested, (ii) hand delivery in person, or (iii) by a nationally recognized overnight courier. Any such notice shall be deemed to have been given upon receipt or refusal of receipt. Either Party may change its address for notice by giving written notice thereof to the other Party. The address of each Party for notice initially is as follows:

The Library: Southwest Public Library  
Attn: Mark M. Shaw, Director  
3359 Park Street  
Grove City, Ohio 43123

The City: City of Grove City  
Attn: Charles W. Boso, Jr., City Administrator  
4035 Broadway  
Grove City, Ohio 43123

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

3. Entire Agreement. This Agreement as may be hereinafter amended, constitutes the entire contract between the Parties, and may not be modified except by an instrument in writing signed by the Parties hereto and supersedes all previous agreements, written or oral, if any, of the Parties.

4. Time of Essence. Time is of the essence in all respects of this Agreement. All dates set forth in this agreement may be extended by mutual agreement of the Parties, and time shall be of the essence with respect to such extension.

5. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

6. Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.

7. Amendment. The terms and provisions of this Agreement may only be amended by a written agreement duly executed by both Parties. The City Administrator is hereby authorized to enter into and execute any non-material amendments to this Agreement and exhibits hereto.

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

9. No Partnership. Nothing contained in this Agreement shall be construed to make the Library and the City partners or joint venturers, or to render them liable for the debts or obligations of the other, except as otherwise expressly provided herein.

10. Third Party Contracts. It is the intent of the parties to this Agreement that all work relating to the Town Center Work shall be contracted through the City, and therefore, the City shall have full accountability for the completion of such work.

11. No Personal Liability. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation, or stipulation of any present or future public official, officer, director, member, agent or employee, as the case may be, of the City or of the Library in an individual capacity, and to the extent authorized and permitted by applicable law, no official or officer executing this Agreement on behalf of the City or the Library shall be liable personally under this Agreement.

12. No Waiver. No delay or omission by either Party to exercise any right or power accruing upon any failure of performance by the other Party under the provisions of this Agreement shall impair any such right or power, or shall be construed to be a waiver thereof. Any waiver by either Party of any breach of the covenants, conditions or agreements herein to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenants, conditions or agreements herein contained.

13. Compliance with Law. If the terms of this Agreement do not in any material respect comply with any present or future laws, ordinances or other regulations of any governmental authority with jurisdiction, then the City and the Library shall take such actions as are necessary to modify the terms of this Agreement such that the performance of this Agreement is in compliance with said laws, ordinances and other regulations.

14. Survival. The terms and conditions of this Agreement which are not performed as of the Closing shall survive the Closing and delivery of the Deed hereunder.

*(This Space Intentionally Left Blank – Signatures Appear on the Following Page)*

The City and the Library have hereunto subscribed their names on the day and year first aforesaid.

**SOUTHWEST PUBLIC LIBRARIES**

By: \_\_\_\_\_  
Mark M. Shaw, Director

**SOUTHWEST PUBLIC LIBRARIES**

By: \_\_\_\_\_  
Lisa Leasure, President of Board of Trustees

**CITY OF GROVE CITY, OHIO,**  
an Ohio municipal corporation

By: \_\_\_\_\_  
Charles W. Boso, Jr.  
City Administrator

Approved as to form:

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

**EXHIBIT SCHEDULE:**

EXHIBIT A: "Preliminary Development Plan", dated September 19, 2014, Sheet 2/4 by EMH&T

EXHIBIT B: GROVE CITY LIBRARY – SITE PLAN, dated September 25, 2014, by MKSK Landscape Architecture + Urban Planning; Braun & Steidl Architects; and HBM Architects

EXHIBIT C: Legal Description

EXHIBIT D: Lease/Purchase Agreement

EXHIBIT E: Financing Schedule

EXHIBIT F: Description of Current Library Site

## FISCAL OFFICER'S CERTIFICATE

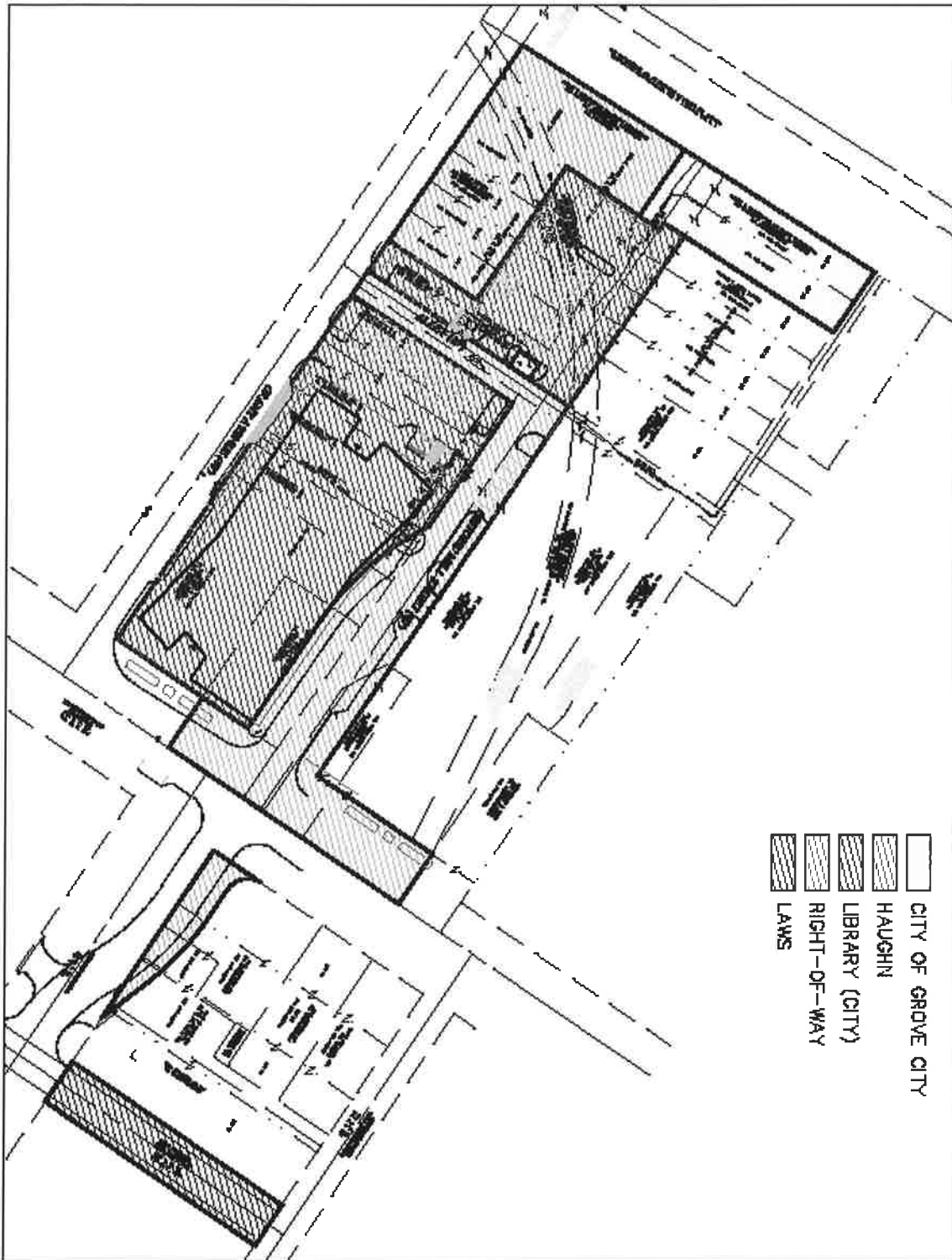
The undersigned, Director of Finance of the City under the foregoing Agreement, certifies hereby that the money required to meet the obligations of the City under the foregoing Agreement, except for such portion thereof to be provided through the issuance of the City Securities, have been appropriated 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: \_\_\_\_\_, 2014

---

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

## EXHIBIT "A"



Date: 11/10/14  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mr. C. Boso  
Approved: \_\_\_\_\_  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No.: C-68-14  
1st Reading: 11/03/14  
Public Notice: 11/06/14  
2nd Reading: 11/17/14  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-68-14

### AN ORDINANCE TO APPROPRIATE \$885,000.00 FROM THE SEWER FUND FOR THE CURRENT EXPENSE OF REHABILITATION OF AGING AND DETERIORATED SANITARY SEWERS

WHEREAS, the City has conducted extensive investigation of the sanitary sewer system within the older sections of town to clean and inspect sewers; and

WHEREAS this maintenance and investigation was completed to restore the capacity within the sanitary sewers which was affected by roots, debris or other obstructions; and

WHEREAS this investigation identified defects within the older sewer system, which included cracked, broken, and collapsed pipes, root intrusion, grit, offset joints, other deficiencies which affected the of the sewer system; and

WHEREAS the City has worked throughout 2014 to address the major deficiencies and propose these improvements included in this legislation to renew and rehabilitate the approximately 14,680 linear feet of sewer infrastructure; and

WHEREAS, the Consulting Engineer estimated the cost of this project to be \$1,152,941; and

WHEREAS, the City has existing funding from the 2014 Operating Budget of \$267,941 which were identified for sewer rehabilitation.

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

SECTION 1. There is hereby appropriated \$885,000.00 from the unappropriated monies of the Sewer Fund to Acct. # 502800.577000 for the renewal/rehabilitation of various sanitary sewer lines within the City.

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

\_\_\_\_\_  
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

Date: 10/28/14  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mayor Stage  
Approved:  
Emergency: 30 Days:  
Current Expense:

No.: CR-64-14  
1st Reading: 11/03/14  
Public Notice:  
2nd Reading:  
Passed: Rejected:  
Codified: Code No:  
Passage Publication:

*Postponed to 11-17-14*

## RESOLUTION CR-64-14

### A RESOLUTION SUPPORTING THE MEMORANDUM OF UNDERSTANDING WITH THE PIZZUTI COMPANIES

WHEREAS, in 2011, the City chose the Pizzuti as the "Developer of Choice" for redevelopment of the Town Center and the continued improvement, revitalization and development of the Town Center is a priority for the City; and

WHEREAS, on November 19, 2012 Pizzuti presented a concept plan to City Council that included the relocation of the library, redevelopment of the current library site, relocation of City Hall, redevelopment of the current City Hall site, the addition of a park on the former lumberyard site and a new residential development; and

WHEREAS, on August 26, 2013 Pizzuti presented a revised concept plan to City Council that included relocation of City Hall, redevelopment of the current City Hall building and site, the addition of green space in and around the present City Hall site and a new residential development; and

WHEREAS, on September 3, 2013 Council enacted Resolution CR-42-13 which endorsed the Pizzuti Project; and

WHEREAS, the Pizzuti Project will result in an approximately Nineteen Million Dollar (\$19,000,000) total investment on the former lumberyard site and surrounding area; and

WHEREAS, the anticipated TIF proceeds from the Pizzuti Project will used to benefit the Town Center including the new library project.

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

SECTION 1. This Council hereby supports the Memorandum of Understanding and the general financial terms outlined in the Memorandum Of Understanding for the relocation of City Hall, redevelopment of the current City Hall building and site, the addition of green space in and around the present City Hall site and a new residential development previously supported in Resolution CR-42-13.

SECTION 2. This resolution 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

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF GROVE CITY AND THE PIZZUTI COMPANIES**

This Memorandum of Understanding (this "Memorandum") is entered into and effective as of this \_\_\_\_ day of November, 2014 by and between the City of Grove City, 4035 Broadway, Grove City, Ohio 43123 ("City"), and The Pizzuti Companies ("Pizzuti"), Two Miranova Place, Suite 220, Columbus, Ohio 43215 (hereinafter individually referred to as a "Party" and collectively referred to as the "Parties"). This Memorandum is intended to document the Parties' intentions with regard to the redevelopment of the current City Hall/former Lumberyard site and related public improvements.

**RECITALS**

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

WHEREAS, the continued improvement, revitalization and development of the Town Center is a priority; and

WHEREAS, the City proactively commissioned studies from developers to assist in developing plans and strategies for redevelopment of the Town Center; and

WHEREAS, in 2011, the City chose the Pizzuti as the "Developer of Choice" for redevelopment of the Town Center; and

WHEREAS, on November 19, 2012 Pizzuti presented a concept plan to City Council that included the relocation of the library, redevelopment of the current library site, relocation of City Hall, redevelopment of the current City Hall site, the addition of a park on the former lumberyard site and a new residential development; and

WHEREAS, on August 26, 2013 Pizzuti presented a revised concept plan to City Council that included relocation of City Hall, redevelopment of the current City Hall building and site, the addition of green space in and around the present City Hall site and a new residential development; and

WHEREAS, on September 3, 2013 Council enacted Resolution CR-42-13 which endorsed the revised concept plan presented by Pizzuti on August 26, 2013; and

WHEREAS, the City and the Southwest Public Libraries have entered into an Agreement for the relocation of the library (with Pizzuti serving as the Owners Representative for the City); and

WHEREAS, Pizzuti wishes to move forward with the redevelopment of the current City Hall/former Lumberyard site and related public improvements.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the Parties agree as follows:

**I. General Provisions**

**A. Non-Binding Agreement.**

**THIS MEMORANDUM IS NOT INTENDED TO AND SHALL NOT BE DEEMED TO BE A BINDING CONTRACT OR AN OFFER TO ENTER INTO A CONTRACT, AND WILL NOT CREATE ANY RIGHT OR OBLIGATIONS BASED ON ANY LEGAL OR EQUITABLE THEORY INCLUDING THE RIGHT TO CONTINUE ANY NEGOTIATIONS; IT BEING UNDERSTOOD THAT THE PROPOSED TERMS SET FORTH HEREIN ARE ALSO NON-BINDING AND SUBJECT TO CHANGE.**

**B. Purpose.** The purpose of this Memorandum is to outline the basic terms and conditions for several projects, both public and private, in the Town Center area.

**C. Scope.** The overall scope of this project includes the following (collectively referred to as the "Project"):

1. Development of a 120-unit multi-family project (Private Improvement);
2. Renovation of the existing City Hall with a first floor conversion to commercial retail use (Public Improvement) (Note: Following conclusion of Project, the City will retain ownership of City Hall);
3. Construction of a walkway to the Library from the current City Hall location (Public Improvement);
4. Construction of a new plaza within the Town Center (Public Improvement);
5. Construction of the Park St. parking lot (Public Improvement);
6. Relocation of Veteran's Memorial monument (Public Improvement); and
7. Potential acquisition and demolition of needed properties (Public Improvement).

Following conclusion of the Project, the City shall retain ownership of all of the Public Improvements. The City retains oversight responsibility for the construction of all of the Public and Private Improvements.

**D. Relation to Other Projects.** As set forth in the Recitals, Pizzuti is currently serving as the City's Owners Representative on the relocation of the library. The Parties agree that this Project is completely independent of the relocation of the Library so long as the library is relocated onto the property on Broadway previously agreed to by the City and the Southwest Public Libraries. Pizzuti specifically acknowledges that the current study of the Columbus Street extension has absolutely no bearing or impact on the Project or the feasibility of the Project as set forth herein. The acknowledgements set forth in this Section are not subject to Section (I)(A) and are binding on the Parties.

**II. Pizzuti Responsibilities.** Pizzuti shall be responsible for the following:

- A. Developing the underwriting models for the City Hall renovation and 120-unit multi-family development.
- B. Funding the Private Improvement (this does not include any TIF proceeds that may be used to fund the Private Improvement).
- C. Mobilizing and coordinating public and private capital investment into the Project through all available equity and debt sources.

- D. Directing and coordinating the appropriate consultants on the design of the Project.
- E. Complete the design and construction of the Private Improvement, subject to approval by the City.
- F. Providing guaranty(s) required by the construction lender.
- G. Following completion of the Project, providing all leasing and property management duties for City Hall after its conversion to a commercial building. Such responsibilities shall include the collection and distribution of rent payments due to the City for commercial space in the redeveloped City Hall.
- H. At the sole discretion of the City and upon terms and conditions agreed to by the Parties, Pizzuti may serve as the City's Owners Representative on:
  - 1. The Public Improvements listed herein (excluding those already contemplated to be covered by Grove City's 2014-2015 capital improvement funds); and/or
  - 2. The design, construction and renovations of City Hall.

### **III. City Responsibilities**

- A. Funding the Public Improvements.
- B. Subject to the approval of City Council, establishing a Tax Increment Financing (TIF) District on the former Lumberyard Site.
- C. Subject to the approval of City Council, execute all necessary agreements and documents required to advance the project including, but not limited to, the designation of the TIF project area and the TIF Agreement.
- D. Subject to the approval of City Council, assist in obtaining any lot splits and/or the vacation of the alleyway on the former Lumberyard Site.
- E. Following completion of the Project, provide space in the re-developed City Hall for a leasing office and other supportive requirements for the multi-family project.

### **IV. Anticipated Costs/Funding.**

- A. As part of this Project, Pizzuti acknowledges and agrees that it will **NOT** request a real estate tax abatement on the Private Improvement. The Private Improvement shall be eligible for TIF funding.
- B. The estimated costs are as follows:
  - 1. Development of a 120-unit multi-family project (Private Improvement) – \$16,493,000. (\$12,093,000 from Pizzuti and \$4,400,000 of TIF proceeds.)
  - 2. Renovation of the existing City Hall with a first floor conversion to commercial retail use (Public Improvement) - \$930,000 (from TIF proceeds).

3. Construction of a walkway to the Library from the current City Hall location (Public Improvement) - \$220,000.
4. Construction of a new plaza within the Town Center (Public Improvement) - \$265,000.
5. Construction of the Park St. parking lot (Public Improvement) - \$329,000.
6. Relocation of Veteran's Memorial monument (Public Improvement) - \$25,000.
7. Potential acquisition and demolition of needed properties (Public Improvement) - \$790,000.

|    |                                  |               |                    |
|----|----------------------------------|---------------|--------------------|
| C. | Total Estimated Cost of Project: | Pizzuti:      | \$12,093,000       |
|    |                                  | TIF Proceeds: | \$5,330,000        |
|    |                                  | <u>City:</u>  | <u>\$1,629,000</u> |
|    |                                  | Total:        | \$19,052,000       |

Note: The City costs do not include an offset for any future revenue from the leasing of the redeveloped City Hall site.

**City of Grove City**

**The Pizzuti Companies**

\_\_\_\_\_  
Charles W. Boso, Jr.  
City Administrator

\_\_\_\_\_  
William J. Brennan  
Executive Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Law Director, City of Grove City

Date: 11/10/14  
Introduced By: Mr. Davis  
Committee: Safety  
Originated By: Mr. M. Boso  
Approved: Mr. C. Boso  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No.: C-69-14  
1st Reading: 11/03/14  
Public Notice: 11/06/14  
2nd Reading: 11/17/14  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-69-14

AN ORDINANCE TO AMEND VARIOUS SECTIONS OF CHAPTER 1411  
TO ADOPT THE 2015 INTERNATIONAL PROPERTY MAINTENANCE CODE  
BY REFERENCE WITH CERTAIN ADMINISTRATIVE AND TECHNICAL  
AMENDMENTS TO SUIT THE PARTICULAR NEEDS OF GROVE CITY

---

WHEREAS, pursuant the City Charter Section 2.13, Council adopted the 2003 International Property Maintenance Code by reference; and

WHEREAS, it would be in the best interests to update the property maintenance technical provisions by incorporating by reference the 2015 International Property Maintenance Code; and

WHEREAS, certain features of the International Property Maintenance Code require amendment or change to suit the particular needs of Grove City.

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

SECTION 1. Section 1411.01 - ADOPTION; FILE AND SALE COPIES, is hereby amended as follows:

### 1411.01 ADOPTION; FILE AND SALE COPIES

Pursuant to City Charter Section 2.13, Council hereby adopts the ~~2003~~ **2015** edition of the International Property Maintenance Code, promulgated by the Building Officials and Code Administrators International, Inc., subject to such amendments and changes as are hereinafter provided. Two (2) copies are on file in the office of the Council Clerk and additional copies are available for sale at cost by such Clerk.

SECTION 2. Section 1411.02 - AMENDMENTS AND CHANGES, is hereby amended in part, as follows and renumbered accordingly:

### 1411.02 AMENDMENTS AND CHANGES

The ~~2003~~**15** International National Property Maintenance Code is hereby amended and changed in the following respects:

(b) PM-102.1 is hereby amended to read:  
~~PM-102.1~~ **101.4** . . .

(c) PM-102.3 is hereby amended to read as follows:  
~~Conflict: In the event of conflict between any provisions of this Property Maintenance Code, including any rules and regulations adopted pursuant to Section PM-105.7 of this Code, and any provisions of any City ordinance, including any rules and regulations adopted pursuant to such ordinance, the more restrictive provisions shall prevail.~~

**Application of other codes.** Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the Ohio Building Code; Ohio Energy Conservation Code, Ohio Fire Code, International Fuel Gas Code, Ohio Mechanical Code, Ohio Residential Code, Ohio Plumbing Code and NFPA 70. Nothing in the code shall be construed to cancel, modify or set aside any provision of the Grove City Code.

(e) PM-105.3 is hereby amended to read, in part, PM-1054.3.

(f) is hereby removed in its entirety.

(gf) PM-106.24 is hereby amended to read as follows:  
PM-106.24 Penalty: . . .

(hg) PM-106.45 is hereby enacted to read as follows:  
PM-106.45 Penalty does not preclude other remedial action:  
The imposition of any penalty shall not preclude the Director of Law from instituting an appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful repair or maintenance; to restrain, correct or abate a violation; to prevent the occupancy of a building, structure or premises; or to require compliance with the provisions of this Property Maintenance Code or other applicable laws, ordinances, rules or regulations, or orders or determinations of the code official or ~~Board of Zoning Appeals~~ **Director of Safety**.

(i) is hereby removed in its entirety.

(j) is hereby removed in its entirety.

(kh) PM-111.1 through 111.78 is hereby deleted and new Section 111.1 is hereby enacted to read as follows:

**PM-111.1 Right to Appeal; Board of Zoning Appeals procedure:**

*Appeals from a decision of the Code Official or a notice or order issued under this code shall be governed by ~~Chapter 1133~~ **Section 501.13** of the Codified Ordinances of the City of Grove City and, except in cases of emergency as set forth in Sections PM 109.1 through PM 109.6, filing of an appeal from such decision, notice or order shall suspend action on enforcement until the appeal is acted upon by the ~~Board of Zoning Appeals~~ **Director of Safety**.*

**(i) PM Section 112 is hereby excluded.**

(lj) PM-302.4 is hereby **excluded** amended as follows:  
~~PM-302.04 Weeds:~~  
**Six inches (6")**

(m) is hereby removed in its entirety.

(ok) PM-602.2.1 is hereby amended to be PM-602.~~2.1~~ **3**

(p) is hereby removed in its entirety.

SECTION 3. Chapter 8, ICC reference shall be amended, in part, as follows:

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Title

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Ohio Building Code  
Ohio Fire Code  
International Fuel Gas Code  
Ohio Mechanical Code  
Ohio Plumbing Code  
Grove City Residential Code  
Grove City Zoning Code

---

SECTION 4. Section 1141.03 is hereby enacted and shall read:

**1141.03 CONFLICT**

**In the event of conflict between any provisions of this Property Maintenance Code, including any rules and regulations adopted pursuant to Section PM-105.7 of this Code, and any provisions of any City ordinance, including any rules and regulations adopted pursuant to such ordinance, the more restrictive provisions shall prevail.**

SECTION 5. Nothing in this Ordinance or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any right acquired, or liability incurred, or any cause or causes of action acquired or existing under any act or ordinance which has been repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by the ordinance.

SECTION 6. This ordinance shall take effect January 01, 2015.

Passed:  
Effective:

Attest:

I Certify that this ordinance  
is correct as to form.

---

Ted A. Berry, President of Council

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Richard L. Stage, Mayor

---

Tami K. Kelly, MMC, Clerk of Council

---

Stephen J. Smith, Director of Law

Date: 11/10/14  
Introduced By: Mr. Davis  
Committee: Safety  
Originated By: Mayor Stage  
Approved: \_\_\_\_\_  
Emergency: 30 Days: XX  
Current Expense: \_\_\_\_\_

No.: C-70-14  
1st Reading: 11/17/14  
Public Notice: 11/21/14  
2nd Reading: 12/01/14  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-70-14

### AN ORDINANCE TO AMEND VARIOUS SECTIONS OF CHAPTER 513 OF THE GROVE CITY CODIFIED ORDINANCES TITLED DRUG ABUSE CONTROL

---

WHEREAS, previously, the possession of less than 200 grams of marijuana constituted a misdemeanor of the fourth degree; and

WHEREAS, previously, the use or possession with purpose to use drug paraphernalia constituted a misdemeanor of the fourth degree; and

WHEREAS, the City desires to increase the penalty for the possession of less than 200 grams of marijuana to a misdemeanor of the first degree for the protection of the public health and safety for violations that occur on City owned property; and

WHEREAS, the City desires to increase the penalty for the use or possession with purpose to use drug paraphernalia to a misdemeanor of the first degree for the protection of the public health and safety for violations that occur on City owned property.

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

**SECTION 1.** Section 513.03(c)(3) is hereby amended, in part, as follows:

513.03 (C)(3)

A. Except as otherwise provided in the following divisions, if the amount of the drug involved is less than 200 grams, possession of marihuana is a misdemeanor of the fourth degree.

B. If the amount of the drug involved is less than 200 grams, and the violation occurs on City owned property, excluding roadways, possession of marihuana is a misdemeanor of the first degree.

C. If the amount of the drug involved equals or exceeds 200 grams, possession of marihuana is a felony to be prosecuted under appropriate state law.

**SECTION 2.** Section 513.15(d) is hereby amended, in part, as follows:

(d) (1) Except as otherwise provided in the following divisions, whoever violates division (a)(1) of this section is guilty of illegal use or possession of drug paraphernalia, a misdemeanor of the fourth degree.

(2) Whoever violates division (a)(1) of this section and the violation occurs on City owned property, excluding roadways, is guilty of illegal use or possession of drug paraphernalia, a misdemeanor of the first degree.

~~(2)~~ **(3)** Except as provided in division (d) ~~(3)~~ **(4)** of this section, whoever violates division (a)(2) of this section is guilty of dealing in drug paraphernalia, a misdemeanor of the second degree.

~~(3)~~ **(4)** Whoever violates division (a)(2) of this section by selling drug paraphernalia to a juvenile is guilty of selling drug paraphernalia to juveniles, a misdemeanor of the first degree.

~~(4)~~ **(5)** Whoever violates division (a)(3) of this section is guilty of illegal advertising of drug paraphernalia, a misdemeanor of the second degree.

**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

Date: 11/11/14  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan Comm  
Approved: \_\_\_\_\_  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No.: C-71-14  
1st Reading: 11/17/14  
Public Notice: 11/21/14  
2nd Reading: 12/01/14  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-71-14

### AN ORDINANCE TO ACCEPT THE PLAT OF HARRISBURG PIKE, COLUMBUS STREET AND ALLEY LOCATED AT 3959 - 3963 BROADWAY

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WHEREAS, Harrisburg Pike, Columbus Street and Alley, 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 Harrisburg Pike, Columbus Street and Alley, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 1388, containing 0.894 acres of land, more or less. Said 0.894 acres being part of those tracts of land conveyed to 3338 Columbus St., LLC, 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: 11/11/14  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: C-72-14  
1st Reading: 11/17/14  
Public Notice: 11/21/14  
2nd Reading: 12/01/14  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## **ORDINANCE C-72-14**

### **AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A DRIVE THRU FOR THE KROGER COMPANY LOCATED AT 5965 HOOVER ROAD**

WHEREAS, The Kroger Co. – Store N842, applicant, has submitted a request for a Special Use Permit for a Drive Thru located at 5965 Hoover Road; and

WHEREAS, on November 4, 2014, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, as submitted.

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

**SECTION 1.** A Special Use Permit, under Section 1135.09b(12)A1j is hereby issued to the Kroger Co. – Store N842 for a pharmacy drive-thru located at 5965 Hoover Road, as submitted.

**SECTION 2.** 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

Date: 11/11/14  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: C-73-14  
1st Reading: 11/17/14  
Public Notice: 11/21/14  
2nd Reading: 01/05/15  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-73-14

AN ORDINANCE FOR THE REZONING OF 4.65 ACRES  
LOCATED AT 2500 HOME ROAD FROM SF-1 TO SF-2

---

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

WHEREAS, the Planning Commission approved the rezoning on November 04, 2014;  
and

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

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

SECTION 1. The following described premises are rezoned from SF-1 to SF-2:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 6839 *and being 4.65± acres, as recorded in Official Records, Recorder's Office, Franklin County, Ohio*, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

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

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

\_\_\_\_\_  
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

C-73-14

**EXHIBIT "A"****PARCEL ONE**

Situated in the State of Ohio, County of Franklin, Township of Jackson, being located in Virginia Military Survey No. 6839, and bounded and described as follows:

Beginning at an iron pin at the intersection of the centerline of Hoover Road with the centerline of Home Road, said iron pin being in the southerly line of a portion of Hoover Road as dedicated by plat of record in Plat Book 28, page 25-A, Recorder's Office, Franklin County, Ohio;

Thence along the southerly line of said dedicated portion of Hoover Road, being the easterly extension of the centerline of Home Road, South  $84^{\circ} 11'$  East, 25.17 feet to a point in the easterly line of Hoover Road;

Thence along the easterly right-of-way of Hoover Road, North  $0^{\circ} 49'$  West, 203.39 feet to the point of curvature of a curve to the left;

Continuing along the easterly right-of-way line of Hoover Road, being the arc of a curve, (Radius = 346.13 feet, Sub-delta =  $40^{\circ} 44' 10''$ ), the chord of which bears North  $21^{\circ} 11' 05''$  West, 240.94 feet to a point;

Thence South  $73^{\circ} 26'$  East, (parallel to and 85 feet Southerly from the southerly line of a 1.322 acre tract conveyed to The Industrial Commission of Ohio by deed of record in Deed Book 2390, page 384, Recorder's Office, Franklin County, Ohio), 181.36 feet to a point;

Thence North  $16^{\circ} 34'$  East, 85.0 feet to a point in the southerly of said 1.322 acre tract;

Thence along the southerly line of said tract, South  $73^{\circ} 26'$  East, 246.60 feet to an pin at the southeasterly corner of said tract, being the northwesterly corner of a 0.918 acre tract conveyed Clyde and Anna Bowman, Recorder's Office, Franklin County, Ohio;

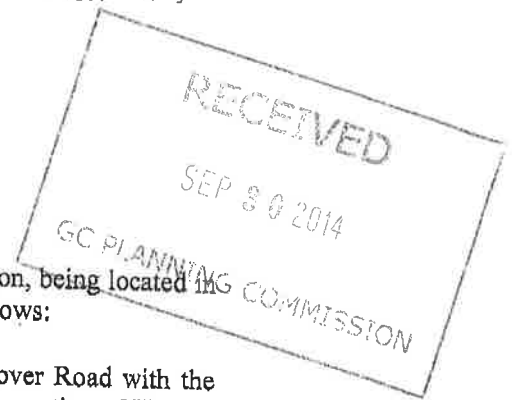
Thence along the westerly lines of the Clyde and Anna Bowman 0.918 acre tract, the Robert L. and G.M. Blakeman 0.918 acre tract, the D.B. and D.J. Ballard 1.073 acre tract, the Andy and Opal I. Hursey 0.918 acre tract and the Carl E. and Esther Miller 0.918 acre tract, South  $15^{\circ} 38'$  West, 452.24 feet to an iron pin;

Thence North  $84^{\circ} 11'$  West, (passing an iron pin at 223.08 feet), 248.25 feet to a point in the centerline of Hoover Road;

Thence along the centerline of Hoover Road, North  $0^{\circ} 49'$  West, 25.17 feet to the place of beginning, **containing 3.141 acres, more or less.**

**PARCEL TWO**

Situated in the State of Ohio, County of Franklin, Township of Jackson, being located in Virginia Military Survey No. 6839, and bounded and described as follows:



Beginning at a point in the centerline of Hoover Road, said point being North 0° 49' West, 166.40 feet from an iron pin at the intersection of the centerline of Hoover Road with the centerline of Gantz Road;

Thence along the centerline of Hoover Road, North 0° 49' West, 134.80 feet to a point, said point being South 0° 49' East, 25.17 feet from an iron pin at the intersection of Hoover Road with the centerline of Home Road;

Thence South 84° 11' East, (passing an iron pin at 25.17 feet), 248.25 feet to an iron pin in the westerly line of the Carl E. and Esther Miller 0.918 acre tract;

Thence along the westerly lines of Carl E. and Esther Miller 0.918 acre tract, and the Carl S. and Hazel G. Griffey 0.918 acre tract, South 15° 38' West, 169.75 feet to an iron pin at the southwesterly corner of the said Carl S. and Hazel G. Griffey tract being the northwesterly corner of the 0.413 acre tract conveyed to Virgie L. Baugess by deed of record in Deed Book 2043, page 307, Recorder's Office, Franklin County, Ohio;

Thence North 74° 52' West, (parallel to and 160 feet northerly from the centerline of Gantz Road and passing an iron pin at 180.33 feet), 206.33 feet to the place of beginning, **containing 0.783 acre**, more or less.

### PARCEL THREE

Situated in the State of Ohio, County of Franklin, Township of Jackson, being located in Virginia Military Survey No. 6839, and bounded and described as follows:

Beginning at an iron pin at the intersection of the centerline of Hoover Road with the centerline of Gantz Road;

Thence along the centerline of Hoover Road, North 0° 49' West, 166.40 feet to a point;

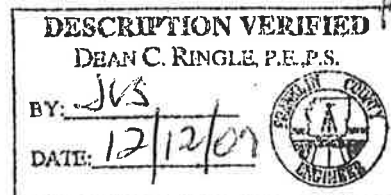
Thence South 74° 52' East, (parallel to and 160 feet Northerly from the centerline of Gantz Road and passing an iron pin at 26.0 feet), 206.33 feet to an iron pin at the northwesterly corner of the 0.413 acre tract conveyed to Virgie L. Baugess by deed of record in Deed Book 2043, page 307, Recorder's Office, Franklin County, Ohio;

Thence along the westerly line of said 0.413 acre tract, South 15° 38' West, (passing an iron pin at 135.0 feet), 160.0 feet to the southwesterly corner of said 0.413 acre tract in the centerline of Gantz Road;

Thence along the centerline of Gantz Road, North 74° 52' West, 159.2 feet to the place of beginning, **containing 0.671 acre**, more or less.

Parcel Nos.: 040-013412-00 & 040-013413-00 & 040-013414-00

File No. 6496.

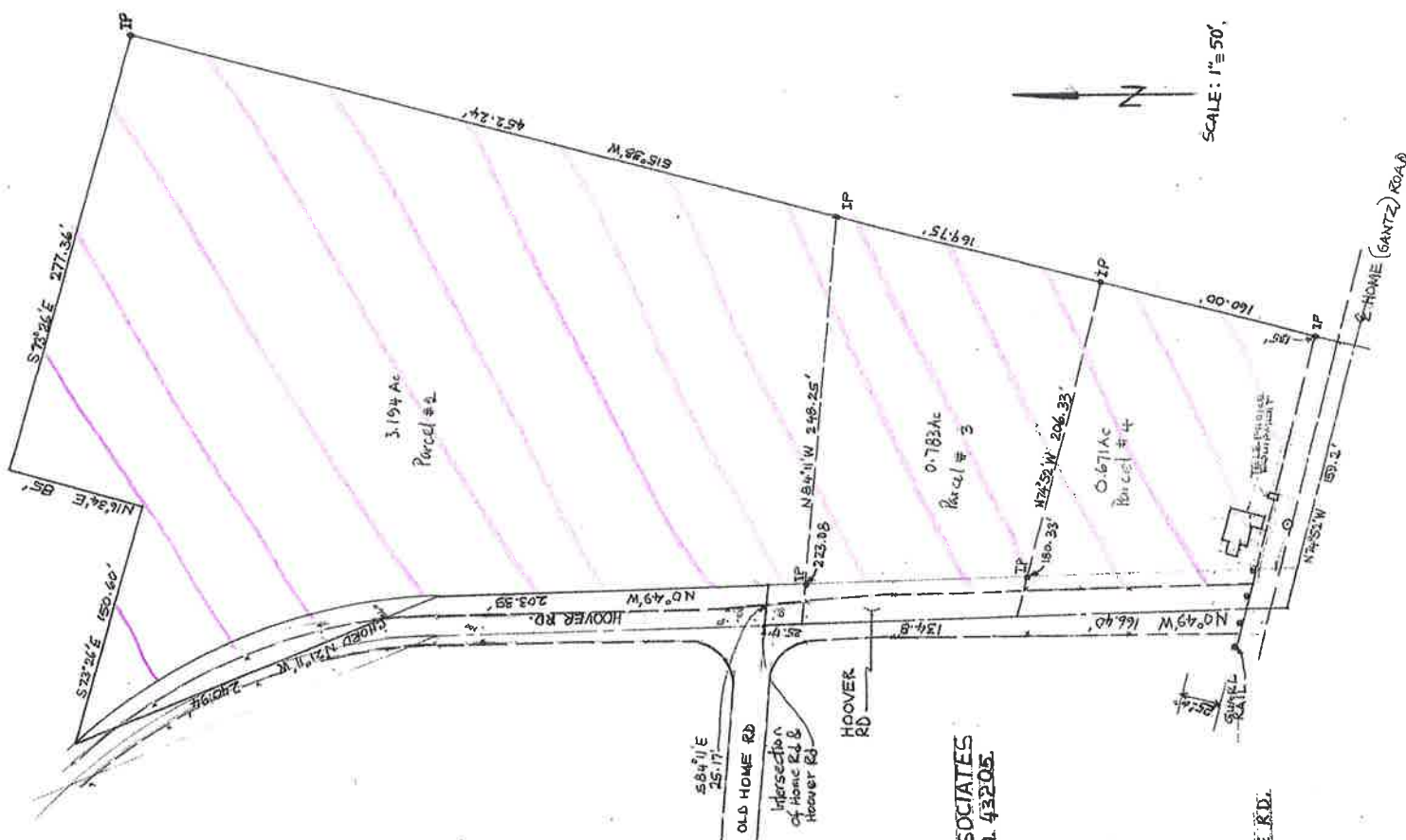


C-73-14

RECEIVED

OCT 20 2014

GC PLANNING COMMISSION



PARCEL #2 = 3.194 ACRES  
PARCEL #3 = 0.783 ACRES  
PARCEL #4 = 0.671 ACRES  
TOTAL SPERES = 4.648 ACRES

UNITED CONSULTANTS AND ASSOCIATES  
1008 E. MAIN ST. COLUMBUS, OHIO 43205

PRELIMINARY 12/28/07

LARRY GORRING  
N.E. OF INTERSECT. HOOPER AND HOME RD.  
GRAVE CITY, OHIO.

Date: 11/11/14  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: C-74-14  
1st Reading: 11/17/14  
Public Notice: 11/21/14  
2nd Reading: 01/05/15  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-74-14

### AN ORDINANCE FOR THE REZONING OF 4170 - 4174 BROADWAY FROM PSO TO A-1

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

WHEREAS, the Planning Commission approved the rezoning on November 04, 2014; and

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

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

SECTION 1. The following described premises are rezoned from PSO to A-1:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 1383 *and being part of two tracts of land conveyed to Nelson Grant, as recorded in Official Records, D.B. 157, pg. 503, Recorder's Office, Franklin County, Ohio*, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

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

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

\_\_\_\_\_  
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

For File: 1181488

C-74-14  
Exhibit A

Situated in the County of Franklin, in the State of Ohio, and in the City of Grove City:  
Being part of Survey No. 1383, Virginia Military Lands, and being a part of two tracts of land,  
one of 70-100 of an acre conveyed to Nelson Grant by Wesley R. Mench and wife, by deed  
recorded in D.B. 157, pg. 502, and one of 13/100 of an acre conveyed by A.G. Grant and wife to  
Nelson Grant recorded in D.B. 157, pg. 503, Franklin County Records, more particularly  
described as follows:

Beginning at an iron pin in the centerline of the Columbus and Harrisburg Pike at the southwest  
corner of Martha Barbee's lot of record in D.B. 571, pg. 582, Franklin County Recorders Office,  
and being S 33 deg. W 85 feet from the northwest corner of a tract of 49.88 square poles of  
record in D.B. 141, Pg. 353, Franklin County Records;

thence with the south line of Martha Barbee's Lot S. 58 deg. 20' E. 260.5 feet to an iron pin in  
the west line of the Woodlawn Addition to the Village of Grove City, as recorded in Plat Book

No. 13, Pg. 11 and 12, Recorder's Office, Franklin County, Ohio;

thence with the west line of said Addition, S. 33 deg. W. 48.4 feet to an iron pin set for the  
southwest corner of Lot No. 131 Woodlawn Addition;

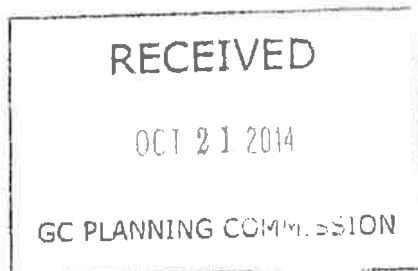
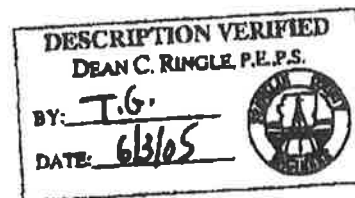
Thence N. 62 deg. 10' N. 261.4 feet to the center of the Harrisburg Pike and being the northwest  
corner of a tract of land of 117/1000 acre, recorded in D.B. 263, Pg. 237, Franklin County  
Records;

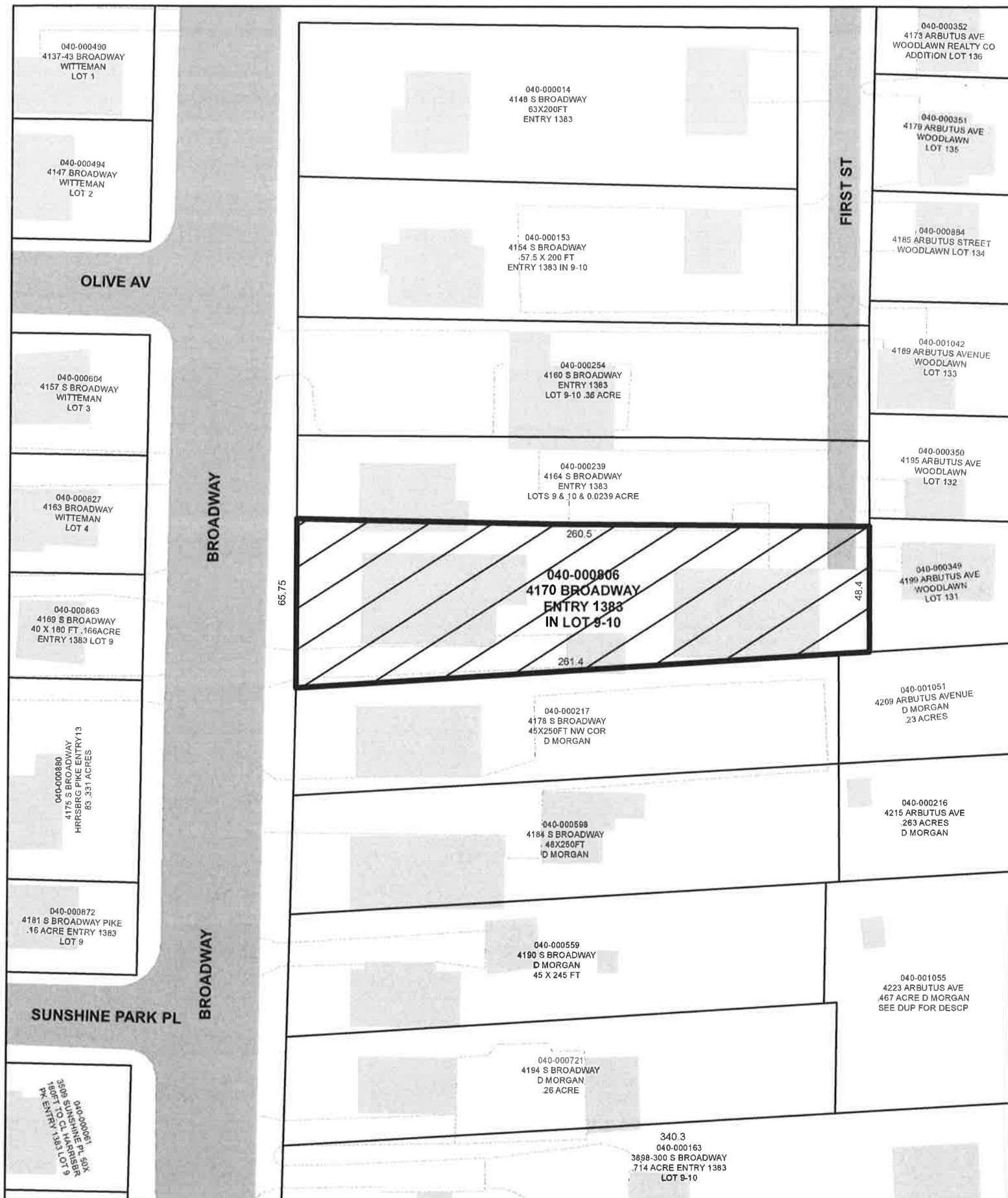
Thence with the center line of the Harrisburg Pike N. 33 deg. E. 65.75 feet to the place of  
beginning, containing 34/100 of an acre more or less.

Parcel No: 040-000806

Commonly known as: 4170-4174 Broadway, Grove City, OH 43123

M-92  
All of  
(040)806





#### Disclaimer

The information on this map was derived from Grove City's Geographic Information System (GIS). Extensive detail and attention was given to the creation of this map to maximize its accuracy but is provided "as is". Grove City cannot accept responsibility for any errors, omissions, or positional inaccuracies that may have occurred before, during, or after production. Therefore, no warranties accompany this product. Although information from land/field surveys may have been utilized during the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product prior to making any decisions.

Property information obtained from Franklin County Auditor, October 2014

4170 - 4174 Broadway



1 inch = 50 feet

Feet  
0 10 20 40

C-74-14

Date: 11/11/14  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days  
Current Expense: \_\_\_\_\_

No.: C-75-14  
1st Reading: 11/17/14  
Public Notice: 11/21/14  
2nd Reading: 01/05/15  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-75-14

### AN ORDINANCE FOR THE REZONING OF 1.804 ACRES LOCATED AT 4126 HAUGHN ROAD FROM A-1 TO SD-1

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

WHEREAS, the Planning Commission approved the rezoning on November 04, 2014; and

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

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

SECTION 1. The following described premises are rezoned from A-1 to SD-1:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 1383 *and being part of the tract of land recorded in Official Records, D.B. 2488, pg. 511, Recorder's Office, Franklin County, Ohio*, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

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

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

\_\_\_\_\_  
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

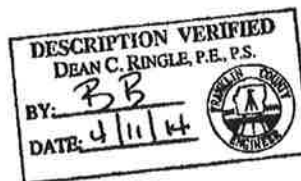
C-75-14  
EXHIBIT "A"  
LEGAL DESCRIPTION

Situated in the State of Ohio, County of Franklin and City of Grove City and Virginia Military Survey No. 1383 and being part of the tract as recorded in Deed Volume 2488, Page 511, in the office of the Recorder of Franklin County, Ohio and being bounded and more fully described as follows:

Beginning at a found iron in the westerly line of Gladman Avenue at the northeast corner of Lot No. 32 of Sawyer Subdivision as recorded in Plat Book 36, Page 24; thence North 83 deg. 51' 00" West along the northerly line of said Sawyer Subdivision a distance of 354.68 feet to a point in the centerline of Haughn Road (passing a found iron pin at 324.68 feet); thence North 07 deg. 00' 00" East along the centerline of Haughn Road a distance of 230.13 feet to a point; thence South 83 deg. 51' 00" East a distance of 354.61 feet to a found iron pin at the southwest corner of Lot No. 10 of Gladman Addition as recorded in Plat Book 24, Page 72 (passing a found iron pin at 25.00 feet); thence South 06 deg. 59' 00" West along the westerly line of Gladman Avenue a distance of 230.13 feet to the place of beginning and containing 1.873 acres more or less.

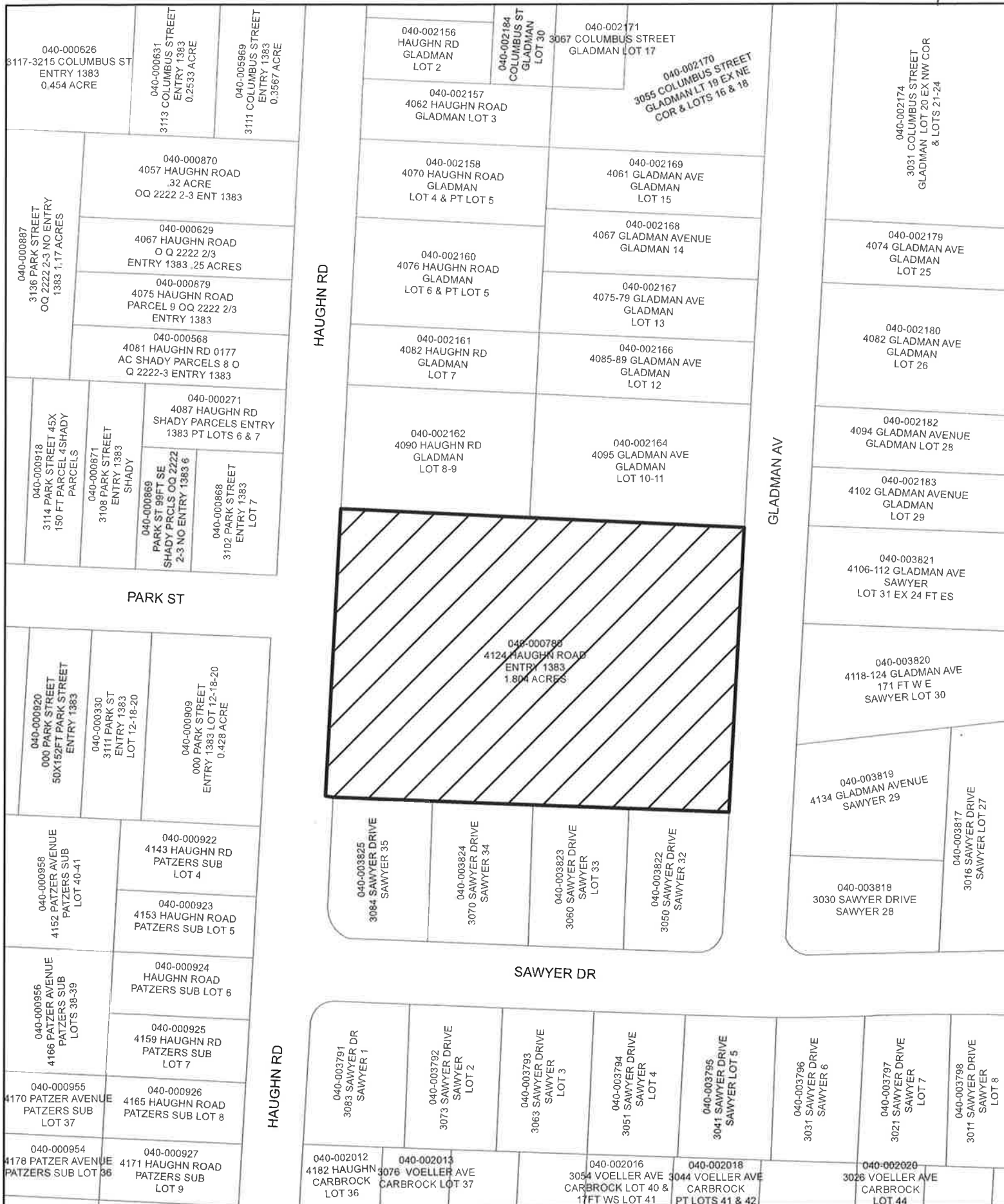
Description for this survey was based on an actual field survey by the Jerry A. Malott Surveying Co. in Sept. 1987.

Bearings were based on the recorded plat of Sawyer subdivision as shown on the recorded plat in Plat Book 36, Page 24.



M86HH  
All of  
(040)  
780

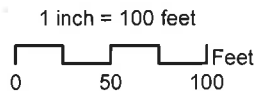
C-75-14



**Disclaimer**

The information on this map was derived from Grove City's Geographic Information System (GIS). Extensive detail and attention was given to the creation of this map to maximize its accuracy but is provided "as is". Grove City cannot accept responsibility for any errors, omissions, or positional inaccuracies that may have occurred before, during, or after production. Therefore, no warranties accompany this product. Although information from land/field surveys may have been utilized during the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product prior to making any decisions.

4126 Haughn Road



Date: 11/11/14  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: CR-66-14  
1st Reading: 11/17/14  
Public Notice: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION NO. CR-66-14

### A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR GROVE CITY DOLLAR GENERAL LOCATED AT 3065 BROADWAY

---

WHEREAS, on November 04, 2014, the Planning Commission recommended approval of the Development Plan for Grove City Dollar General with the following stipulations:

1. A deviation shall be granted to allow the parking lot to contain 16 fewer parking spaces than required by Code;
2. The dumpster screening shall be finished in brick to match the primary structure;
3. An exterior finish schedule shall be submitted with details for all proposed exterior finishes;
4. All curbing shall be 18" straight curbing;
5. The access easement should be recorded with Franklin County to ensure legal access across the site and shared drive between properties;
6. A landscape peninsula shall be installed at the southern terminus of the parking row adjacent to the building entrance sidewalk;
7. A Special Flood Hazard Development Permit shall be obtained from the Building Division for all applicable improvements located within the floodplain to ensure compliance with Chapter 1329;
8. The applicant shall work with the Urban Forester to relocate some of the evergreen trees proposed along the rear of the property to the front, and placed appropriately to be most compatible with the City's newly installed entrance features.

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

SECTION 1. This Council hereby approves the Development Plan for Grove City Dollar General located at 3065 Broadway, contingent upon the stipulations set by Planning Commission.

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

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

---

Ted A. Berry, President of Council

---

Richard L. Stage, Mayor

Date: 11/11/14  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: CR-67-14  
1st Reading: 11/17/14  
Public Notice: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION NO. CR-67-14

### A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR KROGER STORE N842 LOCATED AT 5965 HOOVER ROAD

WHEREAS, on November 04, 2014, the Planning Commission recommended approval of the Development Plan for Kroger Store N842 with the following stipulations:

1. A photometric plan shall be submitted showing that the rear drive aisle and parking lot meet the Code required 0.5 foot candle minimum;
2. Signage for the expanded shopping center shall be approved at a later date with a new application;
3. A deviation shall be granted from the minimum parking standards to allow parking to be installed as shown on plans;
4. The tree planting typical shall state that 50% of the burlap and wire cage will be removed.

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

SECTION 1. This Council hereby approves the Development Plan for Kroger Store N842 located at 5965 Hoover Rd., contingent upon the stipulations set by Planning Commission.

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

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

\_\_\_\_\_  
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: 11/11/14  
Introduced By: Ms. KMcGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: CR-68-14  
1st Reading: 11/17/14  
Public Notice: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION NO. CR-68-14

### A RESOLUTION TO APPROVE AN AMENDMENT TO SUBAREA A OF THE DEVELOPMENT PLAN FOR THE PINNACLE CLUB OF GROVE CITY LOCATED SOUTH OF WHITE ROAD AS APPROVED BY RESOLUTION CR-24-04

---

WHEREAS, on March 15, 2004, Council approved a Development Plan for The Pinnacle Club of Grove City by Resolution No. CR-24-04; and

WHEREAS, on August 15, 2005, Council approved an Amendment to Subarea "C" of this Plan by Res. CR-64-05 and on May 1, 2006, Council approved an Amendment to Subarea "E" of this Plan by Res. CR-28-06, and on May 7, 2007, Council approved Amendments to the Development Text by Res. CR-20-07; Council approved Amendments to Subarea "E" by Res. CR-45-09, Res. CR-41-12 and Res. CR-28-14; and

WHEREAS, on November 04, 2014, the Planning Commission recommended approval of an amendment to Subarea A – Lot 884 of the Development Plan, as submitted.

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

SECTION 1. This Council hereby accepts the amendment to the Development Plan Standards Text, approved by Resolution CR-24-04, for The Pinnacle Club of Grove City, as submitted and shown in Exhibit "A" attached hereto and made a part hereof.

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

**EXHIBIT "A"**

**THE PINNACLE CLUB OF GROVE CITY  
620+ ACRES**

**GROVE CITY, OHIO**

**PLANNED UNIT DEVELOPMENT – RESIDENTIAL (PUD-R)**

**Applicants:**

**Pinnacle Development Company  
567 Lazelle Road  
Westerville, OH 43081**

**M/I Schottenstein Homes, Inc.  
3 Easton Oval  
Suite 540  
Columbus, OH 43219**

**DEVELOPMENT STANDARDS TEXT**

**February 11, 2004  
Revised February 24, 2004  
Revised March 2, 2004  
Revised March 11, 2004  
Revised March 15, 2004  
Revised May 2, 2007  
Revised September 3, 2009  
Revised October 30, 2012  
Revised \_\_\_\_\_, 2014**

B. Yard Dimensions; Building Height.

- (1 ). Front Yard. The front yard building setback shall be a minimum of 25 feet.
- (2). Rear Yard. The minimum required rear yard shall be 30%, **except Lot 884 which shall be reduced to 25 feet.**
- (3). Side Yard. The side yard setback shall be a minimum of 5 feet. The minimum distance between adjacent structures shall be 16 feet.
- (4). Building Height. The maximum building height shall be 48 feet measured from the grade of the front elevation of the building.

C. Design Manual. Attached hereto as Exhibit A is the Design Review Manual for the Estate Lots of The Pinnacle Club or Grove City. The Design Review Manual will be enforced by architectural review board and addresses development standards over and above those minimum standards for the Estate Lots set forth in this Text.

D. Pinnacle Club Drive. The front elevations of homes on lots with Pinnacle Club Drive frontage shall face Pinnacle Club Drive.

**III. Subarea B.** Subarea B shall be developed with single-family homes as an expansion of the existing M/I Home, Creekside Subdivision.

A. Lot Size; House Size; Exterior Materials.

- (1 ). Lot sizes shall be a minimum of 80' width at the building line and 120' depth.
- (2). Homes shall be a minimum of 1,600 square feet for ranch homes and 1,800 square feet for two story homes, excluding garage and basement areas.
- (3). Exterior Materials: Exterior materials of homes shall be brick, stone, stucco stone, wood, hardy plank and vinyl.

B. Yard Dimensions; Building Height.

- (1 ). Front Yard. The front yard building setback shall be a minimum of 25 feet. (2). Rear Yard. The minimum required rear yard shall be 15%.
- (2) Rear Yard. The minimum required rear yard shall be 15%.

Date: 11/11/14  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: CR-69-14  
1st Reading: 11/17/14  
Public Notice: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION NO. CR-69-14

### A RESOLUTION TO APPROVE THE PRELIMINARY DEVELOPMENT PLAN FOR LAMPLIGHTER SENIOR VILLAGE II LOCATED SOUTH OF LAMPLIGHTER DRIVE AND EAST OF BUCKEYE PARKWAY

---

WHEREAS, on November 04, 2014, the Planning Commission recommended approval of the preliminary development plan for Lamplighter Senior Village as submitted.

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

SECTION 1. This Council hereby accepts the Preliminary Development Plan for Lamplighter Senior Village II, as submitted.

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: 11/11/14  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: CR-70-10  
1st Reading: 11/17/14  
Public Notice: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION NO. CR-70-14

### A RESOLUTION TO APPROVE THE SIGN REQUEST FOR SYLVAN LEARNING LOCATED AT 3330 PARK STREET IN THE HISTORICAL PRESERVATION AREA

---

WHEREAS, on November 04, 2014 the Planning Commission recommended *approval* of the Sign request for Sylvan Learning, located at 3330 Park Street, as submitted.

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

SECTION 1. This Council hereby approves the Sign request for Sylvan Learning located at 3330 Park Street, as submitted.

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: 11/11/14  
Introduced By: Ms. K-McGraw  
Committee: Lands  
Originated By: Plan. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: CR-71-10  
1st Reading: 11/17/14  
Public Notice: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION NO. CR-71-14

### A RESOLUTION TO APPROVE THE SIGN REQUEST FOR PERINI INSURANCE AGENCY LLC LOCATED AT 3886 BROADWAY IN THE HISTORICAL PRESERVATION AREA

---

WHEREAS, on November 04, 2014 the Planning Commission recommended *approval* of the Sign request for Perini Insurance Agency, LLC, located at 3886 Broadway, as submitted.

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

SECTION 1. This Council hereby approves the Sign request for Perini Insurance Agency, LLC located at 3886 Broadway, as submitted.

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: 11/12/14  
Introduced By: Ms. KMcGraw  
Committee: Lands  
Originated By: City Clerk  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No. : CR-72-14  
1st Reading: 11/17/2014  
Public Notice: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION NO. CR-72-14

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.031 OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN BE FURNISHED TO 0.981 ACRES LOCATED AT 4338 HOOVER ROAD IN JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

---

WHEREAS, a petition to annex 0.981+ acres located at 4338 Hoover Road, in Jackson Township to the City of Grove City and signed by Terry G & Deborah Whitt, 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 0.981+ acres located at 4338 Hoover Road, proposed for annexation by Terry G. & Deborah T. Whitt, 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.

CL-72-14

# ANNEXATION PLAT

FROM JACKSON TWP. TO THE CITY OF GROVE CITY  
LOT 11 ~ LEWIS E. KELLER SUBDIVISION  
JACKSON TOWNSHIP, FRANKLIN COUNTY, OHIO

JAMES L. & JANA L. GREEN  
INS. 199801300021744  
LOT 10

EX. GROVE CITY CORP. LINE  
ORD. #C-40-98 INS. 19986150147885

JACKSON TWP.

JACKSON TWP.

EX. GROVE CITY CORP. LINE  
ORD. #C-03-01 INS. 2001022000333325

HOOVER RD. (VAR.)

DEBORAH T. &  
TERRY G. WHITT  
INS. 201306210104207  
LOT 11  
0.981 AC.  
PID 160-001152  
4338 HOOVER RD.  
GROVE CITY, OH 43123

0.981 AC. ANNEXATION

ROBERT D. &  
SUSAN L. ALLISON  
INS. 200010270217899  
1.119 AC. (ORIG.)

**RECEIVED**

OCT 29 2014

Franklin County Engineer  
Dean C. Ringle, P.E., P.S.

R/W  
WHITE RD.

DRAWING PREPARED BY:  
WESTERVILLE LAND SURVEYING  
90 E. COLLEGE AVE  
WESTERVILLE, OH 43081  
(614) 899-2209

DATE: 10.27.14  
JOB No.: 14-281  
CLIENT: Mr. Deborah T. Whitt

DRAWING NAME: 14281ALDW

ANNEXATION  
PLAT & DESCRIPTION  
ACCEPTABLE  
DEAN C. RINGLE, P.E., P.S.  
FRANKLIN COUNTY ENGINEER  
By BS Date 10/29/14



BY Michael P. Lomas  
OHIO PROFESSIONAL SURVEYOR No. 7711

## LOCATION MAP (NOT TO SCALE)



LAT 39°52'29"N LON 83°04'11"W

### LEGEND

— X — = EX. CORP. LINE  
- - - - - = PROPOSED GROVE CITY CORP. LINE

ADDRESS OF SUBJECT PROPERTY IS 4338 HOOVER RD., GROVE CITY, OH 43123.

LOT NUMBERS REFERENCED TO THE PLAT "LEWIS E. KELLER SUBDIVISION", OF RECORD IN P.B. 23, PG. 48-A, EXCEPT THOSE INDICATED WITH "48-A" REFERENCED TO "KELLER FARM SUBDIVISION SECTION 2", OF RECORD IN P.B. 64, PG. 23.

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

TOTAL PERIMETER OF ANNEXATION IS 870 FT., OF WHICH 585 FT. IS CONTIGUOUS WITH THE CITY OF GROVE CITY, RESULTING IN 67.2% OF PERIMETER CONTIGUITY.