

GROVE CITY, OHIO COUNCIL

LEGISLATIVE AGENDA

November 5, 2018

6:30 - Caucus

7:00 – Reg. Meet.

Presentations: Parks & Rec. Awards; ODOT Update

LANDS: Mr. Schottke

Resolution CR-57-18 Appeal the decision of the Board of Zoning Appeals for the six (6) variances granted to Arrowleaf Apartments located on Shirlene Drive.

SAFETY: Ms. Houk

Ordinance C-60-18 Amend Section 1135.10(e)(1) of the Codified Ordinances titled Residential District Requirements. First reading.

Ordinance C-61-18 Amend Section 725.07 of the Codified Ordinances titled Container Regulations. First reading.

SERVICE: Mr. Berry

Resolution CR-58-18 Appoint Eli Perkins to the Higher Education Investment Program Committee.

FINANCE: Mr. Davis

Ordinance C-57-18 Appropriate \$50,000.00 from the Convention Bureau Fund for Current Expenses. Second reading and public hearing.

Ordinance C-58-18 Appropriate \$20,000.00 from the Scioto Township Joint Economic Development District (JEDD) Fund for the Current Expense of making payments in accordance with the JEDD Contract. Second reading and public hearing.

Ordinance C-59-18 Reduce the Appropriation Amount in the Recreation Development Fund. Second reading and public hearing.

Ordinance C-62-18 Appropriate \$10,000.00 from the Senior Nutrition Fund for Current Expenses. First reading.

Ordinance C-63-18 Appropriate \$397,973.00 from the General Fund for the Current Expense of Gantz Park Playground redesign. First reading.

Ordinance C-64-18 Authorize the Purchase of Lot 159 on Demorest Drive in the Holton Run Subdivision and Appropriate \$75,520.00 from the General Fund for said purchase and related expenses. First reading.

Ordinance C-65-18 Reduce the Appropriation Amount for the Street Maintenance Fund. First reading.

Resolution CR-59-18 Reallocating Project Funding Amounts from the Racetrack Redevelopment Fund Grant.

ON FILE: Minutes of: 10/15 Council Meeting

Date: 10/29/18
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Clerk
Sponsor: Ms. Houk
Emergency: 30 Days:
Current Expense:

No.: CR-57-18
1st Reading: 11/05/18
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-57-18

A RESOLUTION APPEALING THE DECISION OF THE BOARD OF ZONING APPEALS GRANTING VARIANCES FOR ARROWLEAF APARTMENTS LOCATED AT THE END OF SHIRLINE DRIVE

WHEREAS, on September 24, 2019 the Board of Zoning Appeals granted six (6) variances for Arrowleaf Apartments located on a vacant lot at the end of Shirlene Drive; and

WHEREAS, in accordance with 1133.07 of the Codified Ordinances of the City of Grove City, Ohio, any aggrieved person or any elected official of the City may appeal a decision of the Board of Zoning Appeals to Council; and

WHEREAS, an appeal has been filed with the Clerk of Council against said variances.

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

SECTION 1. This Council hereby reverses the decision of the Board of Zoning Appeals and the variance granted from *Section 1135.10 (g)(2) to exceed the maximum of 8 units per structure with a 28-unit building with the following stipulations: 1) The variance would become null and void if construction is not started within one year; 2) the variance applies only to the 1-28-unit building. No other buildings can be constructed;* is hereby repealed.

SECTION 2. This Council hereby reverses the decision of the Board of Zoning Appeals and the variance granted from *Table 1135.10-I (Dwelling Type) to exceed the maximum number of 3-8 units per building with the following stipulations: 1) The variance would become null and void if construction is not started within one year; 2) the variance applies only to the 1-28-unit building. No other buildings can be constructed;* is hereby repealed.

SECTION 3. This Council hereby reverses the decision of the Board of Zoning Appeals and the variance granted from *Section 1135.10 (g)(4) for not providing a minimum of 50% of the total units in a single floor (ranch) type design with the following stipulations: 1) The variance would become null and void if construction is not started within one year; 2) the variance applies only to the 1-28-unit building. No other buildings can be constructed;* is hereby repealed.

SECTION 4. This Council hereby reverses the decision of the Board of Zoning Appeals and the variance granted from *Section 1135.10 (g)(5) for not providing 2 parking spaces per unit when 56 would be required in lieu of 70* is hereby repealed.

SECTION 5. This Council hereby reverses the decision of the Board of Zoning Appeals and the variance granted from *Table 1135.10 I for not providing the required off street parking spaces of 2.5 per unit for a total of 70 and allowing a total of 56 spaces* hereby repealed.

SECTION 6. This Council hereby reverses the decision of the Board of Zoning Appeals and the variance granted from *Table 1135.10-I (Building Height)* to exceed the maximum building height of 35' by constructing a building 39' to roof peak and 33' to midpoint of sloped roof with the following stipulations: 1) *The variance would become null and void if construction is not started within one year;* 2) *the variance applies only to the 1- 28-unit building. No other buildings can be constructed;* is hereby repealed.

SECTION 7. This resolution shall take effect at the earliest opportunity allowed by law.

Steven R. Robinette, 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: 10/30/18
Introduced By: Ms. Houk
Committee: Safety
Originated By: Mr. Schottke
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: C-60-18
1st Reading: 11/05/18
Public Notice: 11/06/18
2nd Reading: 11/19/18
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-60-18

AN ORDINANCE TO AMEND SECTION 1135.10(e)1 OF THE CODIFIED ORDINANCES TITLED RESIDENTIAL DISTRICT REQUIREMENTS

WHEREAS, Section 1135.10 set the requirements for Residential development; and

WHEREAS, there is a need for additional requirements to enhance the residential developments within the City.

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

SECTION 1. Section 1135.10(e) shall be amended as follows:

- (l) **There shall be no exposed, unfinished wall or porch foundations. All exposed foundation concrete or block must be finished with one of the following; brick, veneer brick, stone, cultured stone designed by the manufacturer for at-grade or below-grade installation.**
- (z) Deviation from the minimum requirements of this section may be approved by the Planning Commission and Council.

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

Steven R. Robinette, 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: 10/30/18
Introduced By: Ms. Houk
Committee: Safety
Originated By: Ms. Houk
Sponsor :
Emergency: 30 Days:
Current Expense:

No.: C-61-18
1st Reading: 11/05/18
Public Notice: 11/06/18
2nd Reading: 11/19/18
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-61-18

AN ORDINANCE TO AMEND SECTION 725.07 OF THE CODIFIED ORDINANCES OF THE CITY OF GROVE CITY, OHIO TITLED CONTAINER REGULATIONS.

WHEREAS, as part of the City's new trash and recycling franchise agreement, each resident received one (1) sixty-five (65) gallon recycling cart; and

WHEREAS, the City currently has regulations regarding the storage of trash and recycling containers but these regulations need to be updated to account for the larger, more visible carts.

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

SECTION 1. Section 725.01 is hereby amended, in part, as follows:

(g) "Recycling" means the action or process of converting garbage and refuse into reusable materials.

(h) "Yard waste" means leaves, grass clippings, weeds, Christmas trees, bushes and brush and branch clippings.

SECTION 2. Section 725.07 is hereby amended, in part, as follows:

(a) Garbage, refuse, and recycling shall be placed in containers and the containers must be placed curbside or in the absence of curbs, the edge of a traversable roadway, for collection. All garbage, refuse or recycling material shall be placed in a container which shall not exceed ninety-five gallons and/or fifty pounds in weight when filled. Each householder shall provide a sufficient number of metal or other leakproof containers with tight fitting lids with a maximum capacity of not more than thirty gallons for storage of garbage. Refuse shall be placed in containers, which shall not exceed fifty pounds in weight when filled. Newspapers, magazines or other loose materials shall be placed in closed containers or securely bundled. All such containers shall be taken to the curb or in the absence of curbs, the edge of a traversable roadway, no sooner than 5:00 p.m. the day before collection. After collection, containers shall be returned, by 8:00 p.m. on the day of pick-up, to the interior of the garage of the residence or to a location at the side or rear of the residence where they are not visible from the street or adjacent properties at ground level. unless because of sanitary, safety or other factors, the Director of Public Service by rule or regulations, designates that such containers shall be placed at the rear, or elsewhere on the lot. After collection or following the regularly scheduled day for collection of garbage and refuse, the owner or householder shall within twenty-four hours return such containers to the rear or other inconspicuous location on the lot.

(c) All large household items such as washers, dryers, refrigerators, hot water tanks, furniture, bedding, Christmas trees, etc. shall be placed at the curb. ~~All brush and tree limbs shall be tied in four foot bundles and not exceed fifty pounds in weight.~~

(d) Yard waste shall be placed in clearly labeled reusable yard waste collection containers or biodegradable yard waste bags for collection, which shall not exceed fifty pounds. Brush and tree limbs may also be tied in four-foot bundles that do not exceed fifty pounds in weight. If containers are used, they shall be stored pursuant to the same requirements set forth in section (a) above. Only yard waste generated on the resident's property shall be placed adjacent to said property for collection.

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

Steven R. Robinette, 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: 10/30/18
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Berry
Sponsored: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-58-18
1st Reading: 11/05/18
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-58-18

A RESOLUTION APPOINTING ELI PERKINS TO THE GROVE CITY HIGHER INVESTMENT PROGRAM COMMITTEE

WHEREAS, Council established the Grove City Higher Education Investment Program Committee by Ordinance C-31-15; and

WHEREAS, under the provisions of this Ordinance, City Council is to appoint two (2) members to said Committee; and

WHEREAS, one member has resigned and it is necessary to fill this vacancy.

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

SECTION 1. Mr. Eli Perkins is hereby appointed to the Grove City Higher Investment Program Committee.

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

Steven R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

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: 10/10/18
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No.: C-57-18
1st Reading: 10/15/18
Public Notice: 10/16/18
2nd Reading: 11/05/18
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-57-18

AN ORDINANCE TO APPROPRIATE \$50,000.00 FROM THE CONVENTION BUREAU FUND FOR CURRENT EXPENSES

WHEREAS, Chapter 192, Hotel Tax, provides for the imposition of an excise tax on transactions by which lodging by a hotel, motel or transient accommodations is or is to be furnished to transient guests; and

WHEREAS, said Chapter provides for the collection, segregation and disbursement of said funds; and

WHEREAS, collections of said funds have exceeded the budget estimates and appropriations need approved by Council for this purpose.

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

SECTION 1. There is hereby appropriated \$50,000.00 from the unappropriated monies of the Convention Bureau Fund into account #609000.559000 for the Current Expenses imposed by Chapter 192 of the Grove City Code.

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

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 10/10/18
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: XX

No.: C-58-18
1st Reading: 10/15/18
Public Notice: 10/16/18
2nd Reading: 11/05/18
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-58-18

AN ORDINANCE TO APPROPRIATE \$20,000.00 FROM THE SCIOTO TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT (JEDD) FUND FOR THE CURRENT EXPENSE OF MAKING PAYMENTS IN ACCORDANCE WITH THE JEDD CONTRACT

WHEREAS, City Ordinance C-31-13 authorized the creation of the Scioto Township JEDD; and

WHEREAS, the JEDD Contract requires funds to be disbursed to the Township of Scioto, the Village of Commercial Point, and the City of Grove City by the 10th business day of each quarter.

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

SECTION 1. There is hereby appropriated \$20,000.00 from the unappropriated monies of the JEDD Fund to account number 620000.559030 for the current expense of contractual obligations.

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

Steven R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 10/10/18
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: X 30 Days:
Current Expense:

No.: C-59-18
1st Reading: 10-15-18
Public Notice: 10-16-18
2nd Reading: 11-05-18
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-59-18

AN ORDINANCE TO REDUCE THE APPROPRIATION AMOUNT FOR THE RECREATION DEVELOPMENT FUND

WHEREAS, the Recreation Development Fund contain appropriations in excess of the 2018 certificate of resources; and

WHEREAS, the certificate of resources available for appropriation was calculated based on current information and best estimates immediately prior to the adoption of the 2018 tax budget in July, 2017, and

WHEREAS, the actual sources of revenue are expected to be less than anticipated; and

WHEREAS, it is necessary to reduce the appropriation amount in this Fund in order to maintain a balance at or below the total estimated resources..

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

SECTION 1. There is hereby a reduction in appropriations for the following account:

Amount	Fund	Account
\$ 130,000.00	Recreation Development	306000.572000

SECTION 2. This ordinance shall go into effect at the earliest opportunity allowed by law.

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 10/17/18
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense:

No.: C-62-18
1st Reading: 11/05/18
Public Notice: 11/06/18
2nd Reading: 11/19/17
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-62-18

AN ORDINANCE TO APPROPRIATE \$10,000.00 FROM THE SENIOR NUTRITION FUND FOR CURRENT EXPENSES

WHEREAS, the Senior Nutrition Fund was established to account for the receipt and expenditure of donations for senior nutrition programs of the City; and

WHEREAS, LifeCare Alliance administers Meals on Wheels and a senior dining site at the Evans Center to provide hot nutritional meals for homebound residents and adults aged 60 and over in Grove City and Jackson Township; and

WHEREAS, approximately 300 individuals are served on a weekly basis through these programs in Grove City and Jackson Township; and

WHEREAS, the annual Mayors Cup Golf outing raised approximately \$10,000 beyond program expenses; and

WHEREAS, this appropriation will allow for a donation of \$10,000 to LifeCare Alliance.

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

SECTION 1. There is hereby appropriated \$10,000.00 from the unappropriated monies of the Senior Nutrition Fund to account number 108000.559000.

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

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 10/19/18
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Sponsor: Mr. Berry
Emergency: 30 Days
Current Expense: _____

No.: C-63-18
1st Reading: 11/05/18
Public Notice: 11/06/18
2nd Reading: 11/19/18
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-63-18

AN ORDINANCE TO APPROPRIATE \$397,973.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF GANTZ PARK PLAYGROUND REDESIGN

WHEREAS, the Gantz Park playground is the most popular playground in the Grove City Park System; and

WHEREAS, the playground equipment is over 25 years old; and

WHEREAS, Gantz Park playground has been designated as a nature play area and the updated playground will meet this theme as well as be designated as an all-inclusive play area; and

WHEREAS, The City of Grove City has received a grant of \$300,000.00 from the State of Ohio Capital Budget Program; and

WHEREAS, The City of Grove City has received a matching grant from Gametime that needs to be executed before December 31, 2018; and

WHEREAS, the full amount for the project is \$397,973.00 including both grants; and

WHEREAS, appropriation authority is necessary to expend these monies.

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

SECTION 1. There is hereby appropriated \$397,973.00 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund and appropriated to account number 305000.603186 for the current expenses.

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

Steven Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

Date: 10/19/18
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Sponsor: Mr. Berry
Emergency: 30 Days:
Current Expense:

No.: C-64-18
1st Reading: 11/05/18
Public Notice: 11/06/18
2nd Reading: 11/19/18
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-64-18

**AN ORDINANCE TO AUTHORIZE THE PURCHASE OF LOT 159
ON DEMOREST DRIVE IN THE HOLTON RUN SUBDIVISION AND APPROPRIATE
\$75,520.00 FROM THE GENERAL FUND FOR SAID PURCHASE AND RELATED EXPENSES**

WHEREAS, the City wishes to acquire the property known as Lot 159 which is located on Demorest Drive in the Mitchell Crossing Section of the Holton Run Subdivision; and

WHEREAS, the lot was offered for sale to the City by the Homewood Corporation; and

WHEREAS, the purchase price of Lot 159 is under the appraised value of \$77,500.00.

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

SECTION 1. Council hereby authorizes the purchase of the property labeled as Lot 159 located on Demorest Drive as set forth in Exhibit "A" and outlined in the Purchase Agreement as set forth in Exhibit "B".

SECTION 2. There is hereby appropriated \$75,520.00 from the unappropriated monies of the General Fund to amount number 100120.571000 for the Current Expense of said purchase and related expenses.

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

Steven R. Robinette, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

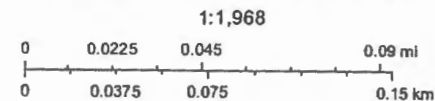
I certify that there is money in the treasury, or is in the process of collection, to pay the within ordinance.

Michael A. Turner, Director of Finance

Franklin County Auditors Office



October 18, 2018



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

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81-14-18

C-64-18

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (hereinafter called the "Agreement") is made and entered into this ___ day of _____ 2018, by and between **Homewood Corporation**, an Ohio corporation, whose address is 2700 E. Dublin-Granville Road, Columbus, OH 43231 (hereinafter referred to as "Seller"), and **City of Grove City**, whose mailing address is 4035 Broadway, Grove City, OH 43123 (hereinafter referred to as "Buyer").

WITNESSETH

WHEREAS, Seller covenants and warrants that Seller is the owner of real property situated in the **State of Ohio, County of Franklin, City of Grove City**, which property is subdivided into a subdivision known as **Holton Run, Section 6** for which the final plat has been prepared, a copy of which is attached hereto and made a part hereof as Exhibit "A".

WHEREAS, Seller will by recordation of the plat subdivide the premises described in Exhibit "A" into single family lots (hereinafter referred to as "the lots") suitable for construction by Buyer of single family residences thereon;

WHEREAS, Seller desires to sell to the Buyer and Buyer desires to purchase from the Seller the Lot(s) described herein;

NOW THEREFORE, in consideration of the foregoing and the covenants and warranties, terms and conditions hereinafter set forth, the parties agree as follows:

1. **PURCHASE AND SALE:** Subject to the provisions hereof, Seller agrees to sell and Buyer agrees to purchase and pay for, on the terms and conditions contained in this Agreement, lots in **Mitchell Crossing** as follows:

<u>Lot(s) No.</u>	<u>Price</u>
159	\$75,520

The total ("Purchase Price") shall be Seventy Five Thousand Five Hundred Twenty Dollars (\$75,520.00).

In addition, Buyer shall reimburse Seller for any pre-paid sewer and/or water taps, which shall be assigned to Buyer at closing.

The Purchase Price shall be payable as follows:

- (a) Upon execution of the Agreement, Buyer shall deposit with Seller the sum of **\$2,500.00** Dollars, which sum shall be credited at the closing toward the purchase of said lot as described herein.
 - (b) The balance of the Purchase Price for the lot shall be paid at the closing thereof by cashiers or certified check.
 - (c) Seller acknowledges that there are no sanitary sewer or water taps pre-paid and that there will be no reimbursements.
2. **RESTRICTIVE COVENANTS:** The parties agree that, pursuant to Seller's plan to enhance the property, restrictive covenants will be imposed upon the lots, a example of which has been attached to this Agreement as Exhibit "B" and made a part hereof. Any desire on the City's part to deviate or modify the Deed Restrictions will be the responsibility of the Buyer.
3. **ARCHITECTURAL APPROVAL:** Seller maintains architectural approval in Subdivision. Home plans, including elevations, floor plans, square footage, exterior materials and exterior colors must be submitted to Seller for approval prior to submitting for a building permit. Other uses, as may be approved, are also subject to Developer approval. Such approval shall not be unreasonably withheld.
4. **REPRESENTATION:** Seller agrees that all labor, materials and construction costs for the development of the lots has been or shall be paid in full by Seller on a current basis, that lots shall remain free and clear from all mechanic's liens and all other liens except a first mortgage lien and current taxes and assessments, provided, however, that should the filing of a lien against any lot due to alleged act(s) of Seller occur, Seller shall use its best effort to cause such lien to be resolved from the subject lot(s) forthwith and Seller shall have the right to contest, at its own expense, and in good faith, the validity or enforceability of any such lien.
5. **BUYER'S OBLIGATIONS:** Buyer shall be responsible, at its expense, for complying with any code requirements and specifications for curb removal, if any, and replacement of driveway approaches. Buyer agrees to remove all construction debris and excess soil or rock resulting from its building operations from the lots and will not dump excess soil or rock within the Subdivision in which said lots are located on or adjacent to land owned by Seller without obtaining prior approval from Seller. Buyer shall finish grade each lot, at its own expense and in conformity with the master grading plan prepared by Seller's engineer. Buyer agrees to, at its own expense, keep all public roadways within said Subdivision clear and free from debris caused by Buyer and to comply with all governmental ordinances and orders regarding same and to be responsible for the installation of public sidewalks and driveway approaches for each lot. Buyer is not interested in and will not sell lots to anyone interested in

holding such lots for further appreciation. Therefore, Seller requires and Buyer agrees to commence construction of the improvements on and to each lot(s) within a period not to exceed two (2) years from the date of closing of the purchase contemplated herein and to fully complete construction of any and all improvements on and to the lot(s) the subject hereof within a reasonable period of time from the date of commencing construction. If Buyer fails to meet either of the time requirements of this paragraph, Seller, at its option, may demand the Buyer shall comply with a reconveyance of each lot to Seller at the same purchase price as specified herein. It is understood that Buyer shall be responsible for payment of the standard fees and charges associated with water taps, sanitary sewer connections and system capacity charges normally paid by builders at the time building permits are obtained. In addition, Buyer agrees to responsibilities listed in Exhibit "C".

6. EVIDENCE OF TITLE: Seller shall furnish and pay for an Owner's closing title insurance commitment certified to no more than ten (10) days prior to the date of closing and after closing an owner's title insurance policy in the amount of the total Purchase Price. The Title commitment shall show title in Seller and the policy shall insure in Buyer a good and merchantable title in fee simple to the lot(s), free and clear of all liens and encumbrances whatsoever, except:

- (I) installments of real property taxes and assessments not then due and payable;
- (II) zoning ordinances;
- (III) legal highways and public rights of way;
- (IV) other items agreed to by Buyer;
- (V) items set forth in this Agreement;
- (VI) restrictions, conditions and utility easements of record which do not interfere with Buyer's intended use of the lot(s) for construction and sale of a residential dwelling.

Said title insurance shall be issued by a reputable title company licensed to do business in the State of Ohio. If title to the premises to be conveyed is defective or unmerchantable, or if any part thereof is subject to liens, encumbrances, easements, conditions or restrictions, other than those excepted above, or in the event of any encroachment, Seller shall have a reasonable time, not to exceed thirty (30) days after written notice thereof, within which to remedy or secure title insurance against such defect, lien encumbrance, easement, condition, restriction or encroachment within said thirty (30) day period, Buyer may at his option, within (30) days thereafter:

- a) purchase Seller's interest in the lot subject to such defect, lien encumbrance, easement, condition, restriction or encroachment according to the terms and conditions herein set forth, in which Buyer waives any claims for damage or reimbursements hereunder; or

- (b) terminate this Agreement only with respect to the lot subject to such defect in which case any monies paid hereunder by Buyer to or on behalf of Seller for said lot shall be returned to Buyer forthwith and neither party shall have any further claim against the other by reason of this Agreement with respect to such lot.

It is agreed by the parties hereto that the merchantability of title shall be determined in accordance with the Standards of Title Examination adopted by the Ohio State Bar Association, and any matter which comes within the scope of said standards shall not constitute a valid objection to the title, provided Seller complies with the requirements of said standards.

At closing for a lot, Seller shall sign an affidavit with respect to off-record title matters in accordance with community custom.

If title insurance is required by Buyer's lender, if any, then Buyer shall pay the cost of such insurance.

7. DEED: Seller shall convey to Buyer merchantable title in fee simple by transferable and recordable limited warranty deed, free and clear of all liens and encumbrances except those as set forth in paragraph six (6) hereof. The deed of conveyances shall be to **City of Grove City**. Seller shall pay the requisite conveyance fee payable to the County Auditor.
8. CLOSING: Closing of the lots shall occur on or before **December 31, 2018**. Substantial development of the lot(s) is complete and building permits are obtainable, and execution of this agreement by Seller constitutes notice thereof. Installation of gas, electricity and telephone service in the subdivision shall not be a condition precedent to closing. Buyer and Seller shall agree on a reasonable acceptable time, date and place of closing in advance so Seller may obtain a title commitment for Buyer in a timely fashion. **Closing shall occur at Columbia Title.**
9. POSSESSION AND INSTALLATION OF SIGN ON LOTS: Seller shall deliver exclusive possession of each lot to Buyer upon the date of applicable closing thereof. From and after the date of this Agreement and unless in default, Buyer shall have the right to install and maintain on the lot(s) that are the subject of this Agreement a sign indicating that such lot(s) is available for sale through Buyer. Unless in default, Buyer shall be entitled to go upon any lot subject of this Agreement for the purpose of making soil tests, surveys and other examinations concerning such lot(s).

14. RENTAL PROPERTIES: Buyer shall not cause nor permit any lot purchased pursuant to this Agreement to be improved and utilized as a rental property by Buyer or any affiliates thereof without Seller's express written consent.
15. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between Seller and Buyer and no amendment or modification of this Agreement may be made except by an instrument in writing signed by both parties.

16. SURVIVAL: All covenants, representations, and agreements of the parties contained in this Agreement shall survive each closing and delivery of Seller's deed with respect to any lot.
17. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the Seller and Buyer and their respective heirs, personal representatives, successors and assigns, provided that Buyer shall have the right to assign this Agreement and any and all interest which Buyer may have in this Agreement on the conditions that such assignment shall not in any way release Buyer from the performance of any obligation hereunder without prior written consent of Seller.
18. 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 deemed given when personally delivered to or when deposited in the United States mail, certified mail return receipt requested, and with proper postage prepaid, addressed as follows:

SELLER: HOMEWOOD CORPORATION

2700 E. Dublin-Granville Road
Columbus, Ohio 43231
(614) 898-7200

BUYER: CITY OF GROVE CITY

4035 Broadway
Grove City, OH 43123
614-277-3000

29. TIME OF PERFORMANCE: The parties agree that time is of the essence in performance of all of the duties and obligations provided for herein for or by either party hereto and, specifically, that failure to close on the purchase of lots or pay any cost of carry as provided for in this Agreement hereto shall constitute a default entitling Seller to declare a default..

IN WITNESS WHEREOF, the parties have hereto set their hands in multiple counterparts the day and year first above written.

SELLER:

HOMEWOOD CORPORATION,

BY: _____
James L. Lipnos, President

BUYER(S):

CITY OF GROVE CITY,

BY: _____

EXHIBIT "A"

HOLTON RUN

SECTION 6

CLAYBROOKE CRO
SECTION 6 PAR
P.B. 119, P.

CLAYBROOKE CROSSING
SECTION 5 PART 2
P.B. 115, P. 26

CLAYBROOKE CROSSING
SECTION 5 PART 1
P.B. 112, P. 35

Existing Sanitary
Sewer Easement
200210040249144

DRIVE
COPPERN

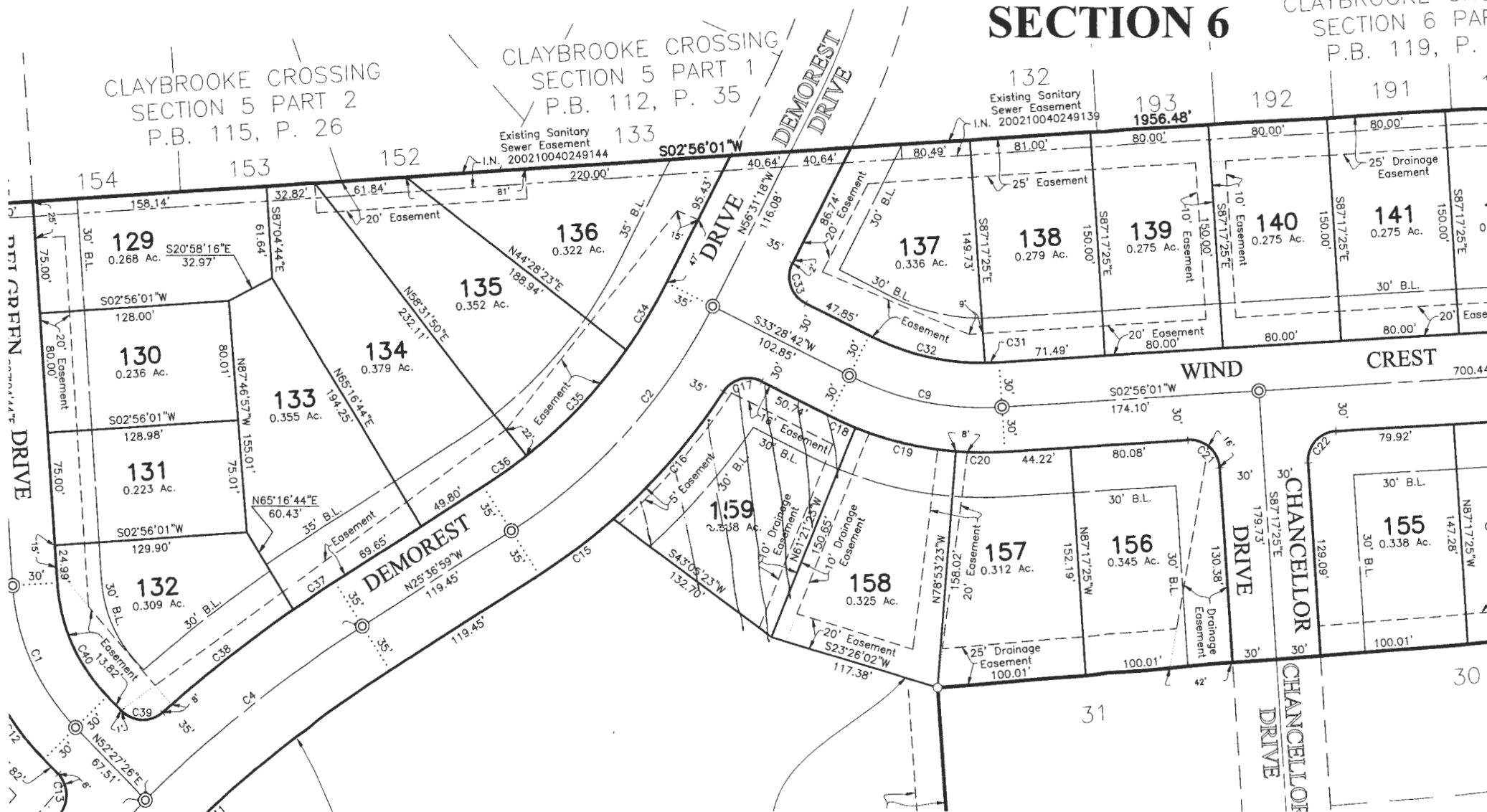


EXHIBIT "B"

EXHIBIT "C"

RESPONSIBILITIES OF BUYER DURING CONSTRUCTION

For the protection of all purchasers of Subdivision lots and to assure the overall success of the project, the following rules have been established and will be strictly monitored and enforced by the Seller.

1. BUYER will have all sanitary sewer manholes, storm sewer manholes, rear yard drains, main water line tap boxes uncovered, exposed and adjusted to finish grade after sodding and seeding of the yard and installation of walks and driveways.
2. BUYER, his agents, customers, licensees or subcontractors will only enter his lot through the road frontage of that lot. No access through adjacent lots will be permitted.
3. BUYER agrees that he will repair any damage to curb or utility improvements anywhere within the subdivision which he, his agents, customers, licensees, or subcontractors may cause. Buyer also agrees that if such damage is not promptly repaired, the Seller may make such repairs and receive, upon demand, from Buyer the actual cost incurred.
4. BUYER will store necessary construction material and equipment only on his lot. Storage on other lots will be forbidden.
5. BUYER will spoil excavated material on his lot only. Any excess spoilage will be trucked off the project, not placed on other lots within the subdivision unless prior approval is granted by Seller.
6. BUYER will set the house elevation and finish grades in strict accordance with the overlot grading plan for the subdivision. No deviation therefrom will be allowed without prior written permission from Seller.
7. BUYER will install the main concrete sidewalk and driveway apron where required or escrow the amount necessary to pay for such improvements before any occupancy of the premises.
8. BUYER must mow vacant lots at least three times annually, between May 15th and September 15th.
9. BUYER will display no more than two signs of five square feet each while houses are for sale.
10. BUYER will remove all trash and construction debris from vacant lots at least monthly and at least weekly during house construction. Buyer will be responsible for keeping gutters and street clean along his frontage.
11. BUYER shall accurately identify all trees to be cut on the lot and shall notify Seller in writing that such identification has been completed. Thereafter, prior to commencement of construction, Seller shall have 10 days to enter upon lot to remove any such trees for transplanting.

Date: 10/30/18
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Turner
Sponsor: Mr. Davis
Emergency: 30 Days:
Current Expense: XX

No.: C-65-18
1st Reading: 11-05-18
Public Notice: 11-06-18
2nd Reading: 11-19-18
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-65-18

AN ORDINANCE TO REDUCE THE APPROPRIATION AMOUNT FOR THE STREET MAINTENANCE FUND

WHEREAS, the Street Maintenance fund contains appropriations in excess of the 2018 Certificate of Resources; and

WHEREAS, the 2018 appropriation ordinance was calculated based on current information and best estimates prior to its adoption in December, 2018, and

WHEREAS, actual ending balances were less than anticipated in the Street Maintenance Fund; and

WHEREAS, it is necessary to reduce the appropriation amount in the Street Maintenance Fund in order to maintain total spending at or below the total estimated resources.

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

SECTION 1. There is hereby a reduction in appropriations for the following accounts.

Amount	Fund	Account Name	Account Number
\$ 50,000.00	Street Maintenance	Part Time Salaries	101400.513200
\$ 50,000.00	Street Maintenance	Professional Services	101400.541000

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

Steven Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 10/30/18
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Turner
Sponsor: Ms. Houk
Emergency: 30 Days
Current Expense: _____

No.: CR-59-18
1st Reading: 11-05-18
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR-59-18

A RESOLUTION REALLOCATING PROJECT FUNDING AMOUNTS FROM THE RACETRACK REDEVELOPMENT FUND GRANT

WHEREAS, in 2012 the State of Ohio established a Racetrack Facility Community Economic Redevelopment Fund to assist in the redevelopment of abandoned racetrack facilities, and the City was eligible to receive up to Three Million Dollars from the Fund to assist in the redevelopment of the abandoned track facility and defined project area; and

WHEREAS, Ordinance C-27-15 established a Racetrack Redevelopment Committee which is required to submit grant requests to City Council; and

WHEREAS, Resolution CR-29-15 approved the terms of the Grant Agreement with the Ohio Development Services Agency; and

WHEREAS, on May 28, 2015, the Racetrack Redevelopment Committee unanimously recommended and Council approved (CR-33-15) the following projects and amounts:

1. \$1,360,350.00 for the restoration and relocation of West Water Run.
2. \$750,000.00 for demolition, environmental assessment, and utility master planning.
3. \$295,000.00 for design and construction of a 10' greenway trail and path; and

WHEREAS, on October 22, 2018, the Racetrack Redevelopment Committee unanimously recommended increasing the amount of the West Water Run project to \$1,448,350.00 and reducing the amount of demolition, environment assessment, and utility master planning to \$662,000.00.

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 funding changes recommended by the Racetrack Redevelopment Committee.

SECTION 2. Per CR-29-15, the City Administrator is hereby authorized to execute any and all necessary documents under the approved Grant Agreement, as approved to legal form by the Director of Law.

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

Steven R. Robinette, President of Council