

**GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA**

December 20, 2021

6:30 Caucus

7:00 p.m. Regular Meeting

Call to Order: President Houk

Roll Call: Clerk of Council

Approval of Minutes

Welcome & Reading of Agenda: Pres Houk

LANDS: Mr. Schottke

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| <u>Ordinance C-67-21</u> | Approve the Rezoning of 145.6+ acres located North of S.R. 665 and East of S.R. 104 from SF-1 to PUD-R with Zoning Text. Second reading and public hearing. |
| <u>Ordinance C-70-21</u> | Authorize the City Administrator to enter into Community Reinvestment Area Agreements to expand CRA #1. Second reading and public hearing. |
| <u>Ordinance C-71-21</u> | Authorize the City Administrator to Execute Pre-Annexation Agreements with Various Property Owners in the vicinity of I-71 and S.R. 665. Second reading and public hearing. |
| <u>Ordinance C-77-21</u> | Accept the Plat of Beulah Park, Subarea G. First reading. |
| <u>Ordinance C-78-21</u> | Approve amendments to the Zoning Text for Trail View Run and Treetops @ Trailview Run located at 1419 Berror Road, as approved by Ord. C-28-18. First reading. |
| <u>Resolution CR-59-21</u> | Approve a Certificate of Appropriateness for the installation of Rooftop Solar Panels to JP Morgan Chase located at 2161 Stringtown Rd. |
| <u>Resolution CR-65-21</u> | Approve the Development Plan for Forge Biologics Addition located at 3900 Gantz Road. |
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SERVICE: Mr. Berry

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| <u>Ordinance C-72-21</u> | Accept Stormwater and Sanitary Easements on the Pinnacle Quarry site. Second reading and public hearing. |
| <u>Ordinance C-73-21</u> | Supporting the Stormwater Modeling Report and designating \$3.9 million from the American Recovery Plan Act for Municipal Stormwater Projects identified in the Final Stormwater Report from EMH&T. Second reading and public hearing. |
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FINANCE: Mr. Holt

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| <u>Ordinance C-74-21</u> | Appropriate \$1,750,000.00 from the Deposit Trust Fund and Reduce Appropriation Amounts from Various Funds. Second reading and public hearing. |
| <u>Ordinance C-75-21</u> | Appropriate \$6,000.00 from the Senior Nutrition Fund for the current expense of the Meals on Wheels Program. Second reading and public hearing. |
| <u>Ordinance C-76-21</u> | Appropriate \$8,633.00 from the Local Coronavirus Relief Fund for the current expense of Pandemic-related expenses as required under the CARES Act. Second reading and public hearing. |
| <u>Ordinance C-79-21</u> | Authorize the City Administrator to Execute the Central Ohio Health Care Consortium Joint Self-Insurance Agreement and Declare an Emergency. |
| <u>Ordinance C-80-21</u> | Make Appropriations for Current Expenses and Other Expenditures for which the City of Grove City must provide during the twelve months ending December, 31, 2022. |
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Call for New Business: ***Electric Aggregation 2nd Public Hearing***

Call for Dept. Reports & Closing Comments Adjourn

ON FILE: Minutes of: 12/06 & 12/15 Council; 12/7 Plan. Comm.

Date: 11/09/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-67-21
1st Reading: 11/15/21
Public Notice: 11/16/21
2nd Reading: 12/20/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-67-21

AN ORDINANCE FOR THE REZONING OF 145.6+ ACRES LOCATED NORTH OF S.R. 665 AND EAST OF S.R.104 FROM SF-1 TO PUD-R WITH ZONING TEXT

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

WHEREAS, the Planning Commission *denied* the rezoning on November 02, 2021, with the following stipulation: *The Plan Sheets and Exhibits showing site layout including roadway, lot and trail configuration are included for illustrative purposes. The Final design of the site shall be approved with the Development Plan.*

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 PUD-R:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 1105 *and being all of that tract of land as conveyed to S & W Huggett Ohio LLC as recorded in Instrument No. 200809300146421, all deed references refer to the records of the Official Recorder's Office, Franklin County, Ohio, and being more fully described in Exhibit "A" attached hereto and made a part hereof.*

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

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

Christine Houk, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

C-67-21

Received By:
Grove City Development
Date: 09/01/2021

Zoning Description

144.27 Acres

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey No. 1105 and being all of that tract of land as conveyed to S & W Huggett Ohio LLC of record in Instrument Number 200809300146421, all deed references refer to the records of the Recorder's Office Franklin County, Ohio and described as follows:

Beginning at the northeasterly corner of said S & W Huggett Ohio LLC tract at the intersection of the southerly line extended of that plat entitled Scioto Meadows Section 1 Part 1 of record in Plat Book 89, Page 3, with the centerline of State Route 665;

Thence South 5°34'09" East with said centerline a distance of 2567.35 feet to an angle point in said centerline;

Thence North 82°15'14" West continuing with said centerline a distance of 2215.35 feet to the southeasterly corner of a 2.204 acre tract as conveyed to Steve M. and Sharon Doersam of record in Instrument Number 201101070004133;

Thence with the perimeter of said 2.204 acre tract the following courses:

North 7°25'40" East a distance of 481.11 feet to a corner thereof;

North 82°34'20" West a distance of 200.00 feet to a corner thereof;

South 7°25'39" West a distance of 480.00 feet to a corner thereof in the centerline of said State Route 665;

Thence North 82°15'14" West with said centerline a distance of 1629.33 feet to the southeasterly corner of a 1.520 acre tract as conveyed to Kip A. and Barbara R. Thompson of record in Instrument Number 200506210120647;

Thence with the perimeter of said 1.520 tract the following courses:

North 7°46'04" East a distance of 290.74 feet to a corner thereof;

North 80°15'21" West a distance of 180.18 feet to a point in the easterly right-of-way line of State Route 104;

Thence North 3°41'08" East with said easterly right-of-way line a distance of 543.33 feet to an angle point in said right-of-way line;

Thence North 86°26'33" West with said easterly right-of-way line a distance of 54.70 feet to a point in the centerline of said State Route 104;

Thence North 3°41'45" East with said centerline a distance of 113.01 feet to a point;



Zoning Description

144.27 Acres

Thence partly with the southerly line of a 1.0614 acre tract as conveyed to Daniel Riffe of record in Instrument Number 200309110290430 and partly with the southerly line of Scioto Meadows Section 1 Part 2 (Plat Book 89, Page 3) the following courses:

North 84°47'39" East a distance of 2928.35 feet to a corner thereof;

North 3°52'11" East a distance of 686.51 feet to a corner thereof;

North 85°01'11" East a distance of 950.27 feet to the **Point of Beginning** and containing **144.27 acres** of land more or less.

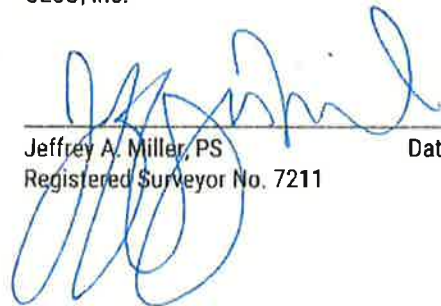
Subject to all covenants, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared for Zoning Purposes only.

The Basis of Bearing for this description is South 05°34'09" East for a portion of State Route 665.



CESO, Inc.

 9-1-21
Jeffrey A. Miller, PS
Registered Surveyor No. 7211
Date 09/01/2021



C-67-21



C-67-21

Applicant Resubmission Draft 10-29-21

**PULTE – COMMUNITIES AT PLUM RUN
(Huggett Property)
Development Standards and Zoning Text
Grove City, Ohio**

CURRENT ZONING: SF-1 (SINGLE FAMILY)

PROPOSED ZONING: PUD-R (PLANNED UNIT DEVELOPMENT- RESIDENTIAL)

Property Owners:

S & W Huggett Ohio LLC
14337 US Rte. 23
Ashville, OH 43103

Applicant:

Pulte Homes of Ohio LLC
475 Metro Place S. Ste. 200
Dublin, OH 43017

Authorized Representative:

Thomas L. Hart
Isaac Wiles
Two Miranova Place, Ste. 700
Columbus, Ohio 43215

I. PROPERTY

The property ("Property") consists of approximately 144.27 acres± acres north and west of London-Groveport Road (S.R. 665) and east of Jackson Pike (S.R. 104) as further described on the attached Final Development Plan, legal description (Exhibit A) and Survey (Exhibit B).

II. INTRODUCTION

The proposed community will consist of a mixture of single-family homes designed for families with children and free-standing patio/condominium homes designed with a minimum of two bedrooms on the first floor and no more than 50% of the first floor area permitted on the second floor (if a second floor option is chosen by the customer). The patio/condominium homes are designed for buyers seeking "first floor living" and typically appeal to the active adult consumer who desires community lifestyle services such as lawn/ landscape maintenance and snow removal. Patio home lifestyle living is in high demand in the area as active adults continue to downsize but prefer to stay in their own community. The community is designed as an enclave opportunity for this type of living in an area with access to parks and trails in close proximity to children and grandchildren living nearby.

The style, size and types of conventional single-family homes are consistent with the adjacent communities, but include updated home designs, features and enhanced values.

The site plan will activate and allow regional access to the Plum Run stream corridor by providing scenic overlooks as well as by locating the regional multi-use path within the property and near the stream.

III. GENERAL PROVISIONS

- a. The provisions outlined within these development standards zoning text and the Final Development Plan (Exhibit C) shall apply to the 144.27 +/- acres of land as described in Exhibit A unless otherwise approved by Grove City Council. Other provisions of the Grove City Code (the "Code", including the Standard drawings and other policies shall only apply to the extent that this zoning text and Final Development Plan standards do not address such matters. Any deviations from the standards outlined in the text may be granted by City Council, through the development plan.
- b. This PUD-R development is divided into four Subareas A, B, C and D with applicable standards for each described herein.
- c. All provisions of this text are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection section or other provision is invalid or that the application of any part of the provision is invalid, the remaining provisions and the application of those provisions shall not be affected by that decision.
- d. Where there is or appears to be a conflict between the approved Text and Development plan, the more restrictive requirements shall apply. Where there is or appears to be a conflict between the Text and the Code, the Zoning Text shall control.

IV. PERMITTED AND ACCESSORY USES

- a. The Communities at Plum Run PUD will be a residential neighborhood that shall contain a mixture of detached single-family homes on public streets (Plum Run Ridge) and detached Patio/Condominium Homes (Plum Run Preserve) on private streets.
- b. A maximum number of detached single-family homes shall be permitted at three-hundred and ninety-seven (397) with lot standards and governed by regulations as further provided herein.
- c. Open spaces for the purpose of recreation, stormwater management and stream corridor protection zones, as estimated on plan exhibits and are to be confirmed with final engineering, surveying and construction plan review
- d. Other permitted uses shall include entry features, site landscape fences or walls, signs, columns, related landscape lighting, multi-use paths and scenic overlooks to incorporate natural views, playground/tot lot, landscaping structures and benches to enhance open space, signage, trees and other plantings, protected natural areas of the stream corridor, model homes and related operations and other features incidental to detached single-family housing.
- e. Accessory uses shall be regulated in accordance with the Grove City Zoning

Zoning and Development Standards Text
Code.

- f. Model homes under City Code and with standards provided herein. Off-street parking for model homes may be permitted on one or more lots.
- g. Each home in Sub-Areas A-1, A-2, B & C shall be on fee-simple platted lots. Homes in Sub-Area D are intended to be owned in a condominium form of ownership as per ORC 53

V. GENERAL DEVELOPMENT STANDARDS:

- a. The density of the site shall not exceed Three Hundred and Ninety-Seven (397) units, with a maximum gross density of +/-2.75 dwelling units per acre.
- b. Entryways. Landscaped entry features to the site will be located on London-Groveport Road (SR 665, two entrances for single family subareas) and Jackson Pike (SR 104) with lesser landscaping provided at Ravines End Drive and Ann Arundal Lane for the single-family subareas A, B and C. Separate entrances and entry features to the patio homes/condominium subarea D from London-Groveport Road are also provided. The entrances shall incorporate design elements as depicted on exhibits and site plans and may include fencing, landscaping walls, signage, columns/piers, fountains, and related landscaping and lighting within open spaces. Entry signage is permitted at all entrances off Jackson Pike and London Groveport Road and shall meet signage requirements and setbacks of Chapter 1145 and the landscaping requirements of Section 1136.09(a)(1).
- c. Streets.
 - 1. All Public Streets shall be a minimum of 28 feet in width (as measured from face to face).
 - 2. All Private Streets shall be a minimum of 24 feet in width (as measured from face to face), owned and maintained by the Condominium or Home Owners Association. Private streets shall be permitted to deviate from the public roadway standards as part of the Final Development Plan for the patio/condominium subarea. Such deviation shall be approved as part of the Final Development Plan.
- d. Sidewalk and Multi-Use Path. Each street shall have a path and/or sidewalk on each side. An 8-foot wide regional path shall be constructed and dedicated for public use to provide recreational opportunity to the residents of the neighborhood as well as the larger community and to access the natural areas bordering Plum Run as depicted on the Final Development Plan. Final sidewalk and path locations shall be approved on the Final Development Plan locations with allowance for the balancing of

aesthetics, construction feasibility, maintaining grade, topography and drainage, and/or existing vegetation.

- e. Open Space. Open space is estimated on plan exhibits and is subject to final engineering, surveying and construction plan review.

1. Open space is to be reserved for passive activities, as well as recreation, and will include benches and other seating areas, along with connecting paths and sidewalk accesses as generally shown on the Final Development Plan.
2. Open space calculations may vary from the calculations provided herein and on Final Development Plan Exhibits based on minor site plan adjustments for engineering, utility and other field location decisions as shown on the final engineering plan/plats provided such final open space calculations meet the requirements of Section 1101.09(b) and such adjustments are approved by the City.
3. Open space, including stormwater ponds, structures, facilities and paths shall be owned and maintained by the owners' associations, unless otherwise agreed with the City under an approved Development Agreement or if approved by Council at the time of platting.
4. The Plum Run stream corridor and associated floodplain shall be preserved and may contribute to the required open space per Section 1101.09(b) provided that the area is activated by a path system and scenic overlooks.
 - i. Open space amenities and specific open space acreages shall be depicted on the Final Development Plan as determined by final engineering. Open space shall include Playgrounds and related facilities as depicted on plan exhibits and may also include elements such as bicycle racks and trash receptacles for the convenience of homeowners and guests

- f. Site Lighting. Site lighting on the public streets shall meet the current requirements of Grove City Code and the lighting fixtures will match the fixtures in the adjacent community of Scioto Meadows. The Private Street lighting will be similar to the fixtures in the Public Street area but will be owned and maintained by the owners' association (or via a "lease lighting" program entered into by the condominium association and the local utility provider, e.g., AEP). Street intersections shall be lighted with more limited lighting and spacing of lights on streets away from intersections.

- g. Fencing.

1. Site landscape fencing ("off-lot") as depicted in plan exhibits, may be located at entry features and within perimeter setback areas along Jackson Pike and London Groveport Road and is to be white three-rail of a white vinyl, composite or weather resistant material.
2. All "on-lot" fencing shall not exceed the following heights: unless otherwise specified: 48" for yard fences. 72" for privacy fences around

patios, hot tubs, etc.

3. In addition to the standards set forth in this text, all on-lot fence heights and styles are subject to written approval of the owners' association prior to installation.
4. Pool fencing shall be as required by applicable governmental rules and regulations and owners' association documents.
5. Yard fencing may be permitted within subareas A-1, A-2, B and C - **Single Family homes** under the following standards:
 - i. All fences must be located on a property owner's property line(s) or set-back a minimum of twenty four inches (24") from the property line. Placement of a fence on the property line constitutes the acknowledgement of the property owner that a fence on a neighboring property may be erected to "tie-in" to such fence so that duplicate, parallel fences on adjacent properties can be avoided.
 - ii. No fence may be erected within four feet (4') of an existing fence on an adjacent property except where such fences "come together" to form a connection point of such fences.
 - iii. If the erection of an approved fence would result in the creation of an area on a property owner's lot that cannot be accessed for maintenance purposes other than from an adjacent owner's property, a gate must be erected in such fence so that the property owner can maintain his/her entire lot without trespassing/entering upon such neighbor's property.
 - iv. No fence may be erected closer to any street than the platted building set-back line relative to such street. In the case of corner lots, the setbacks from BOTH streets shall apply.
 - v. Fences may not be erected to "clip a corner" or otherwise "box out" utility junction boxes that are located on the lot on which the fence is being erected. An Application that has been "Conditionally Approved" and which shows a fence alignment that results in such utility junction boxes being 'outside' of the fenced area of the yard are understood to require a change in alignment, such that the proposed fence follows property lines around the utility junction boxes, or runs parallel to property lines and is adequately set back from property lines to meet all of the foregoing requirements (including the requirement for one or more gates, if appropriate).
 - vi. All fences must be installed 'beauty-side out,' with all structural members (stringers) located on the side of the fence visible from the enclosed part(s) of the lot.
 - vii. Fences are required to comply with any and all height limitations established in City Code or community deed restrictions, whichever is more stringent.
 - viii. Fences must be erected along straight lines at consistent heights so as to provide a clean, professionally-installed appearance; and all fence approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the fence in good condition, including replacement of damaged, broken or missing

Zoning and Development Standards Text

- fence boards, and painting/staining as appropriate from time-to-time (including gate hardware visible from the outside of the fenced yard). The 'standard' for fence maintenance and appearance is the general appearance of other fences and improvements within the same subdivision.
- ix. Fences intended to enclose the rear yard of a Lot ("Rear-Yard Fencing") shall adhere to the style of fence as depicted on Exhibit F-1 attached hereto or substantially similar to style depicted in Exhibit F-1.
6. Yard fencing may be permitted within subarea D **Patio Homes** under the following standards:
- i. Fences are required to comply with any and all height limitations established in City Code or the applicable deed restrictions, whichever limitations are stringent.
- ii. Fences must be erected along straight lines at consistent heights so as to provide a clean, professionally-installed appearance; and all fence approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the fence in good condition, including replacement of damaged, broken or missing fence boards, and painting/staining as appropriate from time-to-time (including gate hardware visible from the outside of the fenced yard). The 'standard' for fence maintenance and appearance is the general appearance of other fences and improvements within the same condominium.
7. Patio privacy fencing may be permitted with subarea D **Patio Homes** under the following standards:
- i. Privacy screening fences may not fully enclose a lot or patio. The privacy screening fence is only to be installed adjacent to patios and shall only be located along one side of any patio.
- ii. Privacy screening is not to exceed 6' in height and should not extend longer than 20' beyond the depth of the structure.
- iii. Unless otherwise permitted by the Design Review Board as established by the owners' association documents, the privacy screening is to be white vinyl with an open lattice style top as generally depicted on Exhibit "F-2".
- h. Retention Ponds. Retention Ponds shall comply and be constructed in accordance with Grove City's Stormwater Design Manual, unless otherwise permitted by this text.
- i. Landscaping, Screening, and Tree Preservation.
1. Screening of Service Structures
- a. Service structures shall be screened per Code (Section 1136.08).

2. Unit Trees

- a. There shall be three (3) trees planted per single-family residence.
- b. Trees may be small, medium or large species and shall be a minimum of two (2) inches in caliper at installation or a minimum of six (6) feet in height, if evergreen.
- c. Multi-stem and evergreen trees are permitted to account for trees required for Subarea D.
- d. Trees shall be arranged within the front, side or rear yard areas with emphasis on the front facades in all Subareas. In addition, trees required for Subarea D may be located within any open space or setback area of any Subarea.
- e. In the case that trees die, trees shall be re-installed by the developer or the HOA per the final development plan.

3. Foundation Plantings

- a. A minimum of one-third (1/3) of the façade, or facades in the case of corner lots, fronting the public or private street shall be landscaped adjacent to the foundation with a minimum of five (5) shrubs, ground cover or ornamental plantings.
- b. The average height of foundation plantings at installation shall be twenty-four (24) inches minimum.

4. Perimeter Landscape Treatment

- a. A landscape treatment shall be provided in the open space reserve areas between residential lots and London-Groveport Road (SR 665) and Jackson Pike (SR 104) as detailed in the Final Development Plan, including the following;
 - i. Mounding shall vary in height and slope to create a rolling, natural appearance. Mound heights may range up to eight (8) feet, with average heights ranging from four (4) to six (6) feet. Slopes may range from 3:1 to 10:1. Mounding shall be located outside the public right-of-way and shall not obstruct site distance at any driveways or public intersections.
 - ii. Plantings at a rate of seven (7) evergreen trees, two (2) large deciduous trees and one (1) ornamental tree per one hundred (100) linear feet of lot perimeter.
 - iii. Evergreen trees shall be installed at a minimum height of six (6) feet.
 - iv. Deciduous trees shall be installed at a minimum caliper of two and one-half (2½) inches.
 - v. Ornamental trees shall be installed at a minimum height of seven (7) feet, and shall be a minimum of 1.75" caliper at time of installation

5. Street Trees

- a. Street trees shall be located along all streets within the Communities at Plum Run development and be spaced per chapter 1136.09(b) of City

code. Street trees shall be owned and maintained by the Homeowners/Condominium Association, unless located on owner's lots. In the case that trees die, street trees shall be replaced by the Homeowners/Condominium Association.

- b. Street trees shall vary in species to prevent a monoculture so long as they are in accordance with the City's planting list as approved by the City's Urban Forester. Invasive plant species - as listed by the Ohio Department of Natural Resources (ODNR) shall be prohibited and the use of native plants will be encouraged. The amount and type of trees shall be approved by the City's Urban Forester.
 - c. At time of installation, all street trees shall have a clear canopy height of at least five feet (5') above the ground for traffic safety purposes.
 - d. The minimum distance between the tree and the back of the street curb shall be two and one-half feet (2-1/2'). In the areas where a sidewalk exists or is proposed, the minimum distance between the tree trunk and both the edge of the street and the sidewalk shall be two feet.
 - e. The minimum trunk caliper measured at six inches above the rootball for all street trees shall be no less than two (2) inches.
6. Retention Area Planting
- a. There shall be one (1) tree planted on site for every fifty (50) lineal feet of retention area perimeter. Required trees are not required to be evenly spaced around the perimeter and can be grouped within the reserve containing the retention area provided that design meets the overall design intent of planting requirements and appropriate character for the development.
 - b. Retention areas may be planted to provide natural character in areas adjacent to the Plum Run stream corridor in order to maintain and enhance the native character.
 - c. Jute matting is permitted as an option for shoreline protection.
7. Preservation of Trees and Wooded Areas
- a. A 'No Disturb Zone' shall be placed over the twenty (20) feet adjacent to the north and east property lines adjacent to the existing Scioto Meadows subdivision. No building or storage shall be placed and no removal of plantings of any kind shall be permitted, but the clearing of plant material that is dead, dying or posing a hazard or threat may be allowed as determined by the Urban Forester for The City of Grove City. Any portion of those areas designated as a tree preservation zone which do not contain trees or existing vegetation other than grass shall be maintained per the Grove City Property Maintenance Code. Alteration of grade is prohibited, except as approved by the City of Grove City, for utility placement, rear yard storm sewers or structures, path or street placement and in keeping with positive drainage practices and

Zoning and Development Standards Text
subdivision grading requirements.

- b. Existing healthy trees with a minimum of 4" diameter as measured at DBH within the 100-year floodplain or Stream Corridor Protection Zone of Plum Run shall be preserved with the exception of the need for utilities, pedestrian path, scenic overlooks, accesses and/or road crossings. Ash Trees shall be removed as directed by the City's Urban Forester.
- 8. Grass and Groundcover
 - a. Any open space along a prominent corridor, such as Jackson Pike and London Groveport Road, shall be maintained as turf grass established by seed and which may include planting and landscape features as set forth herein.
 - b. Other areas of the Development not covered by landscaping shall be planted per Code (Section 1136.11).
- j. Parking.
 - 1. Four parking spaces shall be provided for each dwelling unit with a minimum of two spaces in an attached garage of each home and two spaces in each driveway.
 - 2. On-Street parking will be restricted to one side of the street (Non-Fire Hydrant side of the street). "No Parking" signs shall be installed as directed by the fire department or public service.
 - 3. The parking or storage of boats, trailers, or recreational vehicles in a driveway within the subdivision shall be prohibited.
- k. Signage.
 - 1. Project signage including temporary signage, model home signage, and marketing signage is permitted under this PUD and shall comply with City Code standards, unless otherwise defined/requested with Final Development Plans. Any additional signage not approved with the Final Development Plan proposed on site shall meet code requirements and shall be approved by sign permit.
- l. Utilities. All new utilities shall be located underground except for pedestals for electricity, cable, phone, or similar utilities.
- m. No trash dumpsters shall be used except during construction, alteration, or repair of a home. Each resident shall be responsible for trash pickup and have individual trash containers.
- n. Mailboxes and locations shall meet standard postal service requirements.
 - 1. CBUs shall be located in appropriate areas as depicted on site plans, and/or as determined by the USPS and City during the site construction process.

Zoning and Development Standards Text

2. All mailboxes or CBUs shall have a uniform and consistent design. These fixtures shall be decorative in appearance and shall match the quality and theme of other site fixtures within the community.
3. Landscaping shall be installed around CBUs as permitted by the USPS.

- o. Playgrounds are as depicted and located on site plan exhibits.

VI. LOT STANDARDS AND AREA REQUIREMENTS

a. Subarea Standards

Sub-Area	Min. Lot Width	Ranch / One-Story	1-1/2 & Two-Story	Sample Home Types Anticipated for Each Sub-Area***
A-1	70'*	2,200	2,400	Greenfield, Hilltop, Riverton, Westchester, Allison II
A-2	70'	1,600	2,200	Newberry, Linwood, Mercer, Continental, Prosperity, Mystique
B	60'**	1,600	2,000	Newberry, Linwood, Mercer, Continental, Prosperity, Mystique
C	60'	1,600	2,000	Newberry, Linwood, Mercer, Continental, Prosperity, Mystique
D	52'	1,300		Trailblazer, Discover, Blue Rock, Passport

*Up to 10% of the lots in the single-family subareas may accommodate side-loaded garages subject to customer selections and final engineering confirmation of 75' lot width at the build line and a minimum 25' driveway with a 3' driveway setback from the lot line.

**Lots in Sub-Area B shall have a minimum width of 60' in width as measured at the Building Line, provided that not less than 70% of the lots shall have a minimum width of 65' in width as measured at the Building Line.

***The sample home types are provided for illustration and are not the only models to be built. Other models, home elevations, and house plans are approvable subject to Section VIII of this text.

b. The following standards shall apply to the Subareas A-1, A-2, B and C single family lots, known as Plum Run Ridge*

Min. Lot size	8,400 sf Subarea A-1 and A-2
.....	7,560 sf Subarea B
.....	7,200 sf Subarea C
Max. building coverage.....	35%
Max. height.....	35'
Min. parking.....	4 spaces, including garages
Min. side yard setback.....	7.0'
Min. side yard setback adjacent R.O.W.	15'
Min. front yard setback.....	20'
Min. rear yard setback.....	20'

*Minimum lot widths shall be measured at the building line. The following standards

shall apply to the Subarea D Patio/Condo Homes, known as Plum Run Preserve.

Setback - SR 665 (Existing R/W).....	50' Building and Pavement
Setback (Perimeter)	25'
Max. building coverage.....	25%
Max. height.....	35'
Min. parking.....	4 spaces, including garages
Min. setback between units	10' total
Min. building setback from curb	6'
Min. building setback from sidewalk	4'
Min. rear yard areas	per plan details (+/-25')
Min. square footage.....	1,200 sf one and two story*

*Patio/condo homes shall include a minimum of two bedrooms on the first floor and no more than 50% of the first floor area shall be permitted on the second floor, where a second floor option is provided for.

VII. BUILDING MATERIALS AND ARCHITECTURE

The architectural character of the homes shall comply with the standards outlined in this text and provide the general character shown in the exhibits entitled ***Pulte Homes Architecture Portfolio prepared for the Communities at Plum Run October 2021*** submitted with this application and differentiated per subarea. Final building elevations shall be approved with building permits. Plans and/or elevations in addition to those submitted with this text, and after Final Development Plan approval may be also be approved with such approvals not to be unreasonably withheld, to allow for alterations based on changes in market demand and customer preferences and selections over time, so long as they are consistent with the quality, character and proportions of the building elevations as submitted with this text and subject to the following standards being met:

The exterior of the buildings shall be restricted to the following materials and architectural elements listed below. The primary materials and details used on front elevations of homes shall be carried through to and utilized on all other elevations of the home in a manner that creates continuity, cohesive design and balance among all facades. Primary exterior materials shall be:

1. LP Smart Side and Trim or an equivalent siding product
2. Fiber cement siding such as Hardie Plank TM
3. Aluminum or vinyl soffits and fascia
4. Stone, cultured stone
5. Brick, brick veneer
6. Single or double hung low-e vinyl windows
7. Dimensional architectural shingles
8. Vinyl siding premium/architectural grade with a minimum thickness of .044 mills
9. Wood

- (a) **Masonry Requirements: Front** – All front elevations are to include not less than 25% brick, brick veneer, stone or cultured stone, exclusive of windows, door openings and garage doors. Homes may be permitted without the requirement of 25% masonry on the front elevation provided they are compatible with or complementary to the built environment, include appropriate massing, are traditional in character and design and include a minimum of two architectural elements from the following list; window mullions, window trim wrap, bay window or bay elements, vertical board and batten or shake style siding elements (provided such elements are compatible with the design, style, and character of the home and subject elevation), shutters, or decorative louvers of at least 3 sq. ft.
- (b) **Trim Requirements: Sides and Rear Windows/Doors** – 3 ½" actual minimum trim required, but not if window is bordered by masonry or includes shutters. Trim material for windows front, sides and rear maybe vinyl.
- (c) **Major roof elements** shall have a minimum 6:12 pitch. Secondary or accent roofs may have 3:12 pitch. Roof materials shall be of a medium or dark color.
- (d) **Garage doors** shall be paneled and of one color and material (windows shall be allowed if consistent with architectural character and theme).
- (e) **Overhangs and Eaves:** Required 8" minimum from outside walls.
- (f) **Exterior Colors**
 - i. **Siding colors.** Natural earth tones and/or warm neutral colors, including white. High-Chroma colors are not permitted
 - ii. **Trim colors.** Natural earth tones and/or warm neutral colors, including white. Complementary or contrasting siding color. High-Chroma colors are not permitted.
 - iii. **Roof Colors.** Shingle colors shall be from the color range of natural materials, such as, but not limited to wood shakes, slate, etc.
- (g) **Basements.** All homes in Subarea A shall have partial or full basements, soil conditions permitting.
- (h) **Garages and driveways.** All homes shall have an attached, minimum two-car garage. Garage door openings shall not exceed 45% of the width of the house façade for a two-car garage or 50% of the width of the house façade for a three-car garage, including the garage.
- (i) **All elevations of the homes** shall be articulated in a manner as to represent a similar character on all facades.

(j) **Diversity.** The same home design with the same front elevation shall not be constructed on lots that are adjacent to or directly across the street from one another. A lot shall be deemed to be directly across the street from any other lot that is located in whole or in part between two imaginary straight-line extensions of the side lot lines for the first lot which extend to the opposite site of the public right-of-way on which the first lot has frontage, as illustrated on and subject to the conditions noted on the Attachment "A" ***Pulte Homes Façade Diversity Standard Exhibit***. On corner lots, the diversity requirements shall be applied to the street on which the home's front façade is located. Houses with the same footprint may be allowed within the distance and parameters described above provided that such houses incorporate substantial differences in the front elevations such as material changes, configuration of front porch, etc. The Development Department shall have the final approval as to whether a change is "substantial."

(k) **Accessory Structures.** No detached garages, sheds or other accessory structures shall be permitted.

(l) All exposed courses of foundations of all homes shall comply with chapter 1135.10 (E) of City Code.

(m) Deviations to these standards shall be approved by City Council with the Development Plan.

(n) **Four-Sided Architecture** – the following elements and details shall be considered "design elements" for creating the standards for four-sided architecture. All homes shall have at least one element on each elevation, no blank facades shall be permitted.

1. Doors
2. Porches
3. A window or grouping of windows at least 6 sq. ft.
4. Window mullions
5. Window trim wrap
6. Faux shutters
7. Dormers (active and inactive)
8. Bay window or bay elements
9. Chimney
10. Water table
11. Masonry covered foundation
12. Decorative louvers of at least 3 sq. ft.
13. Other design elements and materials used as accents, including but not limited to accent siding, band boards,

brackets, corbels, and/or decorated A-frames; subject to approval of the Development Department.

(o) High Impact and Special Treatment Areas; (See plan exhibit of the same title.)

- a. "*High Impact Areas*" – High Impact Area lots are shown on plan exhibits. In such areas, where the front or side elevations of homes are exposed to the adjacent roadways a minimum of two of the design elements from the list under (n) shall be included on each such elevation.
- b. "*Special Treatment Areas*" – Mounding and/or landscape screening, consisting of 7 evergreen trees (minimum height of 6 feet at install), 2 deciduous trees (minimum 2 1/2" caliper at install) and 1 ornamental trees (minimum height of 7 feet at install) per 100 linear feet shall be installed in the open space areas adjacent to the sides and rears of homes backing to the Special Treatment Areas as depicted on the plan exhibits. Homes shall include four-sided architectural features as defined in (n).

VIII. PHASING

The property will be developed in phases as depicted on the Final Development Plan, subject to minor revisions necessitated by final engineering and design details.

IX. MODEL HOMES

- a. Model homes shall be permitted under City Code standards and regulations and the following additional standards shall apply:
 - i. Individual homes may be used as model homes by the Developer(s)/Builder(s) for the purpose of marketing and sale of new homes.
 - ii. Manufactured and/or modular buildings are permitted for use as a sales office during the development of the project and the construction of residential units therein.
 - iii. Model home parking may be established on lots adjacent to model homes for safety and convenience during the sales process.

X. HOMEOWNERS ASSOCIATION AND PATIO/CONDOMINIUM OWNERS ASSOCIATION

- a. Prior to occupancy by any residents in single-family subareas, the developer will establish a private, forced and funded homeowners association. Control of the association shall be turned over to the residents according to Ohio Law. Association responsibility shall include care for the entryway, required tree installations and all open spaces after the development period and turnover date. All association responsibilities and obligations shall be set forth in the HOA declaration prepared and recorded by the developer prior to occupancy.

Zoning and Development Standards Text

- b. Prior to the occupancy by any residents in the patio/condominium subarea the developer will establish a Patio/Condominium Owners' Association. (COA) Control of the association shall be turned over to the residents according to Ohio Law. The Patio/Condominium homeowners will be a member of a Condominium Association for maintenance of the open spaces, required tree installations and the entryway after the development period and turnover date. The Patio/Condominium Owners' Association responsibility shall include private street maintenance; snow plowing, lawn and landscape maintenance, street lighting and other duties as agreed to by members. All association responsibilities and obligations shall be set forth in the COA declaration prepared and recorded by the developer prior to occupancy.

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Received By:
Grove City Development
Date: 10/29/2021



**EXHIBIT - NO DISTURB ZONES,
HIGH IMPACT AREAS, AND
SPECIAL TREATMENT AREAS**

LEGEND

- 27 NO DISTURB AREA
- HIGH IMPACT LOIS
- SPECIAL TREATMENT AREAS

Received By:
Grove City Development
Date: 10/27/2021



REZONING
THE COMMUNITIES AT PLUM RUN
Grove City, OH
October 26, 2021

EDGE

PulteGroup

EXHIBIT F-1

Received By:
Grove City Development
Date: 10/27/2021

Approved Rear-Yard Fencing:

Black wrought iron or aluminum fence style shall adhere to the example below:



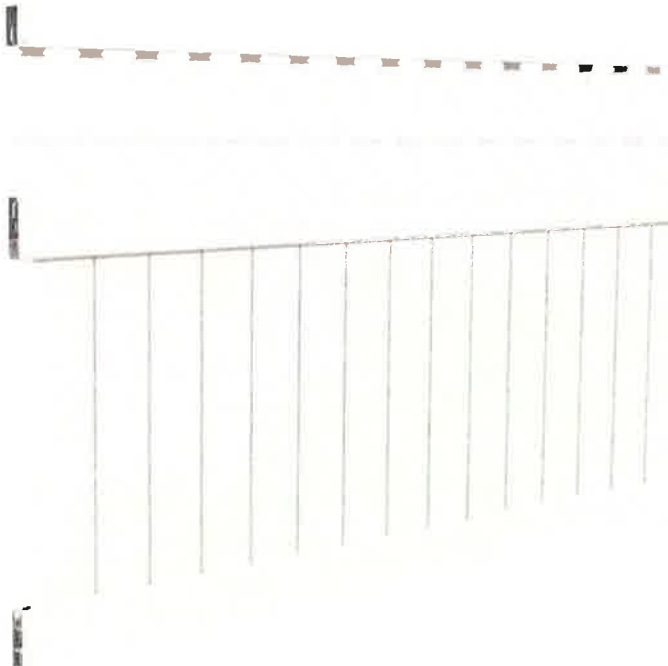
EXHIBIT F-2

Received By:
Grove City Development
Date: 10/27/2021

Black wrought iron or aluminum:



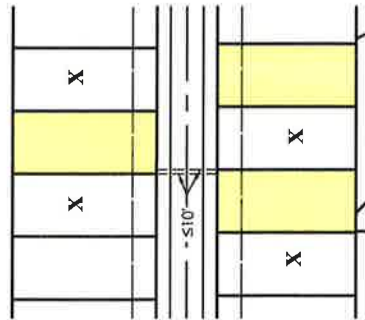
White vinyl with open lattice style top:



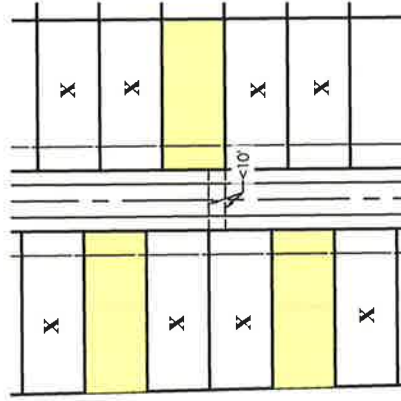
PULTE HOMES FACADE DIVERSITY STANDARD EXHIBIT

Received By:
Grove City Development
Date: 10/27/2021

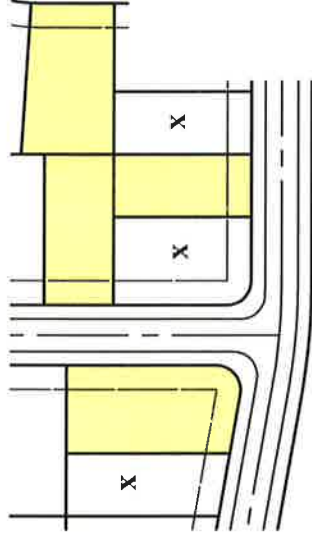
Condition 1
Front to Front
(Lot Offset ≤ 10')



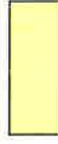
Condition 2
Front to Front
(Lot Offset > 10')



Condition 3
(Lot Separated by Street)



LEGEND:



Subject Facade

X Prohibited Same Home Design
with the Same Front Elevation
as Subject Facade

PROPOSED
AMENDMENTS
TO
ZONING TEXT
FOR
145.6 ACRES
LOCATED AT THE NORTHEAST
CORNER OF S.R.665 & S.R. 104
(Plum Run Communities)

Zoning and Development Standards Text

Amended Substitute Text as of 12-10-21

PULTE – COMMUNITIES AT PLUM RUN

(Huggett Property)

Development Standards and Zoning Text

Grove City, Ohio

CURRENT ZONING: SF-1 (SINGLE FAMILY)

PROPOSED ZONING: PUD-R (PLANNED UNIT DEVELOPMENT- RESIDENTIAL)

Property Owners: S & W Huggett Ohio LLC
14337 US Rte. 23
Ashville, OH 43103

Applicant: Pulte Homes of Ohio LLC
475 Metro Place S. Ste. 200
Dublin, OH 43017

Authorized Representative: Thomas L. Hart
Isaac Wiles
Two Miranova Place, Ste. 700
Columbus, Ohio 43215

I. PROPERTY

The property ("Property") consists of approximately 144.27 acres+ acres north and west of London-Groveport Road (S.R. 665) and east of Jackson Pike (S.R. 104) as further described on the attached Final Development Plan, legal description (Exhibit A) and Survey (Exhibit B).

II. INTRODUCTION

The proposed community will consist of a mixture of single-family homes designed for families with children and free-standing patio/condominium homes designed with a minimum of two bedrooms on the first floor and no more than 50% of the first floor area permitted on the second floor (if a second floor option is chosen by the customer). The patio/condominium homes are designed for buyers seeking "first floor living" and typically appeal to the active adult consumer who desires community lifestyle services such as lawn/ landscape maintenance and snow removal. Patio home lifestyle living is in high demand in the area as active adults continue to downsize but prefer to stay in their own community. The community is designed as an enclave opportunity for this type of living in an area with access to parks and trails in close proximity to children and grandchildren living nearby.

The style, size and types of conventional single-family homes are consistent with the adjacent communities, but include updated home designs, features and enhanced values.

The site plan will activate and allow regional access to the Plum Run stream corridor by providing scenic overlooks as well as by locating the regional multi-use path within the property and near the stream.

III. GENERAL PROVISIONS

- a. The provisions outlined within these development standards zoning text and the Subarea Map/Illustrative Plan (Exhibit C) shall apply to the 144.27 +/- acres of land as described in Exhibit A unless otherwise approved by Grove City Council. Other provisions of the Grove City Code (the "Code", including the Standard drawings and other policies shall only apply to the extent that this zoning text does not address such matters. Any deviations from the standards outlined in the text may be granted by City Council, through the development plan.
- b. This PUD-R development is divided into three Subareas A, B, and C, with applicable standards for each described herein.
- c. All provisions of this text are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection section or other provision is invalid or that the application of any part of the provision is invalid, the remaining provisions and the application of those provisions shall not be affected by that decision.
- d. Where there is or appears to be a conflict between the approved text and development plan, the more restrictive requirements shall apply. Where there is or appears to be a conflict between the text and the Code, the zoning text shall control.

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IV. PERMITTED AND ACCESSORY USES

- a. The Communities at Plum Run PUD will be a residential neighborhood that shall contain, detached single-family homes on public streets (Plum Run Ridge) and detached Patio/Condominium Homes (Plum Run Preserve) on private streets.
- b. A maximum number of detached single-family homes shall be permitted at three-hundred and sixty-six ninety-seven (36697) with lot standards and governed by regulations as further provided herein.
- c. Open spaces for the purpose of recreation, stormwater management and stream corridor protection zones, as estimated on plan exhibits and are to be confirmed with final engineering, surveying and construction plan review
- d. Other permitted uses shall include entry features, site landscape fences or walls, signs, columns, related landscape lighting, multi-use paths and scenic overlooks to incorporate natural views, playground/tot lot, landscaping structures and benches to enhance open space, signage, trees and other plantings, protected natural areas of the stream corridor, model homes and related operations and other features incidental to detached single-family housing.
- e. Accessory uses shall be regulated in accordance with the Grove City Zoning

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Zoning and Development Standards Text
Code.

- f. Model homes under City Code and with standards provided herein. Off-street parking for model homes may be permitted on one or more lots.
- g. Each home in Subareas A and B shall be on fee-simple platted lots. Homes in Subarea C are intended to be owned in a condominium form of ownership under ORC 5311.

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V. GENERAL DEVELOPMENT STANDARDS:

- a. The density of the site shall not exceed Three Hundred and ~~Sixty-Six~~ ~~Ninety-Seven~~ (366) ~~(397)~~ units, with a maximum gross density of +/-2.53 dwelling units per acre.
- b. Entryways. Landscaped entry features to the site will be located on London-Groveport Road (SR 665, two entrances for single family subareas) and Jackson Pike (SR 104) with lesser landscaping provided at Ravines End Drive and Ann Arundal Lane for the single-family Subareas A and B. Separate entrances and entry features to the patio homes/condominium Subarea C from London-Groveport Road are also provided. The entrances shall incorporate design elements as depicted on exhibits and site plans and may include fencing, landscaping walls, signage, columns/piers, fountains, and related landscaping and lighting within open spaces. Entry signage is permitted at all entrances off Jackson Pike and London Groveport Road and shall meet signage requirements and setbacks of Chapter 1145 and the landscaping requirements of Section 1136.09(a)(1).
- c. Streets.
 - 1. All Public Streets shall be a minimum of 28 feet in width (as measured from face to face).
 - 2. All Private Streets shall be a minimum of 24 feet in width (as measured from face to face), owned and maintained by the Condominium or Home Owners Association. Private streets shall be permitted to deviate from the public roadway standards as part of the Final Development Plan for the patio/condominium subarea. Such deviations shall be approved as part of the Final Development Plan.
 - 3. The Developer shall work the city staff to devise traffic calming measures and strategies to slow traffic on longer street runs, with special attention to Street A, from Jackson Pike and through Subarea A. Review of such traffic calming strategies shall be subject to the city's standards and may include the following: narrowing with mid-block curb "pinch points", especially at key pedestrian crossings, landscape street islands at key mid-street points, raised pavement at pedestrian or other street intersections, and striping techniques that create the driver perception of narrowing at the same pedestrian and street crossings.
- d. Sidewalk and Multi-Use Path. Each street shall have a path and/or sidewalk on each side. An 8-foot wide regional path shall be constructed and dedicated for

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Zoning and Development Standards Text

public use to provide recreational opportunity to the residents of the neighborhood as well as the larger community and to access the natural areas bordering Plum Run as depicted on the Final Development Plan. Final sidewalk and path locations shall be approved on the Final Development Plan with allowance for the balancing of aesthetics, construction feasibility, maintaining grade, topography and drainage, and/or existing vegetation.

- e. Open Space. Open space is estimated on plan exhibits and is subject to final engineering, surveying and construction plan review.
 - 1. Open space is to be reserved for passive activities, as well as recreation, and will include benches and other seating areas, along with connecting paths and sidewalk accesses as generally shown on the Final Development Plan.
 - 2. Open space calculations may vary from the calculations provided on Final Development Plan Exhibits based on minor site plan adjustments for final engineering, utility and other field location decisions as shown on the final engineering plan/plats provided such final open space calculations meet the requirements of Section 1101.09(b) and such adjustments are approved by the City.
 - 3. Open space, including stormwater ponds, structures, facilities and paths shall be owned and maintained by the owners' associations, unless otherwise agreed with the City under an approved Development Agreement or if approved by Council at the time of platting.
 - 4. The Plum Run stream corridor and associated floodplain shall be preserved and may contribute to the required open space per Section 1101.09(b) provided that the area is activated by a path system and scenic overlooks.
 - i. Open space amenities and specific open space acreages shall be depicted on the Final Development Plan as determined by final engineering. Open space shall include Playgrounds and related facilities as depicted on plan exhibits and may also include elements such as bicycle racks and trash receptacles for the convenience of homeowners and guests
- f. Site Lighting. Site lighting on the public streets shall meet the current requirements of Grove City Code and the lighting fixtures will match the fixtures in the adjacent community of Scioto Meadows. The Private Street lighting will be similar to the fixtures in the Public Street area but will be owned and maintained by the owners' association (or via a "lease lighting" program entered into by the condominium association and the local utility provider, e.g., AEP). Street intersections shall be lighted with more limited lighting and spacing of lights on streets away from intersections.
- g. Fencing.
 - 1. Site landscape fencing ("off-lot") as depicted in plan exhibits, may be located at entry features and within perimeter setback areas along

Zoning and Development Standards Text

Jackson Pike and London Groveport Road and is to be white three-rail of a white vinyl, composite or weather resistant material.

2. All "on-lot" fencing shall not exceed the following heights: unless otherwise specified: 48" for yard fences. 72" for privacy fences around patios, hot tubs, etc.
3. In addition to the standards set forth in this text, all on-lot fence heights and styles are subject to written approval of the owners' association prior to installation.
4. Pool fencing shall be as required by applicable governmental rules and regulations and owners' association documents.
5. Yard fencing may be permitted within subareas A and B, **Single Family** homes under the following standards:

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- i. All fences must be located on a property owner's property line(s) or set-back a minimum of twenty-four inches (24") from the property line. Placement of a fence on the property line constitutes the acknowledgement of the property owner that a fence on a neighboring property may be erected to "tie-in" to such fence so that duplicate, parallel fences on adjacent properties can be avoided.
- ii. No fence may be erected within four feet (4') of an existing fence on an adjacent property except where such fences "come together" to form a connection point of such fences.
- iii. If the erection of an approved fence would result in the creation of an area on a property owner's lot that cannot be accessed for maintenance purposes other than from an adjacent owner's property, a gate must be erected in such fence so that the property owner can maintain his/her entire lot without trespassing/entering upon such neighbor's property.
- iv. No fence may be erected closer to any street than the platted building set-back line relative to such street. In the case of corner lots, the setbacks from BOTH streets shall apply.
- v. Fences may not be erected to "clip a corner" or otherwise "box out" utility junction boxes that are located on the lot on which the fence is being erected. An Application that has been "Conditionally Approved" and which shows a fence alignment that results in such utility junction boxes being 'outside' of the fenced area of the yard are understood to require a change in alignment, such that the proposed fence follows property lines around the utility junction boxes, or runs parallel to property lines and is adequately set back from property lines to meet all of the foregoing requirements (including the requirement for one or more gates, if appropriate).
- vi. All fences must be installed 'beauty-side out,' with all structural members (stringers) located on the side of the fence visible from the enclosed part(s) of the lot.
- vii. Fences are required to comply with any and all height limitations established in City Code or community deed restrictions, whichever is more stringent.
- viii. Fences must be erected along straight lines at consistent heights so as to provide a clean, professionally installed appearance; and all

Zoning and Development Standards Text

fence approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the fence in good condition, including replacement of damaged, broken or missing

fence boards, and painting/staining as appropriate from time-to-time (including gate hardware visible from the outside of the fenced yard). The 'standard' for fence maintenance and appearance is the general appearance of other fences and improvements within the same subdivision.

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- ix. Fences intended to enclose the rear yard of a Lot ("Rear-Yard Fencing") shall adhere to the style of fence as depicted on Exhibit F-1 attached hereto or substantially similar to style depicted in Exhibit F-1.

- 6. Yard fencing may be permitted within Subarea C, **Patio Homes** under the following standards:

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- i. Fences are required to comply with any and all height limitations established in City Code or the applicable deed restrictions, whichever limitations are stringent.
- ii. Fences must be erected along straight lines at consistent heights so as to provide a clean, professionally installed appearance; and all fence approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the fence in good condition, including replacement of damaged, broken or missing fence boards, and painting/staining as appropriate from time-to-time (including gate hardware visible from the outside of the fenced yard). The 'standard' for fence maintenance and appearance is the general appearance of other fences and improvements within the same condominium.

- 7. Patio privacy fencing may be permitted with subarea C, **Patio Homes** under the following standards:

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- i. Privacy screening fences may not fully enclose a lot or patio. The privacy screening fence is only to be installed adjacent to patios and shall only be located along one side of any patio.
- ii. Privacy screening is not to exceed 6' in height and should not extend longer than 20' beyond the depth of the structure.
- iii. Unless otherwise permitted by the Design Review Board as established by the owners' association documents, the privacy screening is to be white vinyl with an open lattice style top as generally depicted on Exhibit "F-2".

- h. Retention Ponds. Retention Ponds shall comply and be constructed in accordance with Grove City's Stormwater Design Manual, unless otherwise permitted by this text.

- i. Landscaping, Screening, and Tree Preservation.

- 1. Screening of Service Structures

- a. Service structures shall be screened per Code (Section 1136.08).

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2. Unit Trees

- a. There shall be three (3) trees planted per single-family residence.
- b. Trees may be small, medium or large species and shall be a minimum of two (2) inches in caliper at installation or a minimum of six (6) feet in height, if evergreen.
- c. Multi-stem and evergreen trees are permitted to account for trees required for Subarea C.
- d. Trees shall be arranged within the front, side or rear yard areas with emphasis on the front facades in all Subareas. In addition, trees required for Subarea C may be located within any open space or setback area of any Subarea.
- e. In the case that trees die, trees shall be re-installed by the developer or the HOA per the final development plan.

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3. Foundation Plantings

- a. A minimum of one-third (1/3) of the façade, or facades in the case of corner lots, fronting the public or private street shall be landscaped adjacent to the foundation with a minimum of five (5) shrubs, ground cover or ornamental plantings.
- b. The average height of foundation plantings at installation shall be twenty-four (24) inches minimum.

4. Perimeter Landscape Treatment

- a. A landscape treatment shall be provided in the open space reserve areas between residential lots and London-Groveport Road (SR 665) and Jackson Pike (SR 104) as detailed in the Final Development Plan, including the following:
 - i. Mounding shall vary in height and slope to create a rolling, natural appearance. Mound heights may range up to eight (8) feet, with average heights ranging from four (4) to six (6) feet. Slopes may range from 3:1 to 10:1. Mounding shall be located outside the public right-of-way and shall not obstruct site distance at any driveways or public intersections.
 - ii. Plantings at a rate of seven (7) evergreen trees, two (2) large deciduous trees and one (1) ornamental tree per one hundred (100) linear feet of lot perimeter.
 - iii. Evergreen trees shall be installed at a minimum height of six (6) feet. Deciduous trees shall be installed at a minimum caliper of two and one-half (2½) inches.
 - iv. Ornamental trees shall be installed at a minimum height of seven (7) feet, and shall be a minimum of 1.75" caliper at time of installation.

5. Street Trees

- a. Street trees shall be located along all streets within the Communities at Plum Run development and be spaced per chapter 1136.09(b) of City

Zoning and Development Standards Text

code. Street trees shall be owned and maintained by the Homeowners/Condominium Association, unless located on owner's lots. If trees die, street trees shall be replaced by the Homeowners/Condominium Association.

- b. Street trees shall vary in species to prevent a monoculture so long as they are in accordance with the City's planting list as approved by the City's Urban Forester. Invasive plant species - as listed by the Ohio Department of Natural Resources (ODNR) shall be prohibited and the use of native plants will be encouraged. The amount and type of trees shall be approved by the City's Urban Forester.
 - c. At time of installation, all street trees shall have a clear canopy height of at least five feet (5') above the ground for traffic safety purposes.
 - d. The minimum distance between the tree and the back of the street curb shall be two and one-half feet (2-1/2'). In the areas where a sidewalk exists or is proposed, the minimum distance between the tree trunk and both the edge of the street and the sidewalk shall be two feet.
 - e. The minimum trunk caliper measured at six inches above the root ball for all street trees shall be no less than two (2) inches.
6. Retention Area Planting
- a. There shall be one (1) tree planted on site for every fifty (50) lineal feet of retention area perimeter. Required trees are not required to be evenly spaced around the perimeter and can be grouped within the reserve containing the retention area provided that design meets the overall design intent of planting requirements and appropriate character for the development.
 - b. Retention areas may be planted to provide natural character in areas adjacent to the Plum Run stream corridor in order to maintain and enhance the native character.
 - c. Jute matting is permitted as an option for shoreline protection.
7. Preservation of Trees and Wooded Areas
- a. A 'No Disturb Zone' shall be placed on lots over the twenty (20) feet adjacent to the existing Scioto Meadows subdivision. No building or storage shall be placed and no removal of plantings of any kind shall be permitted, but the clearing of plant material that is dead, dying or posing a hazard or threat may be allowed as determined by the Urban Forester for The City of Grove City. Any portion of those areas designated as a tree preservation zone which do not contain trees or existing vegetation other than grass shall be maintained per the Grove City Property Maintenance Code. Alteration of grade is prohibited, except as approved by the City of Grove City, for utility placement, rear yard storm sewers or structures, path or street placement and in keeping with positive drainage practices and

Zoning and Development Standards Text
subdivision grading requirements.

- b. Existing healthy trees with a minimum of 4" diameter as measured at DBH within the 100-year floodplain or Stream Corridor Protection Zone of Plum Run shall be preserved with the exception of the need for utilities, pedestrian path, scenic overlooks, accesses and/or road crossings. Ash Trees shall be removed as directed by the City's Urban Forester.

8. Grass and Groundcover

- a. Any open space along a prominent corridor, such as Jackson Pike and London Groveport Road, shall be maintained as turf grass established by seed. Sod installations and irrigation systems shall be utilized at entries from Jackson Pike and London Groveport Road where such entries include added planting and landscape features as depicted on final development plans.
- b. Other areas of the Development not covered by landscaping shall be planted per Code (Section 1136.11).

Deleted: and which may include planting and landscape features as set forth herein.

j. Parking.

- 1. Four parking spaces shall be provided for each dwelling unit with a minimum of two spaces in an attached garage of each home and two spaces in each driveway.
- 2. On-Street parking will be restricted to one side of the street on public streets (Non-Fire Hydrant side of the street). "No Parking" signs shall be installed as directed by the fire department or public service. On-Street parking shall be prohibited on private streets within Subarea C that are less than 28 feet in width. Parking on one side of the street opposite hydrants shall be allowed in Subarea C where streets are wider than 28 feet.
- 3. The parking or storage of boats, trailers, or recreational vehicles in a driveway within the subdivision shall be prohibited.

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k. Signage.

- 1. Project signage including temporary signage, model home signage, and marketing signage is permitted under this PUD and shall comply with City Code standards, unless otherwise defined/requested with Final Development Plans. Any additional signage not approved with the Final Development Plan proposed on site shall meet code requirements and shall be approved by sign permit.

l. Utilities. All new utilities shall be located underground except for pedestals for electricity, cable, phone, or similar utilities.

m. No trash dumpsters shall be used except during construction, alteration, or repair of a home. Each resident shall be responsible for trash pickup and have individual trash containers.

Zoning and Development Standards Text

n. Mailboxes and locations shall meet standard postal service requirements.

1. CBUs shall be located in appropriate areas as depicted on site plans, and/or as determined by the USPS and City during the site construction process.

Zoning and Development Standards Text

2. All mailboxes or CBUs shall have a uniform and consistent design.
These fixtures shall be decorative in appearance and shall match the quality and theme of other site fixtures within the community.
3. Landscaping shall be installed around CBUs as permitted by the USPS.

o. Playgrounds are as depicted and located on site plan exhibits.

VI. LOT STANDARDS AND AREA REQUIREMENTS

a. Subarea Standards

Sub-Area	Min. Lot Width*	Ranch / One-Story	1-1/2 & Two-Story	Sample Home Types Anticipated for Each Subarea***
A	70'	2,200	2,400	Greenfield, Hilltop, Riverton, Westchester, Allison II
B	70'	1,600	2,200	Newberry, Linwood, Mercer, Continental, Prosperity, Mystique
C	52'	1,300		Trailblazer, Discover, Blue Rock, Passport

*Minimum lot widths shall be measured at the building line.

**A minimum of 7% of the lots in the single-family subareas shall accommodate side-loaded garages.

***The sample home types are provided for illustration and are not the only models to be built. Other models, home elevations, and house plans are approvable subject to Section VIII of this text.

b. The following standards shall apply to the Subareas A and B, single family lots, known as Plum Run Ridge.

Min. Lot size	8,400 sf Sub. A and B
Max. building coverage	35%
Max. height	35'
Min. parking	4 spaces, including garages
Min. side yard setback	7.0'
Min. side yard setback adjacent R.O.W.	20'
Min. front yard setback	30' (Subarea A)
Min. front yard setback	25' (Subarea B)
Min. rear yard setback	20'

c. The following standards shall apply to the Subarea C, Patio/Condo Homes, known as Plum Run Preserve.

Setback - SR 665 (Existing R/W)	50' Building and Pavement
Setback (Perimeter)	25'
Max. building coverage	25%
Max. height	35'
Min. parking	4 spaces, including garages
Min. setback between units	10' total
Min. building setback from curb	6'
Min. building setback from sidewalk	4'

Zoning and Development Standards Text

Min. rear yard areas per plan details (+/-25')

Min. square footage 1,200 sf one and two story*

*Patio/condo homes shall include a minimum of two bedrooms on the first floor and no more than 50% of the first floor area shall be permitted on the second floor, where a second floor option is provided for.

VII. BUILDING MATERIALS AND ARCHITECTURE

The architectural character of the homes shall comply with the standards outlined in this text and provide the general character shown in the exhibits entitled ***Pulte Homes Architecture Portfolio prepared for the Communities at Plum Run October 2021*** submitted with this application and differentiated per subarea. Final building elevations shall be approved with building permits. Plans and/or elevations in addition to those submitted with this text, and after Final Development Plan approval may be also be approved with such approvals not to be unreasonably withheld, to allow for alterations based on changes in market demand and customer preferences and selections over time, so long as they are consistent with the quality, character and proportions of the building elevations as submitted with this text and subject to the following standards being met:

The exterior of the buildings shall be restricted to the following materials and architectural elements listed below. The primary materials and details used on front elevations of homes shall be carried through to and utilized on all other elevations of the home in a manner that creates continuity, cohesive design and balance among all facades. Primary exterior materials shall be:

1. LP Smart Side and Trim or an equivalent siding product
2. Fiber cement siding such as Hardie Plank TM
3. Aluminum or vinyl soffits and fascia
4. Stone, cultured stone
5. Brick, brick veneer
6. Single or double hung low-e vinyl windows
7. Dimensional architectural shingles
8. Vinyl siding premium/architectural grade with a minimum thickness of .044 mills
9. Wood

Zoning and Development Standards Text

- (a) **Masonry Requirements: Front** – All front elevations are to include not less than 25% brick, brick veneer, stone or cultured stone, exclusive of windows, door openings and garage doors. Homes may be permitted without the requirement of 25% masonry on the front elevation provided they are compatible with or complementary to the built environment, include appropriate massing, are traditional in character and design and include a minimum of two architectural elements from the following list; window mullions, window trim wrap, bay window or bay elements, vertical board and batten or shake style siding elements (provided such elements are compatible with the design, style, and character of the home and subject elevation), shutters, or decorative louvers of at least 3 sq. ft.
- (b) **Trim Requirements: Sides and Rear Windows/Doors** – 3 ½" actual minimum trim required, but not if window is bordered by masonry or includes shutters. Trim material for windows front, sides and rear maybe vinyl.
- (c) Major roof elements shall have a minimum 6:12 pitch. Secondary or accent roofs may have 3:12 pitch. Roof materials shall be of a medium or dark color.
- (d) Garage doors shall be paneled and of one color and material (windows shall be allowed if consistent with architectural character and theme).
- (e) Overhangs and Eaves: Required 8" minimum from outside walls.
- (f) **Exterior Colors**
 - i. Siding colors. Natural earth tones and/or warm neutral colors, including white. High-Chroma colors are not permitted
 - ii. Trim colors. Natural earth tones and/or warm neutral colors, including white. Complementary or contrasting siding color. High-Chroma colors are not permitted.
 - iii. Roof Colors. Shingle colors shall be from the color range of natural materials, such as, but not limited to wood shakes, slate, etc.
- (g) **Basements.** All homes in Subarea A shall have partial or full basements, soil conditions permitting.
- (h) **Garages and driveways.** All homes shall have an attached, minimum two-car garage. Garage door openings shall not exceed 45% of the width of the house façade for a two-car garage or 50% of the width of the house façade for a three- car garage, including the garage.
- (i) All elevations of the homes shall be articulated in a manner as to represent a similar character on all facades.

Zoning and Development Standards Text

- (j) **Diversity.** The same home design with the same front elevation shall not be constructed on lots that are adjacent to or directly across the street from one another. A lot shall be deemed to be directly across the street from any other lot that is located in whole or in part between two imaginary straight-line extensions of the side lot lines for the first lot which extend to the opposite side of the public right-of-way on which the first lot has frontage, as illustrated on and subject to the conditions noted on the Attachment "A" ***Pulte Homes Façade Diversity Standard Exhibit***. On corner lots, the diversity requirement shall be applied to the street on which the home's front façade is located. Houses with the same footprint may be allowed within the distance and parameters described above provided that such houses incorporate substantial differences in the front elevations such as material changes, configuration of front porch, etc. The Development Department shall have the final approval as to whether a change is "substantial."

- (k) **Accessory Structures.** No detached garages, sheds or other accessory structures shall be permitted.

Deleted:

- (l) All exposed courses of foundations of all homes shall comply with chapter 135.10 (E) of City Code.

Deleted:

- (m) Deviations to these standards shall be approved by City Council with the Development Plan.

- (n) **Four-Sided Architecture** – the following elements and details shall be considered "design elements" for creating the standards for four-sided architecture. All homes shall have at least one element on each elevation, no blank facades shall be permitted.

1. Doors
2. Porches
3. A window or grouping of windows at least 6 sq. ft.
4. Window mullions
5. Window trim wrap
6. Faux shutters
7. Dormers (active and inactive)
8. Bay window or bay elements

9. Chimney

10. Water table

11. Decorative louvers of at least 3 sq. ft.

12. Other design elements and materials used as accents, including but not limited to accent siding, band boards, brackets, corbels, and/or decorated A-frames; subject to approval of the Development Department.

Deleted: <#>Masonry covered foundation

(o) High Impact and Special Treatment Areas; (See plan exhibit of the same title.)

a. "High Impact Areas" – High Impact Area lots are shown on plan exhibits. In such areas, where the front or side elevations of homes are exposed to the adjacent roadways a minimum of two of the design elements from the list under (n) shall be included on each such elevation.

b. "Special Treatment Areas" – Mounding and/or landscape screening, consisting of 7 evergreen trees (minimum height of 6 feet at install), 2 deciduous trees (minimum 2 1/2" caliper at install) and 1 ornamental trees (minimum height of 7 feet at install) per 100 linear feet shall be installed in the open space areas adjacent to the sides and rears of homes backing to the Special Treatment Areas as depicted on the plan exhibits. Homes shall include four-sided architectural features as defined in (n).

VIII. PHASING

The property will be developed in phases as depicted on the Final Development Plan, subject to minor revisions necessitated by final engineering and design details.

IX. MODEL HOMES

a. Model homes shall be permitted under City Code standards and regulations and the following additional standards shall apply:

- i. Individual homes may be used as model homes by the Developer(s)/Builder(s) for the purpose of marketing and sale of new homes.
- ii. Manufactured and/or modular buildings are permitted for use as a sales office during the development of the project and the construction of residential units therein.
- iii. Model home parking may be established on lots adjacent to model homes for safety and convenience during the sales process.

X. HOMEOWNERS ASSOCIATION AND PATIO/CONDOMINIUM OWNERS ASSOCIATION

- a. Prior to occupancy by any residents in single-family subareas, the developer will establish a private, forced and funded homeowners association. Control of the association shall be turned over to the residents according to Ohio Law. Association responsibility shall include care for the entryway, required tree installations and all open spaces after the development period and turnover date. All association responsibilities and obligations shall be set forth in the HOA declaration prepared and recorded by the developer prior to occupancy.
- b. Prior to the occupancy by any residents in the patio/condominium subarea the developer will establish a Patio/Condominium Owners' Association. (COA) Control of the association shall be turned over to the residents according to Ohio Law. The Patio/Condominium homeowners will be a member of a Condominium Association for maintenance of the open spaces, required tree installations and the entryway after the development period and turnover date. The Patio/Condominium Owners' Association responsibility shall include private street maintenance; snow plowing, lawn and landscape maintenance, street lighting and other duties as agreed to by members. All association responsibilities and obligations shall be set forth in the COA declaration prepared and recorded by the developer prior to occupancy.

A-3	70'	1,600	2,200	Newberry, Linwood, Mercer, Continental, Prosperity, Mystique
B	68'	1,600	2,000	Newberry, Linwood, Mercer, Continental, Prosperity, Mystique
C	60'	1,600	2,000	Newberry, Linwood, Mercer, Continental, Prosperity, Mystique

Amended

OPEN SPACE DATA

Open Space Required**:	+/- 19.98 Ac.
Open Space Provided**:	+/- 20.15 Ac.
Other Green Space Provided***:	+/- 27.14 Ac.
Total Open and Green Space Provided:	+/- 47.29 Ac.



*Calculated per 1101.09(b)(2)(B)
 **Areas designated to meet 1101.09(b)(1)
 ***Areas provided for additional public benefit beyond minimum standards



EX D

EDGE
 ENVIRONMENTAL DESIGN & ENGINEERING
 10000 N. 100th Ave., Suite 100
 Denver, CO 80231
 303.440.1234
 www.edgeenv.com

CITY OF GROVE CITY
 10000 N. 100th Ave., Suite 100
 Denver, CO 80231
 303.440.1234
 www.grovecity.com

OPEN SPACE DIAGRAM

CITY OF GROVE CITY
 THE COMMUNITIES
 AT PLUM RUN PUD

PulteGroup

EDGE
 ENVIRONMENTAL DESIGN & ENGINEERING
 www.EDGEenv.com



The City of Grove City, Ohio

4035 Broadway • Grove City, Ohio 43123
(614) 277-3000

To: Honorable Members of City Council

From: Development Department

Date: December 10, 2021

Re: Plum Run Communities, Rezoning (PUD-R)

Planning Commission reviewed the proposed rezoning for Plum Run Communities located at SR665 and SR104 (Parcel 040-012710) at their November 2, 2021 regular meeting and provided a negative recommendation to City Council. Since this meeting, the applicant has worked with Development Department staff to revise the zoning text to address concerns voiced by the Commission and has submitted a revised text to Council for consideration in place of the text reviewed by Planning Commission.

Changes made to the zoning text from the version reviewed by Planning Commission are outlined below.

1. Page 2, Section III General Provisions.

- (a) – “Final Development Plan” was replaced with “Subarea Map/Illustrative Plan”
- (b) - The number of subareas was reduced to three (3).

2. Pages 2-3, Section IV Permitted and Accessory Uses.

- (a) – “A mixture of” was removed from the first sentence describing the single-family homes on public streets.
- (b) – The number of single-family homes permitted was reduced from 397 to 366.
- (g) – Language regarding home frontage by subarea was adjusted to reflect the reduced number of subareas.

3. Pages 3-10, Section V General Development Standards.

- (a) – The unit count was reduced from 397 to 366 and the gross density was reduced from +/- 2.75 dwelling units per acre to +/-2.53 dwelling units per acre.
- (b) Entryways – The language regarding entry features by subarea was amended to reflect the modified subareas.
- (c) Streets – A new section (3) was added regarding traffic calming measures:

“The Developer shall work the City staff to devise traffic calming measures and strategies to slow traffic on longer street runs, with special attention to Street A, from Jackson Pike and through Subarea A. Review of such traffic calming strategies shall be subject to the city’s standards and may include the following: narrowing with mid-block curb “pinch points”, especially at key pedestrian crossings, landscape street islands at key mid-street points, raised pavement at pedestrian or other street intersections, and striping techniques that create the driver perception of narrowing at the same pedestrian and street crossings.”

- (g)(5) Fencing – The language was updated to reflect modified subareas.
- (g)(6) Fencing – The language was updated to reflect modified subareas.
- (g)(7) Fencing – The language was updated to reflect modified subareas.
- (i)(2) Landscaping. Unit Trees. – The language was updated to reflect modified subareas.
- (i)(7) Landscaping. Preservation of Trees and Wooded Areas. – “On lots” was added to clarify the location of the 20-foot ‘No Disturb Zone’ adjacent to the existing Scioto Meadows subdivision.
- (i)(8) Landscaping. Grass and Groundcover. – Language was added noting “Sod installations and irrigation systems shall be utilized at entries from Jackson Pike and London Groveport Road where such entries include added planting and landscape features as depicted on final development plans.”
- (j)(2) Parking – On street parking requirements were clarified to prohibit parking on private streets within Subarea C that are less than 28 feet in width.

4. Pages 10-11, Section VI Lot Standards and Area Requirements

- (a) Subarea Standards –
 - The number of subareas in the table was reduced to three (3). Previously proposed single-family lot subareas with 60-foot lot widths have been removed.
 - Side loaded garage language was updated from “Up to 10% of the lots in the single-family subareas may accommodate side-loaded garages subject to customer selections...” to “A minimum of 7% of the lots in the single-family subareas shall accommodate side-loaded garages.”
 - Standards noting that “Lots in Subarea-Area B shall have minimum of width of 60’ in width as measured at the Building Line...” has been removed to reflect modified lot widths and subareas.
- (b) Subarea Standards for Subareas A and B (Single-family homes) –
 - Language updated to reflect modified subareas.
 - Minimum front yard setback increased from 20’ to 30’ (Subarea A) and 25’ (Subarea B)

5. Pages 11-14, Section VII Building Materials and Architecture

- (n) Four-Sided Architecture – “Masonry covered foundation” was removed as an element to fulfill four-sided architecture requirement, as it is required for all elevations under Section VII(l)

Date: 11-30-21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Smith
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-70-21
1st Reading: 12/06/21
Public Notice: 12/07/21
2nd Reading: 12/20/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-70-21

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO COMMUNITY REINVESTMENT AREA AGREEMENTS TO EXPAND CRA #1

WHEREAS, the City of Grove City has historically encouraged the development of commercial and industrial structures within its boundaries, which development has resulted in the creation and retention of employment opportunities in the City; and

WHEREAS, to encourage such economic development, Council adopted Ordinance No. C-18-83 on April 18, 1983, designating the area specified in the Ordinance as Community Reinvestment Area #1 pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 as those sections provided prior to July 1, 1994 (the "Pre-1994 CRA Act") and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures within the boundaries of Community Reinvestment Area #1 in accordance with the Pre-1994 CRA Act; and

WHEREAS, the City can make one final expansion to Community Reinvestment Area #1 by adding additional acreage to this incentive district under the Pre-1994 CRA designation; and

WHEREAS, the City believes that due to the real and perceived impacts on properties located in proximity to the landfill, it is necessary to provide economic incentives in order to encourage desirable development in this geographical area of the City; and

WHEREAS, the First Baptist Church of Grove City, Buckeye Ranch Holding LLC, Zuber Crossing LLC and Richard T. Barbee Jr. (Collectively the "Properties") are the owners of properties that are located in the City that abut the existing CRA #1 boundaries; and

WHEREAS, in order to encourage the type of development likely to create jobs and income tax revenues for the City, the Properties desire to execute a Community Reinvestment Area/New Community Authority Agreement to provide for the successful future development of the Property, which development will create and preserve employment opportunities in the City and will benefit the citizens of the City of Grove City.

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

SECTION 1. City Council hereby authorizes the City Administrator to enter into a Community Reinvestment Area Agreement/New Community Authority Agreement with the First Baptist Church of Grove City, substantially in the form attached as Exhibit A, for the purpose of including the Property into Community Reinvestment Area #1.

SECTION 2. City Council hereby authorizes the City Administrator to enter into a Community Reinvestment Area Agreement/New Community Authority Agreement with Buckeye Ranch Holding LLC,

substantially in the form attached as Exhibit B, for the purpose of including the Property into Community Reinvestment Area #1.

SECTION 3. City Council hereby authorizes the City Administrator to enter into a Community Reinvestment Area Agreement/New Community Authority Agreement with Zuber Crossing LLC, substantially in the form attached as Exhibit C, for the purpose of including the Property into Community Reinvestment Area #1.

SECTION 4. City Council hereby authorizes the City Administrator to enter into a Community Reinvestment Area Agreement/New Community Authority Agreement with Richard T. Barbee Jr., substantially in the form attached as Exhibit D, for the purpose of including the Property into Community Reinvestment Area #1.

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

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-70-21

COMMUNITY REINVESTMENT AREA/ NEW COMMUNITY AUTHORITY AGREEMENT

This Community Reinvestment Area/New Community Authority Agreement (the "Agreement") is made and entered into the ____ day of _____, 2021 (the "Effective Date") by and between the City of Grove City, Ohio (the "City") and The First Baptist Church of Grove City, an Ohio not-for-profit corporation (the "Property Owner").

I. Background

- A. Property Owner is the owner of property consisting of approximately ninety-five (95) acres of land located in the City of Grove City, the depiction of which is attached hereto as **Exhibit "1"** (the "Property"). A legal description of the Property will be provided prior to closing.
- B. The Property Owner desires that the City expand the boundary of the existing pre-1994 Community Reinvestment Area # 1 (the "CRA") to include the Property in order for the Property to be eligible for a property tax exemption as set forth in the Terms and Conditions portion of this Agreement.
- C. The City desires to expand the boundaries of the CRA to include the Property, subject to the Terms and Conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the parties hereto, the City and Property Owner agree as follows:

II. Terms and Conditions

- A. Background. The above Background is incorporated into the Terms and Conditions as if fully written herein.
- B. CRA Expansion. Upon Property Owner's execution of this Agreement, the City shall proceed with the expansion of the CRA to include the Property. Property Owner acknowledges that the expansion of the CRA includes multiple parcels of property, including parcels that will have to be annexed into the City. For that reason, the expansion of the CRA may take up to one (1) year or longer to complete.
- C. New Community Authority. In consideration of, and as a contingency to, the City's expansion of the CRA to include the Property, Property Owner agrees to petition, after the successful expansion of the CRA, along with other property owners, for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") for the purpose of causing the property owners within the expanded CRA area to pay a community development charge equal to the following percentages of the real estate taxes that would have been due but for the tax abatement created by the CRA: (i) for industrial uses, property owner shall pay an NCA charge of fifteen percent (15%); (ii) for office uses,

property owners shall pay an NCA charge of fifty percent (50%); and (iii) for all other uses, property owner shall pay an NCA of one hundred percent (100%), unless otherwise agreed to by the City. The proceeds of the NCA charge will be paid to the Community Authority that will use the funds for future public infrastructure benefiting the CRA expanded area. The net affect of the NCA charge is that the properties within the CRA expanded area, including the Property, will receive a, effective eighty-five percent (85%) for industrial uses and fifty percent (50%) for office uses, real property tax abatement on the increased valuation of the Property attributable to new construction. If Property Owner fails to sign the NCA petition, the Property will be removed from the expanded CRA.

- D. Termination. Unless otherwise extended by the City, this Agreement shall terminate two (2) years after the Effective Date if the CRA has not been expanded to include the Property.
- E. Condition Precedent. Property Owner and the City acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the City Council and shall take effect upon such approval and execution. Property Owner and the City also acknowledge that any action on the expansion of the CRA must be approved by the City Council.
- F. Miscellaneous.
1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.
 2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impractically, and/or acts of God.
 3. Remedies. Except as otherwise limited by ORC Chapter 2744 as to action for or against the City, the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.
 4. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City.
 5. Addresses for Notices. Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent by national courier service or certified/registered U.S. Mail, to all parties of this Agreement, or such other method as mutually agreeable:

If to Property Owner: First Baptist Church of Grove City
3301 Orders Road
Grove City, Ohio 43123

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

6. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
7. Entire Agreement Merger Clause: Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.
9. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.
10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.
12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

by: Robert A. Hohn
Robert Hohn
Chairman of the First Baptist
Church Trustees
Date: 2/24/2021

City of Grove City

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

Date: _____

Approved as to Form:

Stephen J. Smith, Law Director

per authority granted by

Ordinance No.: _____

Passed _____, 202_.

Exhibit “1”

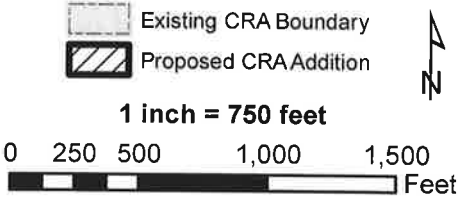
EXHIBIT 1



Disclaimer

FIRST BAPTIST CHURCH OF GROVE CITY

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.



CRA #1 EXPANSION AGREEMENT

THIS CRA #1 EXPANSION AGREEMENT (the "Agreement") is entered into as of this day of _____, 2021 (the "Effective Date") by and between the **CITY OF GROVE CITY, OHIO**, an Ohio municipal corporation having an address for purposes hereof at 4035 Broadway, Grove City, OH 43123 (the "City"), and **BUCKEYE RANCH HOLDINGS LLC**, an Ohio limited liability company having an address for purposes hereof at c/o Wills Creek, 580 N. Fourth Street, Suite 120-B, Columbus, Ohio 43215 (together with its affiliates, the "BRH").

I. RECITALS

A. The City desires that properties located generally along London-Groveport Road and impacted by the landfill operations of the Solid Waste Authority of Central Ohio, be developed for industrial and business uses.

B. In order to incentivize the industrial and business development of such properties, the City is prepared to expand "CRA #1", the existing community reinvestment area, which was created prior to July 1, 1994, and which provides for a 15-year, 100% exemption of the improvements constructed on properties included within the reinvestment area from real property taxation pursuant to applicable provisions of the Ohio Revised Code.

C. Because there are statutory limits on the number of times CRA #1 can be expanded by the City, the City desires to include as many properties as possible in the last and final expansion of CRA #1 as a "Pre-1994 CRA".

D. A significant property that the City desires to include in CRA #1 is a property consisting of 295.7± acres of land located generally east of State Route 62 and north of London-Groveport Road, the legal description of which is attached hereto as Exhibit A (the "Annexation Property").

E. BRH has negotiated with owners of the Annexation Property and is prepared to initiate the annexation of the Annexation Property into the City of Grove City subject to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained the sufficiency of which are acknowledged by the parties hereto, the City and BRH hereby agree as follows:

II. TERMS AND CONDITION

1. Recitals. The above Recitals are incorporated into the Terms and Conditions as if fully written herein.

2. BRH's Obligations.

(a) File Annexation: BRH shall cause the filing of the petition for annexation of the Annexation Property (the "Annexation Petition") with the Board of

County Commissioners for the County (the "County") not later than 30 calendar days after the Effective Date of this Agreement and to prosecute the annexation of the Property to completion. The City and BRH acknowledge and agree that, pursuant to that certain annexation agreement between the City and the owner of the Annexation Property, as authorized pursuant to Ordinance C-58-20, passed on November 16, 2020, once the Annexation Petition is filed with the County, it may not be withdrawn by BRH or by the owner of the Annexation Property.

- (b) Recreation Development Fees; Open Space and/or Parkland Dedication Requirements. BRH shall comply with City Code Section 1101.09, as that Section reads on the Effective Date of this Agreement.

3. City's Obligations. Not later than 30 days after the completion of the annexation of the Annexation Property to the City of Grove City, the City agrees to introduce as a first reading the ordinance expanding the CRA #1 (the "Expansion Ordinance") to include BRH's property consisting of approximately 28± acres of real property more particularly described in Exhibit B, attached hereto (the "Property"). Following the expansion of CRA #1 to include the Property, BRH shall prepare, execute, and file, within the time periods set forth in the Ohio Revised Code, such applications, documents, and other information with appropriate officials of the State, the City, or other public body as may be required to implement the exemption from real property taxation in accordance with the provisions of the CRA #1 (the "CRA #1 Exemption"). The City shall participate in such preparation and filing by BRH, including, without limitation, executing such applications and documents as may be appropriate in assisting BRH in obtaining such exemptions. The City and BRH shall perform such acts as are reasonably necessary or appropriate to affect, claim, preserve, and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions. The City agrees to execute all documents and enter into any agreements that may be reasonably necessary to establish and maintain the CRA #1 Exemption with respect to the Property. The failure of the City to expand the CRA #1 to include the Property, for any reason, except for BRH's actions or inactions in performing BRH's obligations under this Agreement, within 60 days of the first reading of the Expansion Ordinance shall be a breach of this Agreement by the City.

Notwithstanding anything to the contrary contained herein, the "Property" to be added to CRA #1 does not include the two outparcels along Hoover Road (and identified as Franklin County Parcel ID Nos. 040-016670 (1.5± acres) and 040-016671 (1.4± acres)).

4. Notices. Any notice or consent required or permitted to be given by or on behalf of either party to the other shall be given by mailing such notice or consent by United States certified or registered mail, postage prepaid and return receipt requested, or via a reputable express overnight mail service which provides proof of delivery addressed to the parties as set forth below or at such other address as may be specified from time to time in writing delivered to the other party. Notices shall be effective upon receipt or refusal, as the case may be.

(g) Authority. Each party to this Agreement hereby represents and warrants that it is executing this Agreement with the full and proper authority and that the parties whose names appear hereon are duly authorized and empowered to make and execute this Agreement and that this Agreement is supported by consideration.

The City is a municipal corporation and political subdivision of the State of Ohio and is entitled to all of the immunities and defenses provided by law. Furthermore, no covenant, obligation or agreement of the City contained in this Agreement shall be deemed to be a covenant, obligation or agreement of any present or future council member, officer, agent or employee of the City in other than their official capacity and neither the council members of the City approving this Agreement nor any officer or employee of the City executing this Agreement shall be liable personally by reason of the covenants, obligations or agreements of the City contained in this Agreement.

(h) Assignment. This Agreement shall be binding on the parties hereto and their respective successors and assigns.

(i) Counterparts. This Agreement may be executed in counterpart, and in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

(j) Governing Law; Venue. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions that would cause the application of the laws of another jurisdiction.

(k) Further Actions. The City and BRH agree to execute such additional documents, and take such further actions, as may reasonably be required to carry out the provisions and intent of this Agreement.

[Signatures Follow on the Next Page]

The City has caused this Agreement to be duly executed by Charles W. Boso, Jr., its City Administrator, as authorized by Ordinance No. C- -21, and BRH Ventures, LLC has caused this Agreement to be duly executed by, all as of the date first above written.

CITY OF GROVE CITY, OHIO

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

BUCKEYE RANCH HOLDING, LLC, an
Ohio limited liability company

By: BBR VENTURES, LLC, an Ohio limited
liability company, its sole member

By: WC Investors I, LLC, an Ohio limited
liability company, its Managing Member

By: _____
James D. Schrim, III
Manager

Approved as to form:

Signature Date
Stephen J. Smith Law Director

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County and State, personally appeared the above named City of Grove City, Ohio by Charles W. Boso, Jr. its City Administrator, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said city, and the free act and deed of him personally as such City Administrator.

This is an acknowledgement certificate. No oath of affirmation was administered to the signer in connection with this notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2021.

Notary Public

FISCAL OFFICER'S CERTIFICATE

The undersigned, Finance Director of the City of Grove City, Ohio (the "City") under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the City during the year 2021 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with O.R.C. Sections 5705.41 and 5705.44.

Dated: _____, 2021

Finance Director
City of Grove City, Ohio

EXHIBIT A

DESCRIPTION OF ANNEXATION PROPERTY

RECEIVED

JUN 22 2021

Franklin County Recorder
Cornell K. Robertson, F.A.S., P.S.

Exhibit A

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL K. ROBERTSON, F.A.S., P.S.
FRANKLIN COUNTY RECORDER

By MS Date 6/22/21

PROPOSED ANNEXATION OF 295.7 +/- ACRES FROM JACKSON TOWNSHIP AND PLEASANT TOWNSHIP TO THE CITY OF GROVE CITY

Situate in the State of Ohio, County of Franklin, Township of Jackson, being in Virginia Military Survey Numbers 1371 and 6178, being all of Tracts I and III, and the part of Tract IV which lies in Virginia Military Survey 1371, as conveyed to Elizabeth Ann Sidner, Trustee of the Elizabeth Ann Sidner Trust Dated October 23, 2001 in Instrument number 200111140263753, also being all of the 68.146 acre tract as conveyed to Elizabeth Ann Sidner, Trustee of the Elizabeth Ann Sidner Trust, Dated October 23, 2001, and Louise Crago and Laura J. Sidner (formerly known as Laura Vitrano), Successor Co-Trustees of the Virgil H. Sidner Trust, Dated October 23, 2001, of record in Instrument Number 202105140086478, all records being of the Recorder's Office, Franklin County, Ohio, and being more particularly bounded and described as follows:

COMMENCING at the intersection of the centerline of right-of-way of London Groveport Road (S.R. 665) (60') and centerline of right-of-way of Harrisburg Pike (U.S. 62 & S.R. 3) (80'), also being the southwesterly corner of said 68.146 acre tract, said point being the **TRUE POINT OF BEGINNING** for the parcel herein described;

Thence along the centerline of right-of-way of said Harrisburg Pike and along the westerly line of said 68.146 acre tract and said Tract 1, North 32°44'07" East, 3113.7 feet to a point, being the northwesterly corner of said Tract 1;

Thence across said Harrisburg Pike right-of-way, along the northerly line of said Tract I, across the existing corporation line of Pleasant Township and Jackson Township, South 87°41'32" East, 3598.5 feet to a point, being the northeasterly corner of said Tract I;

Thence along the easterly lines of said Tract I and said Tract III, and across said London Groveport Road right-of-way, along the existing City of Grove City corporation line as established Ordinance Number C-32-13 as recorded in Instrument Number 201307010110206, South 02°49'10" West, 3124.9 feet to a point, being the southeasterly corner of said Tract III, also being the centerline of right-of-way of said London Groveport Road;

Thence along the southerly line of said Tract III, said Tract IV, said 68.146 acre tract, and along the centerline of right-of-way of said London Groveport Road, North 82°48'30" West, 5166.3 feet to the **POINT OF BEGINNING, containing 295.7 acres, more or less in the proposed annexation.**

The total acreage of the combined boundary described herein contains a net acreage of 295.7 acres, being 68.1 acres out of PID 230-003408-00 (68.1 acres total from Pleasant Township), being 75.0 acres out of PID 160-000085-00, being 76.0 acres out of PID 160-000120-00, and being 76.6 acres out of PID 160-000304 (227.6 acres total from Jackson Township).

This description and exhibit are intended for annexation purposes only and is not to be used for transfer of property.

Total perimeter of annexation is 15,003 feet of which 3,125 feet is contiguous with the City of Grove City by Ordinance Number C-32-13, giving 21% perimeter contiguity.

This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342 and is based on field surveys conducted by E.P. Ferris & Associates, Inc. in October of 2020 under the direct supervision of Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342.

EXHIBIT B

DESCRIPTION OF PROPERTY

LEGEND

R/W

PL

PR PL

S88°05'11"E

20.33'

POC

POB

Right-of-Way

Existing Property Line

Proposed Property Line

Measured bearing and distance

Point of Commencement

Point of Beginning

QUALITY BAKERY COMPANY (27.855%)

Inst. No. 199804030079186

T. MARZETTI COMPANY (72.155%)

Inst. No. 199804030079184

Remainder of Lot 3

Pd. No. 040-009550

BUCKEYE RANCH HOLDINGS, LLC

85.573 Acres (Deed)

Pd. No. 040-004874

Inst. No. 202009210142192

S87°12'59"E 1417.87'

OVERALL PARCEL
28.202 ACRES

BUCKEYE RANCH HOLDINGS, LLC

22.390 Acres (Deed)

Pd. No. 040-008056

Inst. No. 201912200171556

7.139 Acres (Deed)

Inst. No. 201912200171556

GC SUMMIT PARTNERS LLC

22.400 Acres (Deed)

Pd. No. 040-015064

Inst. No. 201308060133655

N87°17'36"W 1765.83'

THE KROGER CO.

16.110 Acres

Pd. No. 040-010042

Inst. No. 201212210197648

E. P. FERRIS
ASSOCIATES
INC.

880 KING AVENUE
COLUMBUS, OHIO 43212

(614) 299-2999

(614) 299-2992 (FAX)

www.EPFERRIS.com

Consulting Civil Engineers and Surveyors

CURVE TABLE				
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	1392.40'	0°3'39'45"	89.00'	S04°45'28"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	265.00'	S02°43'29"W
L2	7.50'	S02°55'35"W

N02°43'29"E
265.00'

BUCKEYE RANCH HOLDINGS, LLC

2.500 Acres (Deed)

Pd. No. 040-016111

Inst. No. 201912200171556

PR PL N87°04'25"W
360.00'

PR PL S02°55'35"W
405.21'

CITY OF GROVE
CITY

0.221 Acres (Deed)

O.R. 28297 A09

S87°17'36"E
350.00'

POB
28.202 AC.

PL N87°17'36"W
42.84'

PL S87°12'59"E 380.94'

PL S02°55'35"W 210.90'

R/W

C1 L2

R/W

V.M.S. 14081

POC
28.202 AC.

FOGS 0024
RESET

HOOPER ROAD
(VARIES)
(PUBLIC ROADWAY)

S02°55'35"W 711.11'

DATE:	01/14/21
JOB NO:	1163.002
DRAWN BY:	JEC
CHECKED BY:	MJA
APPROVED BY:	MJA
1 OF 2	
SITE DESCRIPTION	
GROVE CITY, OH BBR DEVELOPMENT NCA SITE BBR VENTURES, LLC EXHIBIT B	

0 200 400

SCALE IN FEET

**COMMUNITY REINVESTMENT AREA/
NEW COMMUNITY AUTHORITY AGREEMENT**

This Community Reinvestment Area/New Community Authority Agreement (the "Agreement") is made and entered into the 25th day of Nov, 2020 (the "Effective Date") by and between the City of Grove City, Ohio (the "City") and Zuber Crossing (the "Property Owner").

I. Background

- A. Property Owner is the owner of property consisting of approximately 81.40 () acres of land located in the City of Grove City, the legal description of which is attached hereto as **Exhibit "1"** (the "Property").
- B. The Property Owner desires that the City expand the boundary of the existing pre-1994 Community Reinvestment Area # _____ (the "CRA") to include the Property in order for the Property to be eligible for a property tax exemption as set forth in the Terms and Conditions portion of this Agreement.
- C. The City desires to expand the boundaries of the CRA to include the Property, subject to the Terms and Conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the parties hereto, the City and Property Owner agree as follows:

II. Terms and Conditions

- A. Background. The above Background is incorporated into the Terms and Conditions as if fully written herein.
- B. CRA Expansion. Upon Property Owner's execution of this Agreement, the City shall proceed with the expansion of the CRA to include the Property. Property Owner acknowledges that the expansion of the CRA includes multiple parcels of property, including parcels that will have to be annexed into the City. For that reason, the expansion of the CRA may take up to one (1) year or longer to complete.
- C. New Community Authority. In consideration of, and as a contingency to, the City's expansion of the CRA to include the Property, Property Owner agrees to petition, after the successful expansion of the CRA, along with other property owners, for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") for the purpose of causing the property owners within the expanded CRA area to pay a community development charge equal to the following percentages of the real estate taxes that would have been due but for the tax abatement created by the CRA: (i) for industrial uses, property owner shall pay an NCA charge of fifteen percent (15%); (ii) for office uses, property owners shall pay an NCA charge of fifty percent

(50%); and (iii) for all other uses, property owner shall pay an NCA of one hundred percent (100%), unless otherwise agreed to by the City. The proceeds of the NCA charge will be paid to the Community Authority that will use the funds for future public infrastructure benefiting the CRA expanded area. The net affect of the NCA charge is that the properties within the CRA expanded area, including the Property, will receive a, effective eighty-five percent (85%) for industrial uses and fifty percent (50%) for office uses, real property tax abatement on the increased valuation of the Property attributable to new construction. If Property Owner fails to sign the NCA petition, the Property will be removed from the expanded CRA.

- D. Termination. Unless otherwise extended by the City, this Agreement shall terminate two (2) years after the Effective Date if the CRA has not been expanded to include the Property.
- E. Condition Precedent. Property Owner and the City acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the City Council and shall take effect upon such approval and execution. Property Owner and the City also acknowledge that any action on the expansion of the CRA, must be approved by the City Council.
- F. Miscellaneous.
1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.
 2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impractically, and/or acts of God.
 3. Remedies. Except as otherwise limited by ORC Chapter 2744 as to action for or against the City, the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.
 4. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City.
 5. Addresses for Notices. Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent by national courier service or certified/registered U.S. Mail, to all parties of this Agreement, or such other method as mutually agreeable:

If to Property Owner: John Vlastos
10085 Wellington Blvd
Powell, Ohio 43065

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

6. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
7. Entire Agreement Merger Clause; Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.
9. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.
10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.
12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

by: Zuber Crossing
[Signature]

City of Grove City

by: _____

Date: _____

Approved as to Form:

Stephen J. Smith, Law Director

Date: _____

per authority granted by

Ordinance No.: _____

Passed _____, 2020.

EXHIBIT 1



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.

ZUBER CROSSING LLC

- Existing CRA Boundary
- Proposed CRA Addition

1 inch = 750 feet



**COMMUNITY REINVESTMENT AREA/
NEW COMMUNITY AUTHORITY AGREEMENT**

This Community Reinvestment Area/New Community Authority Agreement (the "Agreement") is made and entered into the 16 day of March, 2021 (the "Effective Date") by and between the City of Grove City, Ohio (the "City") and T. Richard Barbee, Junior (the "Property Owner").

I. Background

- A. Property Owner is the owner of property consisting of approximately thirty-four (34) acres of land located in the City of Grove City, the depiction of which is attached hereto as **Exhibit "1"** (the "Property"). A legal description of the Property will be provided prior to closing.
- B. The Property Owner desires that the City expand the boundary of the existing pre-1994 Community Reinvestment Area # (the "CRA") to include the Property in order for the Property to be eligible for a property tax exemption as set forth in the Terms and Conditions portion of this Agreement.
- C. The City desires to expand the boundaries of the CRA to include the Property, subject to the Terms and Conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the parties hereto, the City and Property Owner agree as follows:

II. Terms and Conditions

- A. Background. The above Background is incorporated into the Terms and Conditions as if fully written herein.
- B. CRA Expansion. Upon Property Owner's execution of this Agreement, the City shall proceed with the expansion of the CRA to include the Property. Property Owner acknowledges that the expansion of the CRA includes multiple parcels of property, including parcels that will have to be annexed into the City. For that reason, the expansion of the CRA may take up to one (1) year or longer to complete.
- C. New Community Authority. In consideration of, and as a contingency to, the City's expansion of the CRA to include the Property, Property Owner agrees to petition, after the successful expansion of the CRA, along with other property owners, for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") for the purpose of causing the property owners within the expanded CRA area to pay a community development charge equal to the following percentages of the real estate taxes that would have been due but for the tax abatement created by the CRA: (i) for industrial uses, property owner shall pay an NCA charge of fifteen percent

(15%); (ii) for office uses, property owners shall pay an NCA charge of fifty percent (50%); and (iii) for all other uses, property owner shall pay an NCA of one hundred percent (100%), unless otherwise agreed to by the City. The proceeds of the NCA charge will be paid to the Community Authority that will use the funds for future public infrastructure benefiting the CRA expanded area. The net affect of the NCA charge is that the properties within the CRA expanded area, including the Property, will receive a, effective eighty-five percent (85%) for industrial uses and fifty percent (50%) for office uses, real property tax abatement on the increased valuation of the Property attributable to new construction. If Property Owner fails to sign the NCA petition, the Property will be removed from the expanded CRA.

D. Termination. Unless otherwise extended by the City, this Agreement shall terminate two (2) years after the Effective Date if the CRA has not been expanded to include the Property.

E. Condition Precedent. Property Owner and the City acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the City Council and shall take effect upon such approval and execution. Property Owner and the City also acknowledge that any action on the expansion of the CRA must be approved by the City Council.

F. Miscellaneous.

1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.

2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impractically, and/or acts of God.

3. Remedies. Except as otherwise limited by ORC Chapter 2744 as to action for or against the City, the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.

4. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City.

5. Addresses for Notices. Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent by national courier service or certified/registered U.S. Mail, to all parties of this Agreement, or such other method as mutually agreeable:

If to Property Owner: T. Richard Barbee, Junior
6950 Borror Road
Orient, Ohio 43146

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

6. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
7. Entire Agreement Merger Clause: Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.
9. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.
10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.
12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

by: Richard Barber, Jr.

Date: March 16, 2021

Approved as to Form:

Stephen J. Smith, Law Director

City of Grove City

by: _____

Date: _____

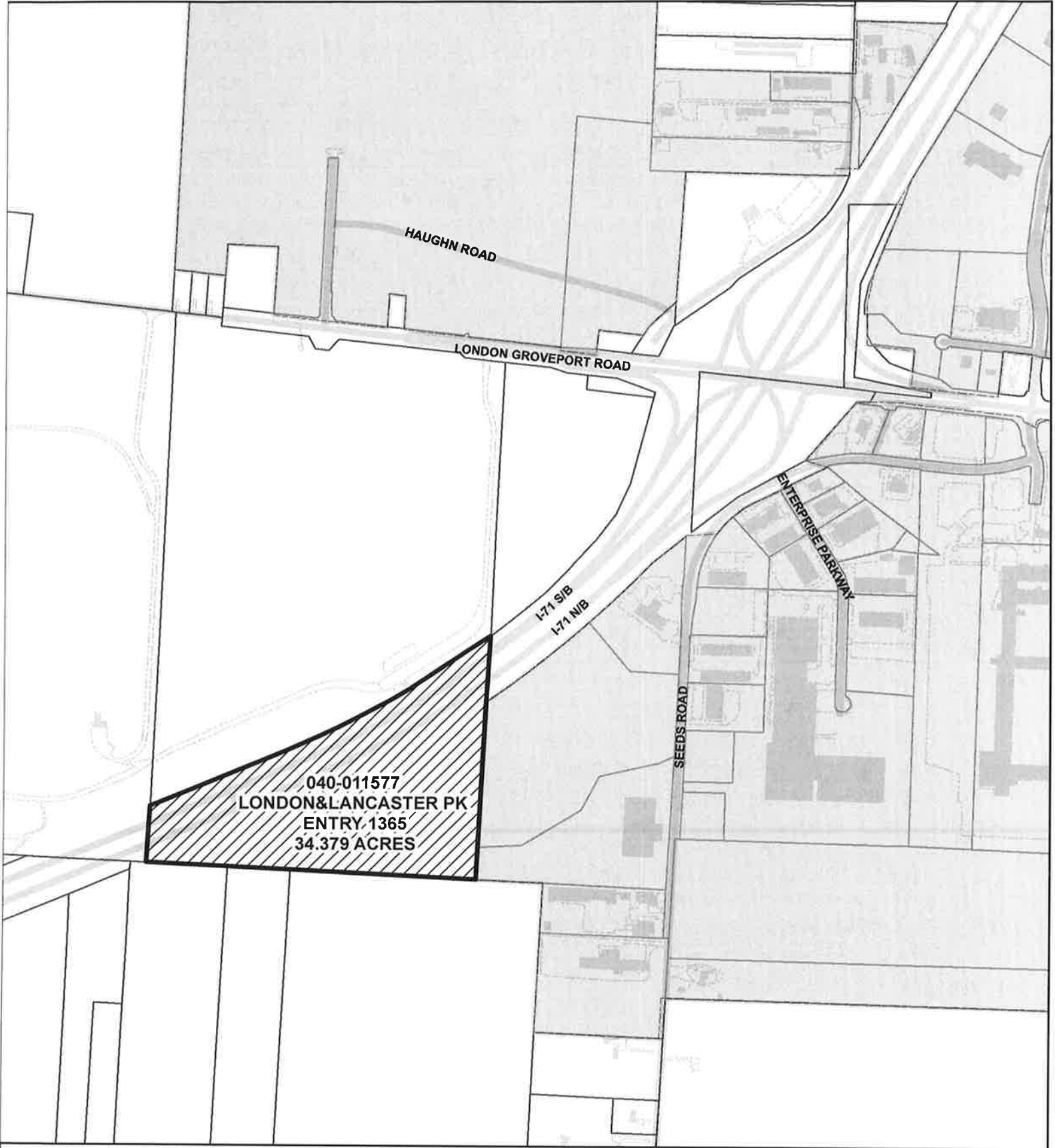
per authority granted by

Ordinance No.: _____

Passed _____, 202_.

Exhibit “1”
(Depiction of Property)

EXHIBIT 1



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.

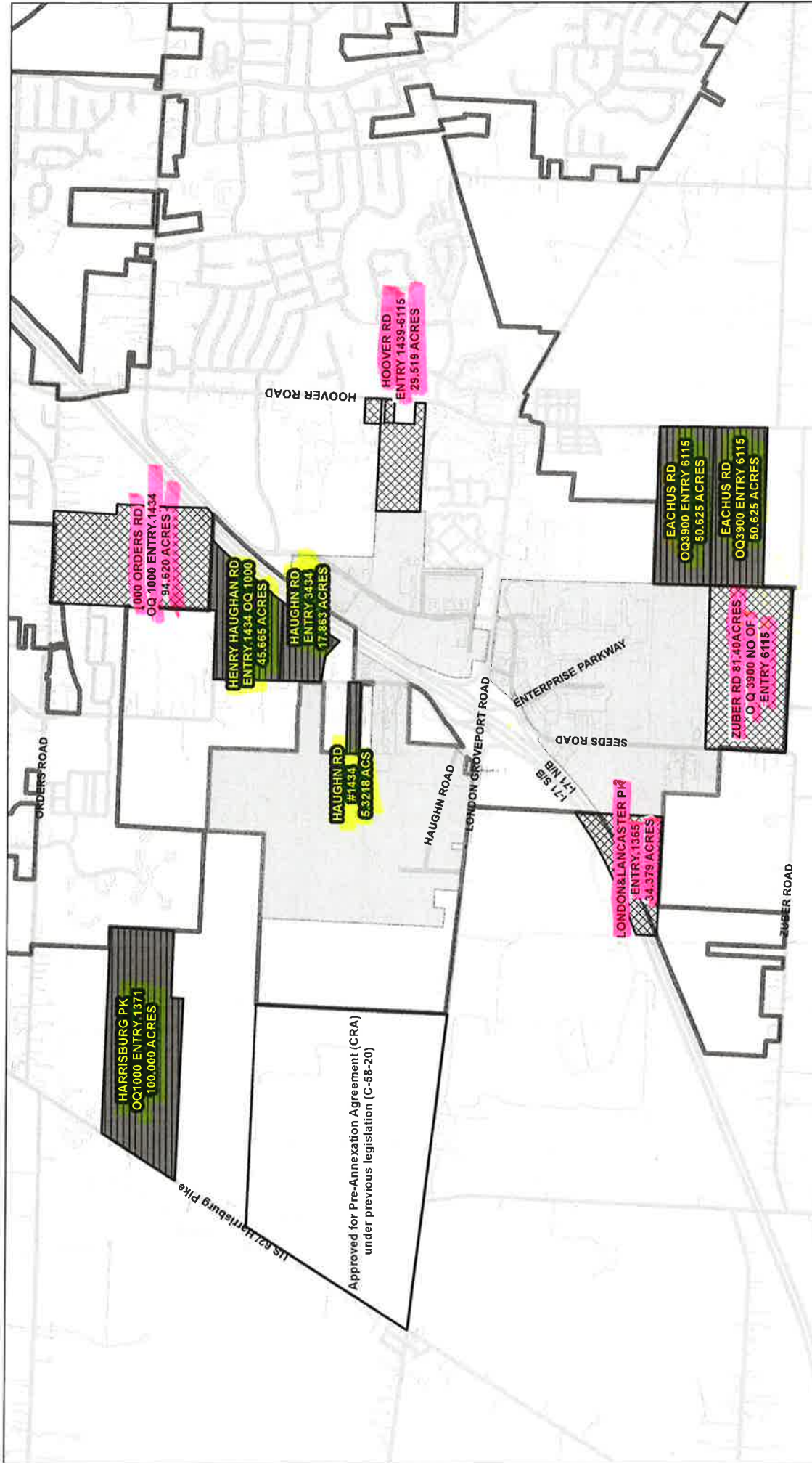
BARBEE T RICHARD JR

-  Proposed CRA Addition
-  Existing CRA Boundary



1 inch = 750 feet





Disclaimer **Annexations and Community Reinvestment Area Expansion***

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.

*For Legal Descriptions and Surveys of Properties shown in this exhibit, see Ordinances C-70-21 and C-71-21

Date: 11/29/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense:

No.: C-71-21
1st Reading: 12/06/21
Public Notice: 12/07/21
2nd Reading: 12/20/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-71-21

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE PRE-ANNEXATION AGREEMENTS WITH VARIOUS PROPERTY OWNERS IN THE VICINITY OF THE INTERSTATE 71 AND STATE ROUTE 665 INTERCHANGE

WHEREAS, various property owners in the vicinity of the Interstate 71 and State Route 665 interchange desire to annex to the City; and

WHEREAS, the property owners wish to annex upon the terms and conditions of the Pre-Annexation Agreements attached hereto.

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

SECTION 1. The City Administrator is hereby authorized to enter into a Pre-Annexation Agreement on behalf of the City, in substantially the form attached hereto as Exhibits A, B, C, D and E along with any changes or amendments thereto not inconsistent with this ordinance and not substantially adverse to the City and which shall be approved by the City Administrator, provided that the approval of such changes and amendments thereto by the City Administrator, and the character of those changes and amendments as not being substantially adverse to the City, shall be evidenced conclusively by the City Administrator's execution and delivery thereof.

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

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-71-21

**PRE-ANNEXATION AGREEMENT
CITY OF GROVE CITY OHIO**

This Annexation Agreement (the "Agreement") is made and entered into this 16 day of March 2021 (the "Effective Date"), by and between The City of Grove City, Ohio (the "City"), and T. Richard Barbee, Junior (the "Property Owner").

I. BACKGROUND

A. Property Owner is the owner of property consisting of approximately one hundred (100) acres of land located in Jackson Township in Franklin County, Ohio, the legal description of which is attached hereto as Exhibit "1" (the "Property"). The Property is contiguous to the municipal boundary of the City.

B. The City desires that the Property be annexed into the City of Grove City in order for the City to expand its territory and to preserve and expand its future tax base for the benefit of its citizens.

C. The Property Owner desires that the Property be annexed into the City of Grove City in order to, among other reasons, obtain the benefits to the Property set forth in this Agreement.

D. Subject to the terms and conditions set forth herein, the Property Owner is willing to annex, and the City is willing to accept, the Property into the City of Grove City.

II. TERMS AND CONDITIONS

A. Background. The above Background is incorporated into the Terms and Conditions as if fully written herein.

B. Annexation Petition. The Property Owner shall sign the annexation petition attached hereto as Exhibit "2" (the "Petition") for the purpose of seeking annexation of the Property into the City. Property Owner shall cause the Petition to be filed with the Franklin County Commissioners. All costs and expenses in petitioning for the annexation and annexing the Property to the City will be borne by the City.

Once this Agreement is signed by Property Owner and the City, Property Owner agrees that it will not remove its name from the Petition and will continue to support the annexation to the City throughout the entire annexation process, including any appeal or court action, provided, however, Property Owner's continued cooperation in the annexation of the Property shall be subject to and conditioned upon the City's performance of its duties and obligations as memorialized in the Agreement, and provided that annexation and inclusion in the "CRA" (defined in Section II.E.1. below) shall occur within the Term, as defined below. Property Owner and City will provide statutorily required affidavits for presentation to the Franklin County Board of County Commissioners in support of annexation of the Property and, if necessary, the City,

and/or its respective agents or assigns, will testify regarding the merits of the annexation at a hearing held before the Franklin County Board of Commissioners or subsequent court hearings.

C. Service Resolution. Pursuant to R.C. Section 709.03(D), the City agrees to enact the appropriate City Service Resolution stating the municipal services that can be provided to the Property.

D. Zoning. Subject to Section II(H) below, upon the annexation of the Property to the City, the City shall rezone the Property to the R-A Rural (Agricultural) Zoning District pursuant to City Code Section 1139.05(a) (the "R-A Zoning District"). The R-A Zoning District permits Property Owner to continue farming operations on the Property as a permitted use within the City of Grove City, and the Property shall remain in the R-A Zoning District, also known as the Rural District (under City Code Section 1135.16), until the Property Owner rezones the Property to a different classification.

E. Community Reinvestment Area and New Community Authority.

1. Community Reinvestment Area. The City agrees to expand the existing pre-1994 Community Reinvestment Area (the "CRA") to include the Property. Subject to Section II(E)(2) below, the inclusion of the Property into the CRA will make the Property eligible for a 100%, 15-year real property tax exemption for new construction on the Property.
2. New Community Authority. Property Owner acknowledges that the expansion of the CRA will include multiple properties, including the Property. Property Owner agrees to petition, after the successful expansion of the CRA, along with other property owners, for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") for the purpose of causing property owners within the expanded CRA area to pay a community development charge equal to the following percentages of the real estate taxes that would have been due but for the tax abatement created by the CRA:
 - i. For industrial uses, property owner shall pay an NCA charge of fifteen percent (15%).
 - ii. For office uses, property owner shall pay an NCA charge of 50 percent (50%).
 - iii. For all other uses, property owner shall pay an NCA charge of one hundred percent (100%), unless otherwise agreed by the City.

The proceeds of the NCA charge will be paid to the Community Authority that will use the funds for the benefit of the CRA expanded area. The net affect of the NCA charge is that the properties within the CRA expanded area, including the Property, will receive an effective eighty-five percent (85%) tax abatement for industrial uses and a fifty percent (50%) tax abatement for office uses on the increased valuation of the Property attributable to new construction. So long as the Property is zoned and used

for agricultural purposes, the Property Owner will not be charged the NCA charge.

F. Use of Property. The City acknowledges that Property Owner intends to continue to use a portion of the Property for agricultural purposes (as described in Section II(F)(1) below) for the foreseeable future. For that reason, and in consideration of Property Owner agreeing to annex the Property to the City, the City agrees that so long as the Property, or any portion thereof, is used for agricultural purposes, in addition to rezoning the Property pursuant to Section II(D) above, to the following:

1. Income Tax. The City agrees to enter into an economic development grant with the Property Owner to make a grant to the Property Owner, any share cropper, or any lessee of the Property, payable from non-tax revenues of the City, in an amount equal to any City income taxes paid on any income derived from agricultural activities, to include the growing of crops on the Property, timber extraction, and similar pasturage, horticulture, viticulture, animal and poultry husbandry, falling within City Code Section 1135.16 (acknowledging that such activities cannot create unsanitary conditions, health or safety hazard or offensive noise and odors). The annual grant payments shall be made by the City no later than the date which is sixty (60) days after the date in which the income tax remittance is received by the City from the Regional Income Tax Agency ("RITA"), and all tax returns and submissions for a given tax year have been finalized.
2. Utilities. The City shall not require Property Owner to extend utilities to the Property nor will the City impose any special assessments or other charges on the Property, unless otherwise agreed to by Property Owner.
3. Improvements. The City shall not require any involuntary physical improvements to the Property.

G. Detachment Upon Default: Outside Date and Right of Termination. If the City defaults on the terms and conditions set forth in Section II(D), Section II(E)(1), and/or (if prior to the full and final completion of those items under Section II(D) and Section II(E)(1)), Section II(F) of this Agreement (the "City's Default"), the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City. Furthermore, in the event of a City Default, the City shall consent to and not oppose the Property Owner's petition to detach the Property from the City and shall take all actions provided by law to cause the detachment of the Property, solely at the City's expense.

Furthermore, if the actions contemplated under Section II(D) and Section II(E)(1) cannot be achieved on or before nine (9) months after the filing of the Petition (the "Term"), then with written notice to the City, Property Owner may unilaterally either extend the Term or terminate the Agreement. In the event Property Owner elects to terminate the Agreement such

termination shall be effective thirty (30) days after the date of such notice. Upon such notice, and the termination as aforesaid, the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City, so long as such detachment is commenced within ninety (90) days of the termination of this Agreement.

H. Condition Precedent. Property Owner and the City acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the City Council and shall take effect upon such approval and execution. Property Owner and the City also acknowledge that any action on an annexation, zoning, rezoning, and expansion of the CRA, must be finally approved by the City Council to become effective.

I. Miscellaneous.

1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.
2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impractically, and/or acts of God.
3. Remedies. Except as otherwise limited by ORC Chapter 2744 as to action for or against the City, and in addition to Property Owner's remedy set forth in Section II(G), the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.
4. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City. This Section II(I)(4) does not limit the City's review and approval for subdividing or splitting parcels of land from a larger tract.
5. Addresses for Notices. Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent by national courier service or certified/registered U.S. Mail, to all parties of this Agreement, or such other method as mutually agreeable:

If to Property Owner: T. Richard Barbee, Junior
6950 Borror Road
Orient, Ohio 43146

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

6. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
7. Entire Agreement Merger Clause; Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.
9. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.
10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.

12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

by: Richard Barber, Jr.

Date: March 16, 2021

Approved as to Form:

Stephen J. Smith, Law Director

City of Grove City

by: _____

Date: _____

per authority granted by

Ordinance No.: _____

Passed _____, 2021.

Exhibit "1"

(Legal Description of Land to be Annexed)

Situated in the State of Ohio, County of Franklin and Township of Jackson:

Being all of Lot Number Four (4) and a part of Lot Number Five (5) of a subdivision of Survey No. 1371 of the Virginia Military District as recorded in Deed Book 42, page 16, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at an iron pipe in the center line of the Columbus and Harrisburg Pike and at the Southwest corner of the land of Mary L. Ralston; thence with the center line of said pike, South 34 deg. 25' W. 21.70 chains, to an iron pipe; thence S. 85 deg. 56' E. 44.80 chains to an iron pipe in the West line of George W. Haughn; thence with said West line N. 4 deg. 19' E. 2.97 chains to an iron pipe; thence with said Haughn's North line South 85 deg. 58' East 16.61 chains to an iron pipe in the west line of the Order's Farm; thence with Order's west line N. 4 deg. 52' E. 15.75 chains to a stone; thence N. 85 deg. 56' W. 50.67 chains (passing a stone at the southeast corner of David Spillman's land and an iron pipe at the southeast corner of said Mary L. Ralston's land) to the point of beginning containing 100 acres of land, more or less.

Parcel No. 160-000236



ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By Faaly Date 7/1/2021

PROPOSED ANNEXATION
98.58± ACRES

FROM: TOWNSHIP OF JACKSON

TO: CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Township of Jackson, located in Virginia Military District Survey Number 1371, being part of that 100 acre tract conveyed to Richard T. Barbee Jr. by deed of record in Official Record 13526C16, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being described as follows:

BEGINNING at the intersection of the easterly right-of-way line of Harrisburg Pike (S.R. 62, 80 feet wide) with the southerly line of said 100 acre tract, the northerly line of that 89.25 acre tract conveyed to Thomas W. Kientz, Ronald R. Kientz Carole J. Tully, and Brian E. Kientz by deeds of record in Instrument Number 200512060257197 and Instrument Number 201405020054546;

Thence northeasterly, with said easterly right-of-way line, across said 100 acre tract, a distance of approximately 1429 feet a point in the southerly line of that 1.042 acre tract conveyed to Sharon C. Prater by deeds of record in Deed Book 3794, Page 62 and Instrument Number 201906120070076;

Thence easterly, with the northerly line of said 100 acre tract, the southerly line of said 1.042 acre tract, that 21.659 acre tract conveyed to Sharon C. Prater, Julie A. Prater and Nathan J. Prater by deeds of record in Instrument Number 200109120211635 and Instrument Number 201905300063368, and that tract conveyed to Roger L. Spillman and Donna J. Spillman by deed of record in Official Record 26381C04, a distance of approximately 2953 feet to an angle point in the westerly line of that 109.00 acre tract conveyed to City of Grove City by deed of record in Official Record 28297A07, being in the existing City of Grove City Corporation line as established by Ordinance Number C-17-96, of record in Official Record 31719E10;

Thence easterly, with the northerly line of said 100 acre tract, a southerly line of said 109.00 acre tract, with said existing Corporation line, a distance of approximately 340 feet to the northeasterly corner of said 100 acre tract;

Thence southerly, with the easterly line of said 100 acre tract, a westerly line of said 109.00 acre tract, with said existing Corporation line, a distance of approximately 1040 feet to a southeasterly corner of said 100 acre tract, a northeasterly corner of that 60.000 acre tract conveyed to Rebecca J. Priwer by deed of record in Instrument Number 200807310116550;

Thence westerly, with the southerly line of said 100 acre tract, the northerly line of said 60.000 acre tract, a distance of approximately 1097 feet to a point;

Thence southerly, with the easterly line of said 100 acre tract, the westerly line of said 60.000 acre tract, a distance of approximately 194 feet to a southeasterly corner of said 100 acre tract, the northeasterly corner of said 89.25 acre tract;

Thence westerly, with the southerly line of said 100 acre tract, the northerly line of said 89.25 acre tract, a distance of approximately 2909 feet to the POINT OF BEGINNING, containing 100 acres, more or less.

The total perimeter of the annexation area is 9962 feet, of which 1380 feet is contiguous with the City of Grove City by Ordinance Number C-17-96, giving 13.8% perimeter contiguity.

This description is for annexation purposes only and is not to be used for transfer.



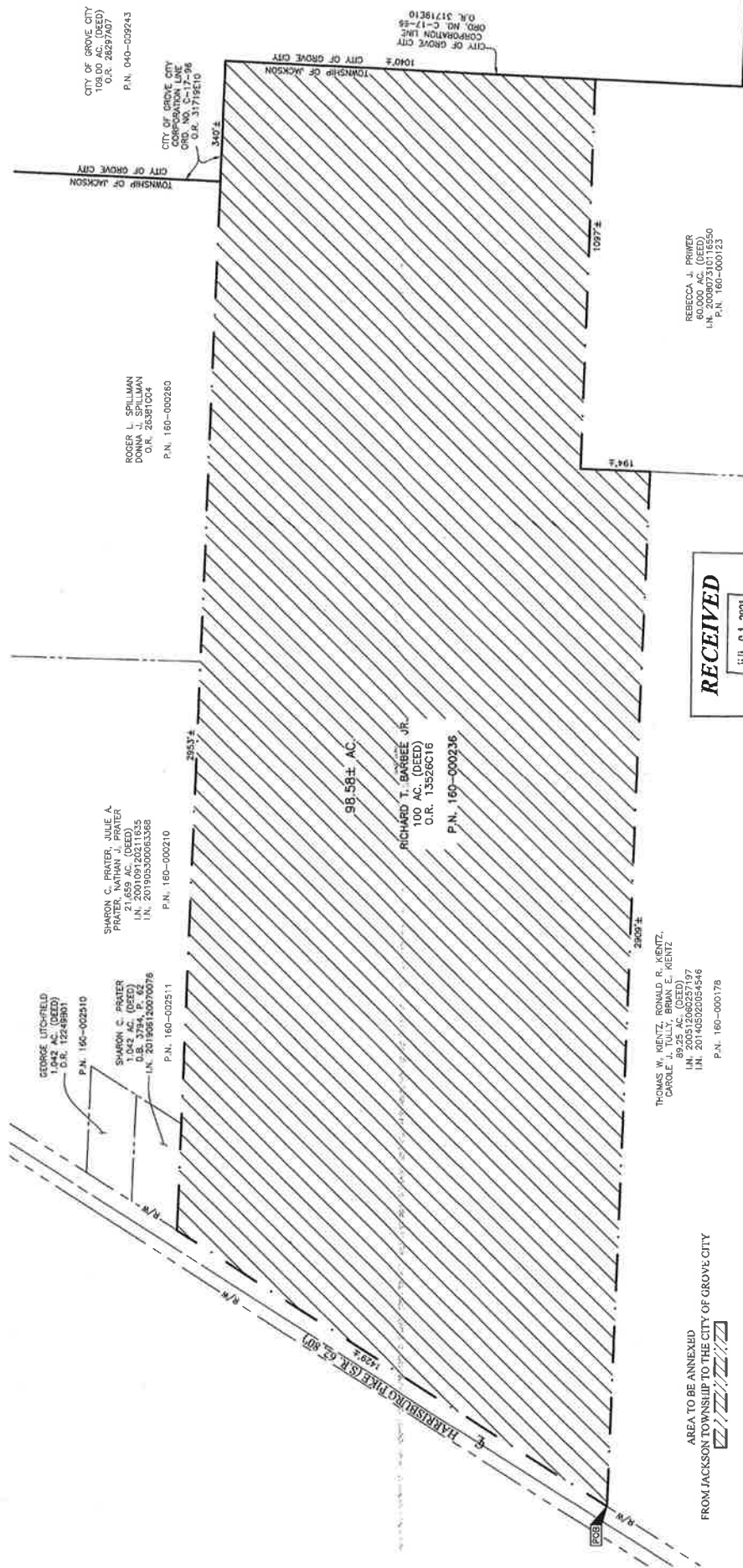
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Professional Surveyor No. 8307

Date

PROPOSED ANNEXATION OF 98.58± ACRES FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1371
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO



AREA TO BE ANNEXED
FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY
PROPOSED CITY OF GROVE CITY CORPORATION LINE
EXISTING CITY OF GROVE CITY CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 9962 feet, of which 1380 feet is contiguous with the City of Grove City by Ordinance Number C-17-96, giving 13.8% perimeter contiguity.

Note:
This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.



REBECCA J. PRIMER
60.000 AC. (DEED)
I.N. 200512060257197
I.N. 201405020054546
P.N. 160-000123

RECEIVED
JUL 6 1 2021
Franklin County Engineer
Cornell R. Robertson, P.L., P.S.

ANNEXATION
PLAN & RESOLUTION
CORNELL R. ROBERTSON, P.L., P.S.
FRANKLIN COUNTY ENGINEER
By *[Signature]* Date *7/1/2021*



By *[Signature]* Date *7/1/2021*
Heather L. King
Professional Surveyor No. 8307
hking@emhlt.com

EMHLT		Date: June 23, 2021
Survey: 2021-0559		Scale: 1" = 200'
Job No: 2021-0559		Sheet: 1 of 1
8500 New Albany Road, Columbus, OH 43264		REVISIONS
Phone: 614.773.5500		DATE
Fax: 614.773.5500		DESCRIPTION
emhlt.com		

Exhibit "2"

(Annexation Petition)



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for Annexation Petition Expedited Type 2

Pursuant to ORC §709.023

2

Property Information

Site Address:

5316 Harrisburg Pike

Parcel ID(s):

160-000236

Total Acreage:

From Township:

Jackson Township

To Municipality:

Grove City

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name:

Richard Barbee Jr

Address:

6950 Borror Road

Orient, Ohio 43146

Phone #

614-214-7742

Fax #

-

Email:

jeandnick33@gmail.com

Attorney/Authorized Agent Information

Name:

Donal Plank, Plank Law Firm, LPA

Address:

Plank Law Firm, LPA, 411 East Town Street, Floor 2, Columbus,
Ohio 43215

Phone #

(614) 947-8600

Fax #

(614) 228-1790

Email:

dtp@planklaw.com

Staff Use Only

Case # ANX-

Hearing Date:

Date Filed:

Fee Paid:

Receipt #:

Received By:

Notification Deadline (5 days):

Svc Statement Deadline (20 days):

Document Submission

The following documents must
accompany this application on letter-sized
8 1/2" x 11" paper:

- ☐ Legal description of the property
- ☐ Fee Payment (checks only)
- ☐ Map/plot of property
- ☐ List of adjacent properties

Petitioners Signature

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Richard Barbee Jr, Jr July 12, 2021

Property Owner

Date

Property Owner

Date

Attorney or Authorized Agent

Date

Attorney or Authorized Agent

Date

Adjacent Property Owners		
Parcel to Be Annexed	Adjacent Properties	Owner & Mailing Addresses
160-000236 (5316 Harrisburg Pike)	160-000178 5506 Harrisburg Pike	Thomas W Kientz, Donald J Tully, Ronald R Kientz, & Brian E Kientz 5403 Beatty Road Grove City, OH 43123
	160-000123 5387 Haughn Road	Rebecca J Priwer 5387 Haughn Road Grove City, OH 43123
	040-009243 3899 Orders Road	City of Grove City 4035 Broadway Grove City, OH 43123
	160-000260 Harrisburg Pike Rear	Roger L & Donna J Spillman 4965 Beatty Road Grove City, OH 43123
	160-000210 5076 Harrisburg Pike	Sharon C, Julie A, & Nathan J Prater 5048 Harrisburg Pike Grove City, OH 43123
	160-002511 Harrisburg Pike	Sharon C Prater 5048 Harrisburg Pike Grove City, OH 43123
	160-000060 5201 Harrisburg Pike	Jeffrey B Davis 5201 Harrisburg Pike Grove City, OH 43123
	160-000109 5263 Harrisburg Pike	Air Quality Solutions LLC 3873 Broadway Grove City, OH 43123
	160-000159 5463 Harrisburg Pike	Kenneth A Snyder 5463 Harrisburg Pike Grove City, OH 43123

**PRE-ANNEXATION AGREEMENT
CITY OF GROVE CITY OHIO**

This Annexation Agreement (the "Agreement") is made and entered into this 29 day of DECEMBER 2020 (the "Effective Date"), by and between The City of Grove City, Ohio (the "City"), and Builtrite Properties, LLC, an Ohio limited liability company (the "Property Owner").

I. BACKGROUND

A. Property Owner is the owner of property consisting of approximately five and 32/100 (5.32) acres of land located in Jackson Township in Franklin County, Ohio, the legal description of which is attached hereto as Exhibit "1" (the "Property"). The Property is contiguous to the municipal boundary of the City.

B. The City desires that the Property be annexed into the City of Grove City in order for the City to expand its territory and to preserve and expand its future tax base for the benefit of its citizens.

C. The Property Owner desires that the Property be annexed into the City of Grove City in order to, among other reasons, obtain the benefits to the Property set forth in this Agreement.

D. Subject to the terms and conditions set forth herein, the Property Owner is willing to annex, and the City is willing to accept, the Property into the City of Grove City.

II. TERMS AND CONDITIONS

A. Background. The above Background is incorporated into the Terms and Conditions as if fully written herein.

B. Annexation Petition. The Property Owner shall sign the annexation petition attached hereto as Exhibit "2" (the "Petition") for the purpose of seeking annexation of the Property into the City. Property Owner shall cause the Petition to be filed with the Franklin County Commissioners. All costs and expenses in petitioning for the annexation and annexing the Property to the City will be borne by the City.

Once this Agreement is signed by Property Owner and the City, Property Owner agrees that it will not remove its name from the Petition and will continue to support the annexation to the City throughout the entire annexation process, including any appeal or court action, provided, however, Property Owner's continued cooperation in the annexation of the Property shall be subject to and conditioned upon the City's performance of its duties and obligations as memorialized in the Agreement, and provided that annexation and inclusion in the "CRA" (defined in Section II.E.1. below) shall occur within the Term, as defined below. Property Owner and City will provide statutorily required affidavits for presentation to the Franklin County Board of County Commissioners in support of annexation of the Property and, if

necessary, the City, and/or its respective agents or assigns, will testify regarding the merits of the annexation at a hearing held before the Franklin County Board of Commissioners or subsequent court hearings.

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1. Community Reinvestment Area. The City agrees to expand the existing pre-1994 Community Reinvestment Area (the "CRA") to include the Property. Subject to Section II(E)(2) below, the inclusion of the Property into the CRA will make the Property eligible for a 100%, 15-year real property tax exemption for new construction on the Property.
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 - i. For industrial uses, property owner shall pay an NCA charge of fifteen percent (15%).
 - ii. For office uses, property owner shall pay an NCA charge of 50 percent (50%).
 - iii. For all other uses, property owner shall pay an NCA charge of one hundred percent (100%), unless otherwise agreed by the City.

The proceeds of the NCA charge will be paid to the Community Authority that will use the funds for the benefit of the CRA expanded area. The net affect of the NCA charge is that the properties within the CRA expanded area, including the Property, will receive an effective eighty-five percent (85%) tax abatement for industrial uses and a fifty percent (50%) tax

abatement for office uses on the increased valuation of the Property attributable to new construction. So long as the Property is zoned and used for agricultural purposes, the Property Owner will not be charged the NCA charge.

F. Use of Property. The City acknowledges that Property Owner intends to continue to use a portion of the Property for agricultural purposes (as described in Section II(F)(1) below) for the foreseeable future. For that reason, and in consideration of Property Owner agreeing to annex the Property to the City, the City agrees that so long as the Property, or any portion thereof, is used for agricultural purposes, in addition to rezoning the Property pursuant to Section II(D) above, to the following:

1. Income Tax. The City agrees to enter into an economic development grant with the Property Owner to make a grant to the Property Owner, any share cropper, or any lessee of the Property, payable from non-tax revenues of the City, in an amount equal to any City income taxes paid on any income derived from agricultural activities, to include the growing of crops on the Property, timber extraction, and similar pasturage, horticulture, viticulture, animal and poultry husbandry, falling within City Code Section 1135.16 (acknowledging that such activities cannot create unsanitary conditions, health or safety hazard or offensive noise and odors). The annual grant payments shall be made by the City no later than the date which is sixty (60) days after the date in which the income tax remittance is received by the City from the Regional Income Tax Agency ("RITA"), and all tax returns and submissions for a given tax year have been finalized.
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3. Improvements. The City shall not require any involuntary physical improvements to the Property.

G. Detachment Upon Default; Outside Date and Right of Termination. If the City defaults on the terms and conditions set forth in Section II(D), Section II(E)(1), and/or (if prior to the full and final completion of those items under Section II(D) and Section II(E)(1)), Section II(F) of this Agreement (the "City's Default"), the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City. Furthermore, in the event of a City Default, the City shall consent to and not oppose the Property Owner's petition to detach the Property from the City and shall take all actions provided by law to cause the detachment of the Property, solely at the City's expense.

Furthermore, if the actions contemplated under Section II(D) and Section II(E)(1) cannot be achieved on or before nine (9) months after the filing of the Petition (the "Term"), then with written notice to the City, Property Owner may unilaterally either extend the Term or terminate the Agreement. In the event Property Owner elects to terminate the Agreement such

termination shall be effective thirty (30) days after the date of such notice. Upon such notice, and the termination as aforesaid, the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City, so long as such detachment is commenced within ninety (90) days of the termination of this Agreement.

H. Condition Precedent. Property Owner and the City acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the City Council and shall take effect upon such approval and execution. Property Owner and the City also acknowledge that any action on an annexation, zoning, rezoning, and expansion of the CRA, must be finally approved by the City Council to become effective.

I. Miscellaneous.

1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.
2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impractically, and/or acts of God.
3. Remedies. Except as otherwise limited by ORC Chapter 2744 as to action for or against the City, and in addition to Property Owner's remedy set forth in Section II(G), the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.
4. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City. This Section II(I)(4) does not limit the City's review and approval for subdividing or splitting parcels of land from a larger tract.
5. Addresses for Notices. Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent by national courier service or certified/registered U.S. Mail, to all parties of this Agreement, or such other method as mutually agreeable:

If to Property Owner: Builtrite Properties, LLC
c/o Jim Norwood
5200 Fisher Road
Columbus, Ohio 43228

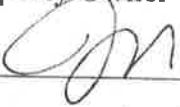
If to City: City of Grove City
4035 Broadway
Grove City, Ohio 43123
Attn: City Administrator

6. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
7. Entire Agreement Merger Clause; Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.
9. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.
10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.

12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

by: 

Date: 12/28/20

Approved as to Form:

Stephen J. Smith, Law Director

City of Grove City

by: _____

Date: _____

per authority granted by

Ordinance No.: _____

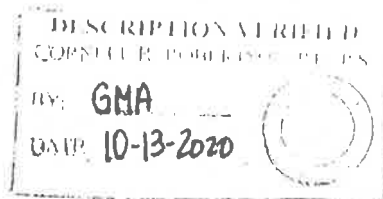
Passed _____, 2020.

Exhibit "1"

(Legal Description of Land to be Annexed)

Situated in the County of Franklin, the Township of Jackson, and the State of Ohio, And being part of Virginia Military Survey No. 1434, and being 5.3218 acres out of Tract 1 (42.27 acres) conveyed to Frederick B. Hill by a deed of record in Deed Volume 3558, Page 26, in the Franklin County Recorder's Office, Franklin County, Ohio, and being more particularly described as follows: Beginning for reference at a found stone, said stone being the northwest corner of Tract 2, also being recorded in Deed Volume 3558, Page 26, and standing in the name of Frederick B. Hill, said stone also being the northeast corner of a certain 60.00 acre tract of land in the name of Concrete Construction Company, and found recorded in Deed Volume 3133, Page 8 in the Franklin County Recorder's Office. Thence with the West line of Tract 2, South $02^{\circ} 56' 51''$ West, a distance of 1626.70 feet to a found stone in the northeast corner of the above mentioned Tract 1 and also being the southwest corner of Tract 2. Thence South $2^{\circ} 56' 51''$ West, a distance of 587.97 feet to an iron pin in the west line of Tract 1, said iron pin being the true place of beginning for this description. Thence South $87^{\circ} 57' 36''$ East, a distance of 1157.88 feet (passing an iron pin at 1127.88 feet) to a "PK" nail in the centerline of Haughn Road, said "PK" nail also being in the west line of Tract 1. Thence with the centerline of Haughn Road, South $02^{\circ} 15' 12''$ West, a distance of 200.00 feet to a "PK" nail. Thence North $87^{\circ} 57' 36''$ West, a distance of 1160.31 feet (passing an iron pin at 30.00 feet) to an iron pin in the west line of Tract 1. Thence North $02^{\circ} 56' 51''$ East, a distance of 200.02 feet to the true place of beginning containing 5.3218 acres, more or less.

All of:
(160)
002611





ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By FAA/LH Date 7/1/2021

**PROPOSED ANNEXATION
5.55± ACRES**

FROM: TOWNSHIP OF JACKSON

TO: CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Township of Jackson, located in Virginia Military District Survey Number 1434, being all of that 5.3218 acre tract conveyed to Bultrite Properties LLC by deed of record in Instrument Number 202010140158330, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being described as follows:

BEGINNING in the westerly right-of-way line of Haughn Road (40 feet wide), in the northerly line of said 5.3218 acre, the northerly line of that 5.3329 acre tract conveyed to Gardenia Properties LLC by deed of record in Instrument Number 202002190024751, being an angle point in the existing City of Grove City Corporation line as established by Ordinance Number C-6-00, of record in Instrument Number 200005240102320;

Thence westerly, with the line common to said 5.3218 and 5.3329 acre tracts, with said existing Corporation line, a distance of approximately 1138 feet to a point in the easterly line of that 225.674 acre tract conveyed to Solid Waste Authority of Central Ohio by deed of record in Instrument Number 200406160138975, being in an existing City of Grove City Corporation line as established by Ordinance C-61-99, of record in Instrument Number 199909200237661;

Thence northerly, with line common to said 5.3218 and 225.6674 acre tracts, said existing Corporation line (C-61-99), a distance of approximately 200 feet to the common corner of said 5.3218 acre tract and that 5.3107 acre tract conveyed to John E. Remmenga, Trustee, by deed of record in Instrument Number 201108310109185;

Thence easterly, with the line common to said 5.3218 and 5.3107 acre tracts, a distance of approximately 1157 feet to a point in the centerline of said Haughn Road, the westerly line of that 21.369 acre tract conveyed to Richard H. McCall by deed of record in Instrument Numbers 200712030207795 and 200712030207796;

Thence southerly, with the centerline of said Haughn Road, said westerly line, a distance of approximately 90 feet to a point in the northerly line of that 5.52 acre tract conveyed to The State of Ohio by deed of record in Deed Book 2286, Page 677, in a northerly line of an existing City of Grove City Corporation line as established by Ordinance C-61-99, of record in Instrument Number 199909200237661;

Thence easterly, across said Haughn Road, with the line common to said 21.369 and 5.52 acre tracts, a distance of approximately 20 feet to a point in the easterly right-of-way line of said Haughn Road, being a northwesterly corner of said existing City of Grove City Corporation line (C-61-99);

Thence southerly, with the said easterly right-of-way line, across said 5.52 acre tract, with the westerly line of said existing City of Grove City Corporation line, a distance of approximately 432 feet to a point;

Thence westerly, across said Haughn Road, across said 5.52 acre tract and partially with the southerly line of that 1.873 acre tract conveyed to Capital City Mechanical Inc. by deed of record in Instrument Number 200907170104785, with an existing City of Grove City Corporation line as established by Ordinance C-69-00, of record in Instrument Number 200010190212978, a distance of approximately 40 feet to a point in said westerly right-of-way line, being in said City of Grove City Corporation line (C-6-00);

Thence northerly, with said westerly right-of-way line, across said 1.873 and 5.3329 acre tracts, a distance of approximately 201 feet to the POINT OF BEGINNING, containing 5.55 acres, more or less.

PROPOSED ANNEXATION

5.55± ACRES

-2-

The total perimeter of annexation area is 3277 feet, of which 2011 feet is contiguous with the City of Grove City by Ordinance Number C-61-99, Ordinance Number C-69-00 and Ordinance Number C-6-00, giving 61% perimeter contiguity.

This description is for annexation purposes only and is not to be used for transfer.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Heather L. King
Heather L. King
Professional Surveyor No. 8307

6/30/21

Date

HLK: td
5_55 ac 20210559-VS-EXHB-ANNX-03



Ernest, Macdonald, Henshaw & Tabor, Inc.
Professional Surveyors
5500 New Albany Road, Columbus, OH 43264
Phone: 614.775.4500 Toll Free: 888.775.3468
emh.com

PROPOSED ANNEXATION OF 5.55± ACRES FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1434 TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 23, 2021

Scale: 1" = 100'

Job No: 2021-0559

Sheet No: 1 of 1

RECEIVED

JUL 01 2021

Franklin County Engineer
Conrad R. Robinson, P.E., P.S.

JOHN E. REMMENG TR.
5.3107 AC. (DEED)
I.N. 201108310109185
P.N. 160-002607

CITY OF GROVE CITY
ORD. NO. C-61-99
I.N. 199909200237661

BUILTRITE PROPERTIES LLC
5.3218 AC. (DEED)
I.N. 202010140158330
P.N. 160-002611

SOLID WASTE AUTHORITY OF CENTRAL OHIO
225.6674 AC. (DEED)
I.N. 200406160138975
P.N. 040-010224

Note:
This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.

AREA TO BE ANNEXED
FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

PROPOSED CITY OF GROVE CITY CORPORATION LINE

EXISTING CITY OF GROVE CITY CORPORATION LINE

SCALE (in feet)
0 100

Contiguity Note:

Total perimeter of annexation area is 3277 feet, of which 2011 feet is contiguous with the City of Grove City by Ordinance Number C-6-00, Ordinance Number C-69-00 and Ordinance Number C-61-99, giving 61% perimeter contiguity.

By: *Heather L. King*
Heather L. King
Professional Surveyor No. 8307
hking@emh.com

Date



THE STATE OF OHIO
5.52 AC. (DEED)
D.B. 2286, P. 677
P.N. 040-010227

RICHARD H. McCALL
21.369 AC. (DEED)
I.N. 200712030207795
I.N. 200712030207796
P.N. 160-000014

CITY OF GROVE CITY
CORPORATION LINE
ORD. NO. C-61-99
I.N. 199909200237661

CITY OF GROVE CITY
CORPORATION LINE
ORD. NO. C-6-00
I.N. 200005240102320

CITY OF GROVE CITY
CORPORATION LINE
ORD. NO. C-69-00
I.N. 200010190212978
CAPITAL CITY MECHANICAL INC.
1.873 AC. (DEED)
I.N. 200907170104785
P.N. 040-011074

CITY OF GROVE CITY
CORPORATION LINE
ORD. NO. C-61-99
I.N. 199909200237661

CITY OF GROVE CITY
CORPORATION LINE
ORD. NO. C-6-00
I.N. 200005240102320

GARDENIA PROPERTIES LLC
5.3329 AC. (DEED)
I.N. 202002190024751
P.N. 040-010580

TOWNSHIP OF JACKSON
CITY OF GROVE CITY



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for Annexation Petition

Expedited Type 2

Pursuant to ORC §709.023

Property Information

Site Address:

5873 Haughn Rd., Grove City, OH 43123

Parcel ID(s):

160-002611-00

Total Acreage:

5.322

From Township:

Jackson Township

To Municipality:

Grove City

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name: See attached Exhibit A

Address:

Phone #

Fax #

Email:

Attorney/Authorized Agent Information

Name: Donal Plank, Plank Law Firm, LPA

Address: Plank Law Firm, LPA, 411 East Town Street, Floor 2, Columbus,
Ohio 43215

Phone # (614) 947-8600

Fax # (614) 228-1790

Email: dtp@planklaw.com

Staff Use Only

Case # ANX-

Hearing Date:

Date Filed:

Fee Paid:

Receipt #:

Received By:

Notification Deadline (5 days):

Svc Statement Deadline (20 days):

Document Submission

The following documents must
accompany this application on letter-sized
8 1/2" x 11" paper:

- ☐ Legal description of the property
- ☐ Fee Payment (checks only)
- ☐ Map/plot of property
- ☐ List of adjacent properties

Petitioners Signature

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Property Owner

Date

5/19/21

Property Owner

Date

Attorney or Authorized Agent

Date

Attorney or Authorized Agent

Date

Exhibit A

Property Owner Information

Names: BWITCITE PROPERTIES
Address: JAMES NORWOOD MOORE MEADOWS
Phone Number: 5200 FISHER RD GROVE CITY OH 43228
Fax Number: 614-853-1238
Email: 614-853-1744
BWITCITEsim@aXPHOO.com

Adjacent Property Owners		
Parcel to Be Annexed	Adjacent Properties	Owner & Mailing Addresses
160-002611 (5873 Haughn Road)	040-010580 5885 Haughn Road	Gardenia Properties LLC 5885 Haughn Road Grove City, OH 43123
	040-010224 London-Groveport Road	Solid Waste Authority of Central Ohio 6220 Young Road Grove City, OH 43123
	160-002607 5867 Haughn Road	John E Remmenga Trust 5867 Haughn Road Grove City, OH 43123
	160-000014 5928 Haughn Road	Richard H McCall 5928 Haughn Road Grove City, OH 43123
	040-010227 6000 Haughn Road	State of Ohio 6000 Haughn Road Grove City, OH 43123

ANNEXATION AGREEMENT CITY OF GROVE CITY OHIO

This Annexation Agreement (the "Agreement") is made and entered into this ____ day of _____, 2021 (the "Effective Date"), by and between The City of Grove City, Ohio (the "City"), and WM1 Corporation, an Ohio corporation (the "Property Owner").

I. BACKGROUND

A. Property Owner is the owner of property consisting of approximately eighteen (18) acres of land located in Jackson Township in Franklin County, Ohio, the description of which is attached hereto as **Exhibit "1"** (the "Property"). The Property is contiguous to the municipal boundary of the City.

B. The City desires that the Property be annexed into the City of Grove City in order for the City to expand its territory and to preserve and expand its future tax base for the benefit of its citizens.

C. The Property Owner desires that the Property be annexed into the City of Grove City in order to, among other reasons, obtain the benefits to the Property set forth in this Agreement.

D. Subject to the terms and conditions set forth herein, the Property Owner is willing to annex, and the City is willing to accept, the Property into the City of Grove City.

II. TERMS AND CONDITIONS

A. **Background.** The above Background is incorporated into the Terms and Conditions as if fully written herein.

B. **Annexation Petition.** The Property Owner shall sign the annexation petition attached hereto as **Exhibit "2"** (the "Petition") for the purpose of seeking annexation of the Property into the City and return the Petition to the City. The City shall file the Petition with the Franklin County Commissioners. All costs and expenses in petitioning for the annexation shall be borne by the City.

Once this Agreement is signed by Property Owner and the City, Property Owner agrees that it will not remove its name from the Petition and will continue to support the annexation to the City throughout the entire annexation process, including any appeal or court action, provided, however, Property Owner's continued cooperation in the annexation of the Property shall be subject to and conditioned upon the City's performance of its duties and obligations as memorialized in the Agreement and provided that annexation and inclusion in the CRA shall occur within the Term, as defined below. Property Owner and City will provide statutorily required affidavits for presentation to the Franklin County Board of County Commissioners in support of

annexation of the Property, and if necessary, the City and/or its respective agents or assigns will testify regarding the merits of the annexation at a hearing held before the Franklin County Board of Commissioners or subsequent court hearings.

C. Service Resolution. Pursuant to R.C. Section 709.03(D), the City agrees to enact the appropriate City Service Resolution stating the municipal services that can be provided to the Property.

D. Zoning. Subject to Section II(H) below, upon the annexation of the Property to the City, the City shall rezone the Property to the IND-1 Industrial Zoning District pursuant to City Code Section 1135 (the IND-1 "Zoning District").

E. CRA and NCA.

1. Community Reinvestment Area. The City agrees to expand the existing pre-1994 Community Reinvestment Area (the "CRA") to include the Property. Subject to Section II(E)(2) below, the inclusion of the Property into the CRA will make the Property eligible for a 100%, 15 year real property tax exemption for new construction on the Property.
2. New Community Authority. Property Owner acknowledges that the expansion of the CRA will include multiple properties, including the Property. Property Owner agrees to petition, after the successful expansion of the CRA, along with other property owners, for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") for the purpose of causing property owners within the expanded CRA area to pay a community development charge equal to the following percentages of the real estate taxes that would have been due but for the tax abatement created by the CRA:
 - i. For industrial uses, property owner shall pay an NCA charge of fifteen percent (15%).
 - ii. For office uses, property owner shall pay an NCA charge of 50 percent (50%).
 - iii. For all other uses, property owner shall pay an NCA charge of one hundred percent (100%), unless otherwise agreed by the City.

The proceeds of the NCA charge will be paid to the Community Authority that will use the funds for the benefit of the CRA expanded area. The net affect of the NCA charge is that the properties within the CRA expanded area, including the Property, will receive an effective eighty-five percent (85%) tax abatement for industrial uses and a fifty percent (50%) tax abatement for office uses on the increased valuation of the Property

attributable to new construction. So long as the Property is zoned and used for agricultural purposes, the Property Owner will not be charged the NCA charge.

F. Use of Property. The City acknowledges that Property Owner may submit zoning plans to Jackson Township for developing up to one half of the southern part of the Property for uses approved by Jackson Township. (the "Plans"). Any improvements located on the southern one-half of the Property approved by Jackson Township per the Plans, shall be deemed permitted by the City if approved prior to the effective date of the City ordinance accepting the annexation of the Property and provided construction of said improvement commences within one (1) year of said ordinance's effective date. Any proposed improvements to the Property on the northern one-half of the Property or subsequent to the Property's annexation shall be subject to Codified Ordinances of Grove City.

G. Agricultural Uses. The City agrees that so long as the Property or any portion thereof is used for agricultural purposes, in addition to rezoning the Property pursuant to Section II(D) above, to the following:

1. Income Tax. As an incentive for the annexation of the Property and the inclusion of the Property in the NCA, the City agrees to enter into an economic development grant with the Property Owner to make a grant to the Property Owner, any share cropper, or any lessee of the Property, payable from non-tax revenues of the City, in an amount equal to any City income taxes paid on any income derived from agricultural activities, to include the growing of crops on the Property, timber extraction, and similar pasturage, horticulture, viticulture, animal and poultry husbandry, falling within City Code Section 1135.16 (acknowledging that such activities cannot create unsanitary conditions, health or safety hazard or offensive noise and odors). The annual grant payments shall be made by the City no later than the date which is sixty (60) days after the date in which the income tax remittance is received by the City from the Regional Income Tax Agency ("RITA"), and all tax returns and submissions for a given tax year have been finalized.
2. Utilities. The City shall not require Property Owner to extend utilities to the Property nor will the City impose any special assessments or dedications or other charges on the Property, unless otherwise agreed to by Property Owner.

H. Detachment Upon Default; Outside Date and Right of Termination. If the City defaults on the terms and conditions set forth in Section II(D), Section II(E)(1), and/or (if prior to the full and final completion of those items under Section II(D) and Section II(E)(1)), Section II(F) of this Agreement (the "City's Default"), the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City.

Furthermore, in the event of a City Default, the City shall consent to and not oppose the Property Owner's petition to detach the Property from the City and shall take all actions provided by law to cause the detachment of the Property, solely at the City's expense.

Furthermore, if the actions contemplated under Section II(D) and Section II(E)(1) cannot be achieved on or before nine (9) months after the filing of the Petition (the "Term"), then with written notice to the City, Property Owner may unilaterally either extend the Term or terminate the Agreement. In the event Property Owner elects to terminate the Agreement such termination shall be effective thirty (30) days after the date of such notice. Upon such notice, and the termination as aforesaid, the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City, so long as such detachment is commenced within ninety (90) days of the termination of this Agreement.

I. Condition Precedent. Property Owner and the City acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the City Council and shall take effect upon such approval and execution. Property Owner and the City also acknowledge that any action on an annexation, zoning, rezoning, and expansion of the CRA, must be finally approved by the City Council to become effective.

J. Miscellaneous.

1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.
2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impractically, and/or acts of God.
3. Remedies. Except as otherwise limited by ORC Chapter 2744 as to action for or against the City, and in addition to Property Owner's remedy set forth in Section II(G), the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.
4. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City. This Section II(I)(4) does not limit the City's review and approval for subdividing or splitting parcels of land from a larger

tract provided; however, the City's lot split approval shall not prohibit the Property Owner's development plan as shown on Exhibit 3.

5. Addresses for Notices. Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent by national courier service or certified/registered U.S. Mail, to all parties of this Agreement, or such other method as mutually agreeable:

If to Property Owner: WM1 Corporation
ATTN: Sonny Wicks
2699 Fair Avenue
Columbus, Ohio 43209

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

6. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
7. Entire Agreement Merger Clause; Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.
9. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.
12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Signed as of the 8th day of August, 2021

City of Grove City

by: _____

Date: _____

per authority granted by

Ordinance No.: _____

Passed _____, 2021.

Property Owner



by: Floyd Wicks president, WM1 Corporation

Approved as to Form:

Stephen J. Smith, Law Director

Exhibit “1”

(Property Legal Description)

EXHIBIT "A"

**Bowman Surveying
38 N. 4th Street, Rm. 103
Zanesville, Ohio 43701
PH. (740) 454-0496**

AUDITOR PARCEL
160-000014-00 (PART 21.683 Acres)

Situated in Virginia Military Survey 1434, Jackson Township, Franklin County, Ohio. Being part of the lands of William H. Mercer, Trust, as described in instrument number 199706090018163 in the Franklin County Recorder's office and being described as follows:

Commencing at a set rebar on the Northeast corner of the lands of the State of Ohio conveyed in Deed book 2286 page 677 of the Franklin County Deed Records, being located 150.00' Lt of centerline Station 271+36.23 of Interstate 71 recorded as Fra-62-2.12 in Plat Book 25 page 72 & 73 of the Franklin County Plat Records; Thence, N.84° 59'00"W. a distance of 544.96 feet along said State lands to a set P.K. Nail in the center of Haughn Road, passing a set rebar at 524.96 feet; Thence, N.05° 01'00"E. a distance of 535.41 feet along the center of said Road to a set P.K. nail, BEING THE POINT OF BEGINNING;

Thence, N.05° 01'00"E. a distance of 677.19 feet along the center of said Road to a set P.K. nail on the Southwest corner of the lands of Haughn Road Properties, LLC, (Inst. 200211250300574);

Thence, S.83° 44'10"E. a distance of 1,290.08 feet along the South line of said Haughn Road Properties lands to a set rebar on the West line of said Haughn Road Properties lands to a set rebar on the West line of Interstate 71 Right of Way, passing a set rebar at 20.00 feet, being located 150.00' left of centerline station 282+49.65;

Thence, S.83° 44'10"E. a distance of 364.95 feet across said Interstate and along the South line of said Haughn Road Properties land, and the South line of the lands, now or formerly, owned by MARA Enterprises, INC. (D.B. 3190/127) to a found iron pin on the Northwest corner of Lot 6 of Gateway Business Park (P.B. 86, Pg. 4), being located 150.00' right of centerline station 284+57.49;

Thence, on a curve to the left an arc distance of 584.74 feet, a delta of 2° 51'45", on a radius of 11,704.30 feet, whose chord bears, S.40° 03'01"W. a distance of 584.68 feet along the west line of Lot 6 to a set rebar, located 150.00' right of centerline station 278+65.25;

Thence, N.51° 22'51"W. a distance of 300.00 feet across said Interstate to a Set rebar on the West right of Way line of said interstate, located 150.00' left of centerline station 278+65.25;

Thence, on a curve to the left an arc distance of 738.24 feet, a delta of 3° 31'25", on a radius of 12,004.30 feet, whose chord bears, S.36° 51'26"W. a distance of 738.13 feet along said right of way to a set rebar, located 150.00' left of centerline station 271+36.23;

Thence, N.43° 13'22"W. a distance of 360.73 feet through the lands of William H. Mercer, Trust, (Inst. 199706090018163) a set rebar;

Thence, N.76° 53'43"W. a distance of 414.77 feet through said Mercer lands to The point of beginning, passing a set rebar at 394.86 feet;

The above described parcel contains 21.683 acres, more or less, (3.353 acres is encumbered by interstate 71 right of way), and is subject to all legal easements and right of ways. All set rebars are 5/8" x 30" rebars with plastic I.D. caps. North is based upon the North line of a 5.52 acre parcel conveyed to the State of Ohio in Deed Book 2286 page 677, bearing N.84° 59'00"W.

Description was prepared from an actual survey by Bowman Surveying, Stephen M. Bowman, P.S. #7135. September 10, 2001.

Less and excepting the following exhibit "B"

EXHIBIT "B"

LPA RX 853 WL

Page 1 of 3

Rev. 06/09

Ver. Date 10/08/2009

PID 79331

**PARCEL 14-WL
FRA-71-6.09
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
INCLUDING LIMITATION OF ACCESS
IN THE NAME AND FOR THE USE OF THE
CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO**

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Being a parcel of land lying on the right and left side of the centerline of FRA-71-6.09 and as shown on the Centerline Plat and Right-of-Way Plans recorded 12/12/2009, in Plat Book 12, Page 94-97, Recorder's Office, Franklin County, Ohio:

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Survey Number 1434 of the Virginia Military District, being a part of the tract conveyed to Joyce Mercer, Trustee of the Joyce Mercer Declaration of Trust dated June 3, 1997 of record in Instrument Number 199706090018164 and William H. Mercer, Trustee of the William H. Mercer Declaration of Trust dated June 3, 1997 of record in Instrument Number 199706090018163, and described as follows:

Beginning at a 3/4 inch pipe with a 7385 cap found marking the northwest corner of Lot 6 as shown on Gateway Business Park of record in Plat Book 86, Page 4 conveyed to Crossroads Ohio LLC of record in Instrument Number 200512160265086, in the easterly limited access right-of-way line of Interstate 71 as shown on the Right-of-Way plans FRA-62-2.12 on file at the Ohio Department of Transportation, the northeast corner of Parcel No. 22-LA, a perpetual highway easement conveyed to the State of Ohio of record in Deed Book 2095, Page 231, the southeast corner of Parcel No. 23-LA, a perpetual highway easement conveyed to the State of Ohio of record in Deed Book 2095, Page 284, in the south line of the 22.766 acre tract conveyed to Mara Enterprises, Inc. of record in Deed Book 3190, Page 127, and at a northeast corner of said Mercer tract, located 150.00 feet right of centerline station 284+63.65 for Interstate 71:

EXHIBIT A

LPA RX 853 WL

Page 2 of 3

Rev. 06/09

thence with the west line of said Lot 6, a easterly line of said Mercer tract, said easterly limited access right-of-way line, and the easterly line of said Parcel No. 22-LA, with the arc of a curve to the left, having a central angle of 02 degrees 53 minutes 32 seconds, a radius of 11704.30 feet, an arc length of 590.82 feet, a chord bearing and distance of South 36 degrees 40 minutes 45 seconds West, 590.76 feet, to an iron pin set at a corner common to said Mercer tract and the 21.369 acre tract conveyed to RICHARD H. MCCALL of record in Instrument Numbers 200712030207795 and 200712030207796, located 150.00 feet right of centerline station 278+65.25 for Interstate 71;

thence North 54 degrees 46 minutes 01 seconds West, a distance of 300.00 feet, across the limited access right-of-way of Interstate 71 and Parcel No. 22-LA with a line common to said 21.369 acre tract and said Mercer tract, to a common corner thereof, the westerly limited access right-of-way line of Interstate 71, and the westerly line of said Parcel No. 22-LA, located 150.00 feet left of centerline station 278+65.25 for Interstate 71;

thence with an easterly line of said Mercer tract, a westerly line of said 21.369 acre tract, said westerly limited access right-of-way line, and the westerly line of said Parcel No. 22-LA, with the arc of a curve to the left, having a central angle of 03 degrees 31 minutes 25 seconds, a radius of 12004.30 feet, an arc length of 738.25 feet, a chord bearing and distance of South 33 degrees 28 minutes 17 seconds West, 738.13 feet to a corner common to said Mercer tract and said 21.369 acre tract, located 150.00 feet left of centerline station 271+36.23 for Interstate 71;

thence North 46 degrees 33 minutes 59 seconds West, a distance of 20.43 feet, with a line common to said Mercer tract and said 21.369 acre tract, to an iron pin set, located 170.00 feet left of centerline station 271+40.32 for Interstate 71;

thence across said Mercer tract with the proposed westerly limited access right-of-way line for Interstate 71, the following courses:

with the arc of a curve to the right, having a central angle of 01 degrees 44 minutes 18 seconds, a radius of 12024.30 feet, an arc length of 364.84 feet, a chord bearing and distance of North 32 degrees 35 minutes 55 seconds East, 364.82 feet to an iron pin set, located 170.00 feet left of centerline station 275+00.00 for Interstate 71;

North 36 degrees 31 minutes 55 seconds East, a distance of 101.54 feet to an iron pin set, located 165.00 feet left of centerline station 276+00.00 for Interstate 71;

with the arc of a curve to the right, having a central angle of 03 degrees 06 minutes 26 seconds, a radius of 12019.30 feet, an arc length of 651.82 feet, a chord bearing and distance of North 35 degrees 30 minutes 17 seconds East, 651.74 feet to an iron pin set in the north line of said Mercer tract and the south line of the 51.058 acre tract conveyed to Haughn Road Properties,

EXHIBIT A

Page 3 of 3
Rev. 06/09

LPA RX 853 WL

LLC of record in Instrument Number 200211250300574, located 165.00 feet left of centerline station 282+42.87 for Interstate 71;

thence South 87 degrees 27 minutes 04 seconds East, a distance of 384.73 feet, with said north line, said south line, and the south line of said 22.766 acre tract, to the *Point of Beginning*, containing 3.820 acre, more or less, of which 3.385 acres are in the present roadway occupied, from Auditor's Parcel Number 160-003068.

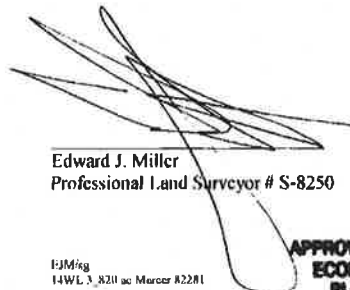
All references are to the records of the Recorder's Office, Franklin County, Ohio, unless otherwise noted.

Iron pins set, as shown on said Right-of-Way plans, in the above description are 3/4 inch steel rod, thirty (30) inches long with a 1 1/2" diameter aluminum cap stamped "ODOT R/W".

All bearings shown are for project use only. Bearings are based on the Ohio Plane Coordinate System, South Zone, per NAD83 (1986 adjustment). Control for bearings was from coordinates of monuments FCGS 5548 and FCGS 5539, having a bearing of North 00 degrees 21 minutes 40 seconds East for a portion of the centerline of Hoover Road, established by the Franklin County Engineering Department.

Description prepared by Edward J. Miller, PS, registered Surveyor No. S-8250, based upon a survey by Evans, Mechwart, Hamblton & Tilton, Inc. as shown on said Centerline Plat and the Right-of-Way plans for FRA-71-6.09, dated 12/22, 2009, a complete set consists of FIFTY-ONE (51) sheets.

0-033 J
ALL OF
(160)
003068


Date: 10/9/09
Edward J. Miller
Professional Land Surveyor # S-8250

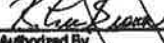


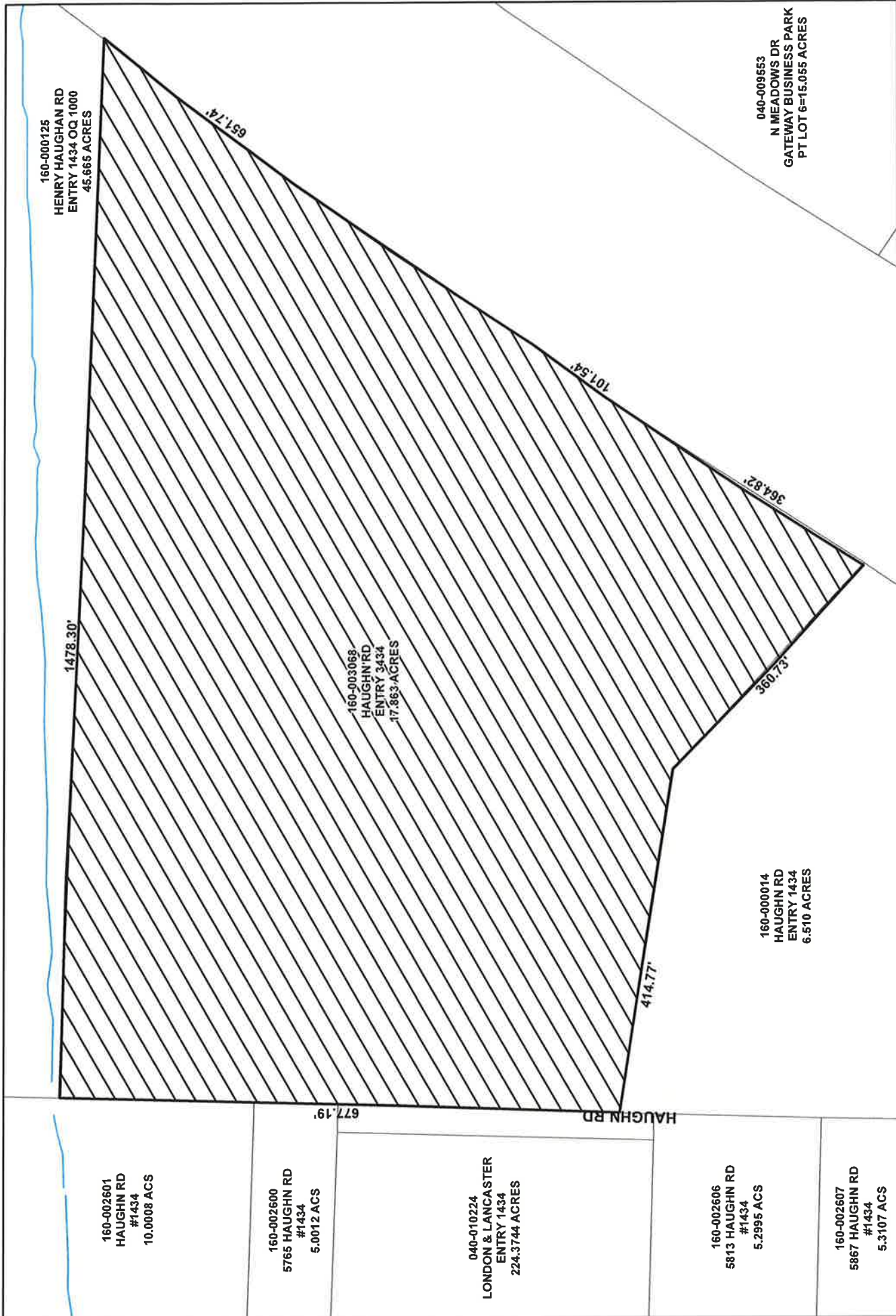
0-033 J
SPLIT
3.820 AC
OUT OF
(160)
003068



FJM/kg
14WLS, 8211 ac Mercer 82281

APPROVED BY FRANKLIN COUNTY
ECONOMIC DEVELOPMENT &
PLANNING DEPARTMENT
NO PLAT REQUIRED

Authorized By: 
Date: 5-21-10
9676-0-28 ROW



WM1 Corporation

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.

Exhibit "2"

(Annexation Petition)



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for Annexation Petition Expedited Type 2 Pursuant to ORC §709.023

2

Property Information

Site Address:

5744 Haughan Rd.

Parcel ID(s):

160-003068-00

Total Acreage:

17.863 per Auditor

From Township:

Jackson

To Municipality:

Grove City

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name: WM 1 Corporation

Address: 2699 Fair Ave

Bexley OH 43209

Phone # 614-231-5505

Fax # 614-231-5518

Email: fwicks@1800topsite.com

Attorney/Authorized Agent Information

Name: Donal Plank, Plank Law Firm, LPA

Address: Plank Law Firm, LPA, 411 East Town Street, Floor 2, Columbus,
Ohio 43215

Phone # (614) 947-8600

Fax # (614) 228-1790

Email: dtp@planklaw.com

Petitioners Signature

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Property Owner *Floyd E. Wicks*
pres. WM 1 Corporation

8-17-2021

Date

Property Owner

Date

Attorney or Authorized Agent

Date

Attorney or Authorized Agent

Date

Staff Use Only

Case # ANX-

Hearing Date:

Date Filed:

Fee Paid:

Receipt #:

Received By:

Notification Deadline (5 days):

Svc Statement Deadline (20 days):

Document Submission

The following documents must accompany this application on letter-sized 8 1/2" x 11" paper:

- ☐ Legal description of the property
- ☐ Fee Payment (checks only)
- ☐ Map/plot of property
- ☐ List of adjacent properties

Exhibit A

Property Owner

Names: WM1 Corporation (Floyd Wicks)
Address: 2699 Fair Avenue, Columbus, Ohio 43209
Phone 614-231-5505
Number: Fax
Number:
Email: fwicks@1800topsite.com

Adjacent Property Owners		
Parcel to Be Annexed	Adjacent Properties	Owner & Mailing Addresses
160-003068 (Haughn Road)	040-009553 5701 N Meadows Drive	SREIT 5701 North Meadows Drive LLC 1601 Washington Avenue, STE 800 Miami Beach, FL 33139
	040-015419 5775 N Meadows Drive	Trivium Grove City LLC 210 N Lazelle Street Columbus, OH 43215
	160-000014 5928 Haughn Road	Richard H McCall 5928 Haughn Road Grove City, OH 43123
	040-010224 London-Groveport Road	Solid Waste Authority of Central Ohio 6220 Young Road Grove City, OH 43220
	160-002600 5769 Haughn Road	Boetcher Brothers Fams LLC 3510 Little Creek Road Frankfort, OH 45628
	160-002601 5765 Haughn Road	Boetcher Brothers Fams LLC 3510 Little Creek Road Frankfort, OH 45628

**PRE-ANNEXATION AGREEMENT
CITY OF GROVE CITY OHIO**

This Annexation Agreement (the "Agreement") is made and entered into this ____ day of _____ 2021 (the "Effective Date"), by and between The City of Grove City, Ohio (the "City"), and Roberta Bausch, Allen Bausch, and William Wilkins (collectively, the "Property Owner").

I. BACKGROUND

A. Property Owner is the owner of property consisting of approximately one hundred and one and one-fourth (101.25) acres of land located in Jackson Township in Franklin County, Ohio, the legal description of which is attached hereto as Exhibit "1" (the "Property"). The Property is contiguous to the municipal boundary of the City.

B. The City desires that the Property be annexed into the City of Grove City in order for the City to expand its territory and to preserve and expand its future tax base for the benefit of its citizens.

C. The Property Owner desires that the Property be annexed into the City of Grove City in order to, among other reasons, obtain the benefits to the Property set forth in this Agreement.

D. Subject to the terms and conditions set forth herein, the Property Owner is willing to annex, and the City is willing to accept, the Property into the City of Grove City.

II. TERMS AND CONDITIONS

A. Background. The above Background is incorporated into the Terms and Conditions as if fully written herein.

B. Annexation Petition. The Property Owner shall sign the annexation petition attached hereto as Exhibit "2" (the "Petition") for the purpose of seeking annexation of the Property into the City. Property Owner shall cause the Petition to be filed with the Franklin County Commissioners. All costs and expenses in petitioning for the annexation and annexing the Property to the City will be borne by the City.

Once this Agreement is signed by Property Owner and the City, Property Owner agrees that it will not remove its name from the Petition and will continue to support the annexation to the City throughout the entire annexation process, including any appeal or court action, provided, however, Property Owner's continued cooperation in the annexation of the Property shall be subject to and conditioned upon the City's performance of its duties and obligations as memorialized in the Agreement, and provided that annexation and inclusion in the "CRA" (defined in Section II.E.1. below) shall occur within the Term, as defined below. Property Owner and City will provide statutorily required affidavits for presentation to the Franklin County Board of County Commissioners in support of annexation of the Property and, if

necessary, the City, and/or its respective agents or assigns, will testify regarding the merits of the annexation at a hearing held before the Franklin County Board of Commissioners or subsequent court hearings.

C. Service Resolution. Pursuant to R.C. Section 709.03(D), the City agrees to enact the appropriate City Service Resolution stating the municipal services that can be provided to the Property.

D. Zoning. Subject to Section II(H) below, upon the annexation of the Property to the City, the City shall rezone the Property to the R-A Rural (Agricultural) Zoning District pursuant to City Code Section 1139.05(a) (the "R-A Zoning District"). The R-A Zoning District permits Property Owner to continue farming operations on the Property as a permitted use within the City of Grove City, and the Property shall remain in the R-A Zoning District, also known as the Rural District (under City Code Section 1135.16), until the Property Owner rezones the Property to a different classification.

E. Community Reinvestment Area and New Community Authority.

1. Community Reinvestment Area. The City agrees to expand the existing pre-1994 Community Reinvestment Area (the "CRA") to include the Property. Subject to Section II(E)(2) below, the inclusion of the Property into the CRA will make the Property eligible for a 100%, 15-year real property tax exemption for new construction on the Property.
2. New Community Authority. Property Owner acknowledges that the expansion of the CRA will include multiple properties, including the Property. Property Owner agrees to petition, after the successful expansion of the CRA, along with other property owners, for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") for the purpose of causing property owners within the expanded CRA area to pay a community development charge equal to the following percentages of the real estate taxes that would have been due but for the tax abatement created by the CRA:
 - i. For industrial uses, property owner shall pay an NCA charge of fifteen percent (15%).
 - ii. For office uses, property owner shall pay an NCA charge of 50 percent (50%).
 - iii. For all other uses, property owner shall pay an NCA charge of one hundred percent (100%), unless otherwise agreed by the City.

The proceeds of the NCA charge will be paid to the Community Authority that will use the funds for the benefit of the CRA expanded area. The net affect of the NCA charge is that the properties within the CRA expanded area, including the Property, will receive an effective eighty-five percent (85%) tax abatement for industrial uses and a fifty percent (50%) tax abatement for

office uses on the increased valuation of the Property attributable to new construction. So long as the Property is zoned and used for agricultural purposes, the Property Owner will not be charged the NCA charge.

F. Use of Property. The City acknowledges that Property Owner intends to continue to use a portion of the Property for agricultural purposes (as described in Section II(F)(1) below) for the foreseeable future. For that reason, and in consideration of Property Owner agreeing to annex the Property to the City, the City agrees that so long as the Property, or any portion thereof, is used for agricultural purposes, in addition to rezoning the Property pursuant to Section II(D) above, to the following:

1. Income Tax. The City agrees to enter into an economic development grant with the Property Owner to make a grant to the Property Owner, any share cropper, or any lessee of the Property, payable from non-tax revenues of the City, in an amount equal to any City income taxes paid on any income derived from agricultural activities, to include the growing of crops on the Property, timber extraction, and similar pasturage, horticulture, viticulture, animal and poultry husbandry, falling within City Code Section 1135.16 (acknowledging that such activities cannot create unsanitary conditions, health or safety hazard or offensive noise and odors). The annual grant payments shall be made by the City no later than the date which is sixty (60) days after the date in which the income tax remittance is received by the City from the Regional Income Tax Agency ("RITA"), and all tax returns and submissions for a given tax year have been finalized.
2. Utilities. The City shall not require Property Owner to extend utilities to the Property nor will the City impose any special assessments or other charges on the Property, unless otherwise agreed to by Property Owner.
3. Improvements. The City shall not require any involuntary physical improvements to the Property.

G. Detachment Upon Default; Outside Date and Right of Termination. If the City defaults on the terms and conditions set forth in Section II(D), Section II(E)(1), and/or (if prior to the full and final completion of those items under Section II(D) and Section II(E)(1)), Section II(F) of this Agreement (the "City's Default"), the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City. Furthermore, in the event of a City Default, the City shall consent to and not oppose the Property Owner's petition to detach the Property from the City and shall take all actions provided by law to cause the detachment of the Property, solely at the City's expense.

Furthermore, if the actions contemplated under Section II(D) and Section II(E)(1) cannot be achieved on or before nine (9) months after the filing of the Petition (the "Term"), then with written notice to the City, Property Owner may unilaterally either extend the Term or terminate the Agreement. In the event Property Owner elects to terminate the Agreement such

termination shall be effective thirty (30) days after the date of such notice. Upon such notice, and the termination as aforesaid, the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City, so long as such detachment is commenced within ninety (90) days of the termination of this Agreement.

H. Condition Precedent. Property Owner and the City acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the City Council and shall take effect upon such approval and execution. Property Owner and the City also acknowledge that any action on an annexation, zoning, rezoning, and expansion of the CRA, must be finally approved by the City Council to become effective.

I. Miscellaneous.

1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.
2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impractically, and/or acts of God.
3. Remedies. Except as otherwise limited by ORC Chapter 2744 as to action for or against the City, and in addition to Property Owner's remedy set forth in Section II(G), the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.
4. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City. This Section II(I)(4) does not limit the City's review and approval for subdividing or splitting parcels of land from a larger tract.
5. Addresses for Notices. Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent by national courier service or certified/registered U.S. Mail, to all parties of this Agreement, or such other method as mutually agreeable:

If to Property Owner: Roberta Bausch, Allen Bausch, William Wilkins
3439 Independence Street
Grove City, Ohio 43123
Phone: (614) 875-3045 (Allen)
E-mail: cbausch@columbus.rr.com (Allen)

with a copy to: Joshua D. DiYanni
Bailey Cavalieri LLC
10 W. Broad St., Suite 2100
Columbus, Ohio 43215
Phone: (614) 229-3270
jdiyanni@baileycav.com

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

6. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
7. Entire Agreement Merger Clause; Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.
9. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.
12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

Roberta
Roberta Bausch
Robert Bausch

Date: 3-19-21

Allen Bausch

Date: _____

William Wilkins

Date: _____

Approved as to Form:

Stephen J. Smith, Law Director

City of Grove City

by: _____

Date: _____

per authority granted by

Ordinance No.: _____

Passed _____, 2021

10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

City of Grove City

Robert Bausch

by: _____

Date: _____

Date: _____


Allen Bausch

per authority granted by

Ordinance No.: _____

Passed _____, 2021

Date: 3-19-2021

William Wilkins

Date: _____

Approved as to Form:

Stephen J. Smith, Law Director

12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

by: William Wilkins

Date: 3/19/2021

Approved as to Form:

Stephen J. Smith, Law Director

City of Grove City

by: _____

Date: _____

per authority granted by

Ordinance No.: _____

Passed _____, 2021.

Exhibit "1"

(Legal Description of Land to be Annexed)



ANNEXATION
PLAT & DESCRIPTION
FILED WITH
CORRESPONDING RECORD & INDEX, P.S.
FRANKLIN COUNTY ENGINEER
BY FAR/LH Date 7/1/2021

**PROPOSED ANNEXATION
102.86± ACRES**

FROM: TOWNSHIP OF JACKSON

TO: CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Township of Jackson, located in Virginia Military District Survey Number 6115, being all of that 50.625 acre conveyed as Parcel II and that 50.624 acre tract conveyed as Parcel II to Allen E. Bausch and William Wilkins by deeds of record in Instrument Number 201112130162048 and Instrument Number 201112130162049 and to Roberta J. Bausch by deed of record in Instrument Number 201302260031970, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being described as follows:

BEGINNING in the westerly right-of-way line Hoover Road (50 feet wide), in the line common to said 50.624 acre tract and that 8.44 acre tract conveyed to John Hartig and Rosina Hartig by deeds of record in Deed Book 3157, Page 482 and Instrument Number 201905140056343;

Thence westerly, with the southerly line of said 50.624 acre tract, the northerly line of said 8.44 acre tract and that 26.832 acre tract conveyed to John Hartig and Rosina Hartig by deeds of record in Deed Book 3157, Page 482 and Instrument Number 201905140056343, a distance of approximately 2567 feet to a point in the easterly line of that 81.635 acre tract conveyed to Zuber Crossing LLC by deed of record in Instrument Number 200404270094235, being in the existing City of Grove City Corporation established by Ordinance Number C-51-98, of record in Instrument Number 199808140206906;

Thence northerly, with the westerly line of said 50.624 acre, 50.625 acre tracts the easterly line of said 81.635 acre tract and that 14.280 acre tract conveyed as Parcel 2 and 42.269 acre tract conveyed as Parcel 1 to MW 6524 Seeds Road LLC by deed of record in Instrument Number 201802090018755, with said existing Corporation line (C-51-98) and that existing Corporation line established by Ordinance Number C-7-91, of record in Official Record 16503G20, a distance of approximately 1767 feet to a point at the common corner of said 5.625 acre tract, said 42.269 acre tract, that 68.042 acre tract conveyed to Fedex Ground Package System, Inc. by deeds of record in Official Record 11996C14 and Instrument Number 201804040043933, and that 26.225 acre tract conveyed to FedEx Ground Package System, Inc. by deed of record in Instrument Number 200409200218323, being the intersection of said existing Corporation line (C-7-91), the existing Corporation line established by C-16-75, of record in Miscellaneous Record 164, Page 545, and the existing Corporation line established by C-36-93, of record in Official Record 22652C16;

Thence easterly, with the northerly line of said 50.625 acre tract, the southerly line of said 26.225 acre tract and that 17.550 acre tract conveyed as Parcel 2 and that 0.861 acre tract conveyed as Parcel 1 to MW Hoover RD., LLC by deed of record in Instrument Number 202010210164403, partially with said existing Corporation line (C-36-93), a distance of approximately 2535 feet to a point in said westerly right-of-way line;

Thence southerly, with said westerly right-of-way line, across said 50.625 acre, 50.624 acre tracts, a distance of approximately 1746 feet to the POINT OF BEGINNING, containing 102.86 acres, more or less.

The total perimeter of the annexation area is 8615 feet, of which 3107 feet is contiguous with the City of Grove City by Ordinance Number C-7-91, Ordinance Number C-36-93 and Ordinance Number C-51-98, giving 36.1% perimeter contiguity.

This description is for annexation purposes only and is not to be used for transfer.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King

Heather L. King
Professional Surveyor No. 8307

6/30/21

Date

PROPOSED ANNEXATION OF 102.86± ACRES FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 6115
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

RECEIVED
JUL 6 2021
Franklin County Engineer
Orrin H. Johnson, Jr., F.S.

ANNEXATION
PLAN & DESCRIPTION
COUNCIL ADOPTABLE
FRANKLIN COUNTY ENGINEER
By Robert J. Bausch Date 7/1/2021



PROPOSED CITY OF GROVE CITY CORPORATION LINE
EXISTING CITY OF GROVE CITY CORPORATION LINE

Certification Note:
This plat represents a true and correct copy of the original plat as filed in the Office of the County Engineer, Franklin County, Ohio, and is subject to the provisions of Ordinance Number C-51498, which provides for the recording of plats.

Note:
This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.



EMHIT	
Date: June 23, 2021	Scale: 1" = 120'
Job No: 2021-0559	Sheet: 1 of 1
Prepared by: Robert J. Bausch Checked by: Robert J. Bausch Drawn by: Robert J. Bausch Title: Surveyor License No: 13977	



Exhibit "2"

(Annexation Petition)



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for Annexation Petition Expedited Type 2

Pursuant to ORC §709.023

Property Information

Site Address:

Parcel ID(s):

160-000119 and 160-000163

Total Acreage:

From Township:

Jackson Township

To Municipality:

Grove City

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name: See Attached Exhibit A

Address:

Phone #

Fax #

Email:

Attorney/Authorized Agent Information

Name: Donal Plank, Plank Law Firm, LPA

Address: Plank Law Firm, LPA, 411 East Town Street, Floor 2, Columbus,
Ohio 43215

Phone # (614) 947-8600

Fax # (614) 228-1790

Email: dtp@planklaw.com

Petitioners Signature

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Property Owner

Date

Property Owner

Date

Attorney or Authorized Agent

Date

Attorney or Authorized Agent

Date

Staff Use Only

Case # ANX-

Hearing Date:

Date Filed:

Fee Paid:

Receipt #:

Received By:

Notification Deadline (5 days):

Svc Statement Deadline (20 days):

Document Submission

The following documents must accompany this application on letter-sized 8 1/2" x 11" paper:

- ☐ Legal description of the property
- ☐ Fee Payment (checks only)
- ☐ Map/plat of property
- ☐ List of adjacent properties



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for Annexation Petition Expedited Type 2 Pursuant to ORC §709.023

Property Information

Site Address:

Parcel ID(s):

160-000119 and 160-000163

Total Acreage:

From Township:

Jackson Township

To Municipality:

Grove City

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name: See Attached Exhibit A

Address:

Phone #

Fax #

Email:

Attorney/Authorized Agent Information

Name: Donal Plank, Plank Law Firm, LPA

Address: Plank Law Firm, LPA, 411 East Town Street, Floor 2, Columbus,
Ohio 43215

Phone # (614) 947-8600

Fax # (614) 228-1790

Email: dtp@planklaw.com

Petitioners Signature

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Allen E. Bausch

Property Owner

5-28-2021

Date

Property Owner

Date

Donal Plank

Attorney or Authorized Agent

6/2/2021

Date

Attorney or Authorized Agent

Date

Staff Use Only

Case # ANX-

Hearing Date:

Date Filed:

Fee Paid:

Receipt #:

Received By:

Notification Deadline (5 days):

Svc Statement Deadline (20 days):

Document Submission

The following documents must accompany this application on letter-sized 8 1/2" x 11" paper:

- ☐ Legal description of the property
- ☐ Fee Payment (checks only)
- ☐ Map/plot of property
- ☐ List of adjacent properties



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for

Annexation Petition

Expedited Type 2

Revised 11-15-2014

Property Information

Site Address:

Parcel ID(s):

160-000119 and 160-000163

Total Acreage:

From Township:

Jackson Township

To Municipality:

Grove City

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name: See Attached Exhibit A

Address:

Phone #

Fax #

Email:

Attorney/Authorized Agent Information

Name: Donal Plank, Plank Law Firm, LPA

Address: Plank Law Firm, LPA, 411 East Town Street, Floor 2, Columbus,
Ohio 43215

Phone # (614) 947-8600

Fax # (614) 228-1790

Email: dtp@planklaw.com

Staff Use Only

Case # ANX-

Hearing Date:

Date Filed:

Fee Paid:

Receipt #:

Received By:

Notification Deadline (5 days):

Svc Statement Deadline (20 days):

Document Submission

The following documents must
accompany this application on letter-sized
8 1/2" x 11" paper:

- ☐ Legal description of the property
- ☐ Fee Payment (checks only)
- ☐ Map/plat of property
- ☐ List of adjacent properties

Petitioners Signature

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Roberta Bausch
Property Owner

5/27/21
Date

Property Owner
Date

[Signature]
Attorney or Authorized Agent

6/2/2021
Date

Attorney or Authorized Agent
Date

Exhibit A

Property Owner Information

Property Owner: Roberta Bausch
2220 Ravine Woods Drive
Grove City, Ohio 43123
(614) 875-1739
rbausch@sbcglobal.net

Property Owner: Allen Bausch
3439 Independence Drive
Grove City, Ohio 43123
(614) 8753045
cbausch@columbus.rr.com

Property Owner: William Wilkins
1288 Powell Avenue
Salem, Ohio 44460
(330) 332-2149
wmwilkins@att.net

Adjacent Property Owners		
Parcel to Be Annexed	Adjacent Properties	Owner & Mailing Addresses
160-000119 (Hoover Road)	160-000180 Hoover Road	George, John, & Rosina Hartig 2324 Zuber Road Orient, OH 43146
	160-000827 London-Groveport Road	MW Hoover LLC 2550 Brixton Road Columbus, OH 43221
	160-000401 6399 Hoover Road	MW Hoover Rd LLC 5350 Riverside Drive Columbus, OH 43220
	160-000113 Hoover Road	MW Hoover Rd LLC 5350 Riverside Drive Columbus, OH 43220
	040-012615 London-Groveport Road	FedEx Ground Package System Inc 1000 FedEx Drive Coraopolis, PA 15108
	040-004964 6120 S Meadows Drive	FedEx Ground Package System Inc 1000 FedEx Drive Coraopolis, PA 15108
	040-007497 Seeds Road	MW 6524 Seeds Rd LLC 2550 Brixton Road Columbus, OH 43221
	040-007499 6524 Seeds Road	MW 6524 Seeds Rd LLC 2550 Brixton Road Columbus, OH 43221
	040-010035 6588 Seeds Road	Zuber Crossing LLC 5060 Parkcenter Avenue Dublin, OH 43017
	160-000163 Hoover Road	Roberta J Bausch 6348 Moundview Place Grove City, OH 43123
160-000163 (Hoover Road)	160-000670 2324 Zuber Road	George & Janet L Hartig 2324 Zuber Road Orient, OH 43146
	160-000180 Hoover Road	George, John, & Rosina Hartig 2324 Zuber Road Orient, OH 43146
	160-000119 Hoover Road	Roberta J Bausch, Allen E Bausch, & William Wilkins 6348 Moundview Place Grove City, OH 43123
	040-007499 6524 Seeds Road	MW 6524 Seeds Rd LLC 2550 Brixton Road Columbus, OH 43221
	040-010035 6588 Seeds Road	Zuber Crossing LLC 5060 Parkcenter Avenue Dublin, OH 43017
	160-000669 2510 Zuber Road	John & Rosina Hartig 2510 Zuber Road Grove City, OH 43123
	160-001798 2510 Zuber Road	John & Rosina Hartig 2510 Zuber Road Grove City, OH 43123

JOSHUA D. DIYANNI
jdiyanni@baileycav.com
614-229-3270

June 7, 2021

Kyle A. Rauch, AICP, EDFP
Development Director
City of Grove City
4035 Broadway
Grove City, Ohio 43123

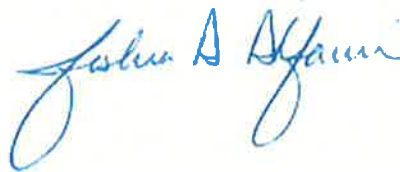
Re: **Annexation Petition for Parcel Nos. 160-000119 and 160-000163**

Dear Mr. Rauch:

Please find attached the original signed Annexation Petitions for Parcel Nos. 160-000119 and 160-000163.

Please let me know if you have any questions or require any additional information.

Sincerely,



Joshua D. DiYanni

JDD/asr
Enclosures

**PRE-ANNEXATION AGREEMENT
CITY OF GROVE CITY OHIO**

This Annexation Agreement (the "Agreement") is made and entered into this ____ day of _____ 2020 (the "Effective Date"), by and between The City of Grove City, Ohio (the "City"), and Haughn Road Properties, LLC, an Ohio limited liability company (the "Property Owner").

I. BACKGROUND

A. Property Owner is the owner of property consisting of approximately forty-five and 66/100 (45.66) acres of land located in Jackson Township in Franklin County, Ohio, the legal description of which is attached hereto as **Exhibit "1"** (the "Property"). The Property is contiguous to the municipal boundary of the City.

B. The City desires that the Property be annexed into the City of Grove City in order for the City to expand its territory and to preserve and expand its future tax base for the benefit of its citizens.

C. The Property Owner desires that the Property be annexed into the City of Grove City in order to, among other reasons, obtain the benefits to the Property set forth in this Agreement.

D. Subject to the terms and conditions set forth herein, the Property Owner is willing to annex, and the City is willing to accept, the Property into the City of Grove City.

II. TERMS AND CONDITIONS

A. **Background.** The above Background is incorporated into the Terms and Conditions as if fully written herein.

B. **Annexation Petition.** The Property Owner shall sign the annexation petition attached hereto as **Exhibit "2"** (the "Petition") for the purpose of seeking annexation of the Property into the City. Property Owner shall cause the Petition to be filed with the Franklin County Commissioners. All costs and expenses in petitioning for the annexation and annexing the Property to the City will be borne by the City.

Once this Agreement is signed by Property Owner and the City, Property Owner agrees that it will not remove its name from the Petition and will continue to support the annexation to the City throughout the entire annexation process, including any appeal or court action, provided, however, Property Owner's continued cooperation in the annexation of the Property shall be subject to and conditioned upon the City's performance of its duties and obligations as memorialized in the Agreement, and provided that annexation and inclusion in the "CRA" (defined in Section II.E.1. below) shall occur within the Term, as defined below. Property Owner and City will provide statutorily required affidavits for presentation to the Franklin County Board of County Commissioners in support of annexation of the Property and, if

necessary, the City, and/or its respective agents or assigns, will testify regarding the merits of the annexation at a hearing held before the Franklin County Board of Commissioners or subsequent court hearings.

C. Service Resolution. Pursuant to R.C. Section 709.03(D), the City agrees to enact the appropriate City Service Resolution stating the municipal services that can be provided to the Property.

D. Zoning. Subject to Section II(H) below, upon the annexation of the Property to the City, the City shall rezone the Property to the R-A Rural (Agricultural) Zoning District pursuant to City Code Section 1139.05(a) (the "R-A Zoning District"). The R-A Zoning District permits Property Owner to continue farming operations on the Property as a permitted use within the City of Grove City, and the Property shall remain in the R-A Zoning District, also known as the Rural District (under City Code Section 1135.16), until the Property Owner rezones the Property to a different classification.

E. Community Reinvestment Area and New Community Authority.

1. Community Reinvestment Area. The City agrees to expand the existing pre-1994 Community Reinvestment Area (the "CRA") to include the Property. Subject to Section II(E)(2) below, the inclusion of the Property into the CRA will make the Property eligible for a 100%, 15-year real property tax exemption for new construction on the Property.
2. New Community Authority. Property Owner acknowledges that the expansion of the CRA will include multiple properties, including the Property. Property Owner agrees to petition, after the successful expansion of the CRA, along with other property owners, for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") for the purpose of causing property owners within the expanded CRA area to pay a community development charge equal to the following percentages of the real estate taxes that would have been due but for the tax abatement created by the CRA:
 - i. For industrial uses, property owner shall pay an NCA charge of fifteen percent (15%).
 - ii. For office uses, property owner shall pay an NCA charge of 50 percent (50%).
 - iii. For all other uses, property owner shall pay an NCA charge of one hundred percent (100%), unless otherwise agreed by the City.

The proceeds of the NCA charge will be paid to the Community Authority that will use the funds for the benefit of the CRA expanded area. The net affect of the NCA charge is that the properties within the CRA expanded area, including the Property, will receive an effective eighty-five percent (85%) tax abatement for industrial uses and a fifty percent (50%) tax

abatement for office uses on the increased valuation of the Property attributable to new construction. So long as the Property is zoned and used for agricultural purposes, the Property Owner will not be charged the NCA charge.

F. Use of Property. The City acknowledges that Property Owner intends to continue to use a portion of the Property for agricultural purposes (as described in Section II(F)(1) below) for the foreseeable future. For that reason, and in consideration of Property Owner agreeing to annex the Property to the City, the City agrees that so long as the Property, or any portion thereof, is used for agricultural purposes, in addition to rezoning the Property pursuant to Section II(D) above, to the following:

1. Income Tax. The City agrees to enter into an economic development grant with the Property Owner to make a grant to the Property Owner, any share cropper, or any lessee of the Property, payable from non-tax revenues of the City, in an amount equal to any City income taxes paid on any income derived from agricultural activities, to include the growing of crops on the Property, timber extraction, and similar pasturage, horticulture, viticulture, animal and poultry husbandry, falling within City Code Section 1135.16 (acknowledging that such activities cannot create unsanitary conditions, health or safety hazard or offensive noise and odors). The annual grant payments shall be made by the City no later than the date which is sixty (60) days after the date in which the income tax remittance is received by the City from the Regional Income Tax Agency ("RITA"), and all tax returns and submissions for a given tax year have been finalized.
2. Utilities. The City shall not require Property Owner to extend utilities to the Property nor will the City impose any special assessments or other charges on the Property, unless otherwise agreed to by Property Owner.
3. Improvements. The City shall not require any involuntary physical improvements to the Property.

G. Detachment Upon Default; Outside Date and Right of Termination. If the City defaults on the terms and conditions set forth in Section II(D), Section II(E)(1), and/or (if prior to the full and final completion of those items under Section II(D) and Section II(E)(1)), Section II(F) of this Agreement (the "City's Default"), the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City. Furthermore, in the event of a City Default, the City shall consent to and not oppose the Property Owner's petition to detach the Property from the City and shall take all actions provided by law to cause the detachment of the Property, solely at the City's expense.

Furthermore, if the actions contemplated under Section II(D) and Section II(E)(1) cannot be achieved on or before nine (9) months after the filing of the Petition (the "Term"), then with written notice to the City, Property Owner may unilaterally either extend the Term or terminate the Agreement. In the event Property Owner elects to terminate the Agreement such

termination shall be effective thirty (30) days after the date of such notice. Upon such notice, and the termination as aforesaid, the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City, so long as such detachment is commenced within ninety (90) days of the termination of this Agreement.

H. Condition Precedent. Property Owner and the City acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the City Council and shall take effect upon such approval and execution. Property Owner and the City also acknowledge that any action on an annexation, zoning, rezoning, and expansion of the CRA, must be finally approved by the City Council to become effective.

I. Miscellaneous.

1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.
2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impractically, and/or acts of God.
3. Remedies. Except as otherwise limited by ORC Chapter 2744 as to action for or against the City, and in addition to Property Owner's remedy set forth in Section II(G), the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.
4. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City. This Section II(I)(4) does not limit the City's review and approval for subdividing or splitting parcels of land from a larger tract.
5. Addresses for Notices. Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent by national courier service or certified/registered U.S. Mail, to all parties of this Agreement, or such other method as mutually agreeable:

If to Property Owner: Haughn Road Properties, LLC
76 Cressingham Lane
Powell, Ohio 43065

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

6. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
7. Entire Agreement Merger Clause; Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.
9. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.
10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.

12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

by: _____

Date: _____

Approved as to Form:

Stephen J. Smith, Law Director

City of Grove City

by: _____

Date: _____

per authority granted by

Ordinance No.: _____

Passed _____, 2020.

Exhibit "1"

LEGAL DESCRIPTION

Situate in the County of Franklin, in the State of Ohio, and in the Township of Jackson and bounded and described as follows:

Situate in the State of Ohio, County of Franklin and in the Township of Jackson and being part of Survey 1434, Virginia Military Lands and being part of that certain 27.47 Acre Tract as conveyed by Henry C. White and Lotta White to William Haughn as the same is shown of record in Deed Book 222, pages 351 and 352 and part of that certain 70.0 Acre Tract as conveyed by William M. Slack to Samuel Haughn and shown of record in Deed Book 629, page 361, Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning at a point in the center line of Haughn Road at the southwesterly corner of the above mentioned 27.47 Acre Tract; thence from said point of beginning N. 2° 30' E. along the center line of Haughn Road and along the westerly line of said 27.47 Acre Tract, a distance of 1081.26 ft. to an iron pin at the northwesterly corner of said tract; thence S. 86° 47' E. along the northerly line of said 27.47 Acre Tract, a distance of 1121.08 ft. to a stone at the northeasterly corner of said tract and in the westerly line of the aforementioned 70.0 Acre Tract; thence N. 4° 01' E. along the westerly line of said 70.0 Acre Tract; a distance of 118.45 ft. to an iron pin at the southwesterly corner of a certain 25.0 Acre Tract off the north end of the aforementioned 70.0 Acre Tract as conveyed to Jonas Borrer by Samuel and Mary Haugh; thence S. 86° 25' E. along the southerly line of said 25.0 Acre Tract, a distance of 1351.04 ft. to the point of intersection of said line with the center line of State Route No. 1 as is currently being constructed; thence with a curve to the left with a radius of 11,854.30 ft. and along the center line of State Route No. 1 as is currently being constructed, the long chord which bears S. 42° 27' 51" W., a distance of 1552.11 ft. to a point in the southerly line of the aforementioned 70.0 Acre Tract; thence N. 86° 20' 20" W. along the southerly line of said 70.0 Acre Tract and along the southerly line of the aforementioned 27.47 Acre Tract and passing an iron pin on line in the easterly right-of-way line of Haughn Road, a distance of 1473.30 ft. to the point of beginning; containing 51.058 Acres of which 5.36 Acres lie within the right-of-way limits of new State Route No. 1; subject to all easements and restrictions shown of record also subject to all legal highways.

Parcel No. 160-125

Also known as 5460 Haughn Road

LESS AND EXCEPTING THEREFROM:

Being a parcel of land lying on the left side of the centerline of FRA-71-6.09 and as shown on the

Centerline Plat and Right-of-Way Plans recorded 12/22/2009, in Plat Book 112, Page 94-97, Recorder's Office, Franklin County, Ohio:

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Survey Number 1434 of the Virginia Military District, being a part of the 51.058 acre tract conveyed to Haughn Road Properties, LLC of record in Instrument Number 200211250300574, and described as follows:

Beginning, for reference, at a 3/4 inch pipe with a 7385 cap found marking the northwest corner of Lot 6 as shown on Gateway Business Park of record in Plat Book 86, Page 4 conveyed to Crossroads Ohio LLC of record in Instrument Number 200512160265086, in the easterly limited access right-of-way line of Interstate 71 as shown on the Right-of-Way plans FRA-62-2.12 on file at the Ohio Department of Transportation, the southeast corner of Parcel No. 23-LA, a perpetual highway easement conveyed to the State of Ohio of record in Deed Book 2095, Page 284, the northeast corner of Parcel No. 22-LA, a perpetual highway easement conveyed to the State of Ohio of record in Deed Book 2095, Page 231, at the northeast corner of the tract conveyed to Joyce Mercer, Trustee of the Joyce Mercer Declaration of Trust dated June 3, 1997 of record in Instrument Number 199706090018164 and William H. Mercer, Trustee of the William H. Mercer Declaration of Trust dated June 3, 1997 of record in Instrument Number 199706090018163, and in the south line of the 22.766 acre tract conveyed to Mara Enterprises, Inc. of record in Deed Book 3190, Page 127, located 150.00 feet right of centerline station 284+63.65 for Interstate 71;

thence North 87 degrees 27 minutes 04 seconds West, a distance of 183.83 feet, with the north line of said Mercer tract, the south line of said 22.766 acre tract, and the south line of said Parcel No. 23-LA, to the southwest corner of said 22.766 acre tract and the southeast corner of said 51.058 acre tract, located at centerline station 283+56.69 for Interstate 71, being the *True Point of Beginning*;

thence North 87 degrees 27 minutes 04 seconds West, a distance of 200.90 feet, with said north line, the south line of said 51.058 acre tract, and partly with the south line of said Parcel No. 23-LA, to an iron pin set, located 165.00 feet left of centerline station 282+42.87 for Interstate 71;

thence across said 51.058 acre tract with the proposed westerly limited access right-of-way line for Interstate 71, the following courses:

with the arc of a curve to the right, having a central angle of 01 degrees 00 minutes 04 seconds, a radius of 12019.30 feet, an arc length of 210.01 feet, a chord bearing and distance of North 37 degrees 33 minutes 32 seconds East, 210.01 feet, to an iron pin set, located 165.00 feet left of centerline station 284+50.00 for Interstate 71;

North 54 degrees 40 minutes 21 seconds East, a distance of 52.84 feet, to an iron pin set in the existing westerly limited access right-of-way line of Interstate 71 and the westerly line of said Parcel No. 23-LA, located 150.00 feet left of centerline station 285+00.00 for Interstate 71;

thence across said 51.058 acre tract with said existing westerly limited access right-of-way line and

the westerly line of said Parcel No. 23-LA, the following courses:

with the arc of a curve to the right, having a central angle of 05 degrees 58 minutes 44 seconds, a radius of 12004.30 feet, an arc length of 1252.65 feet, a chord bearing and distance of North 41 degrees 17 minutes 26 seconds East, 1252.08 feet, (passing 6 inch diameter concrete right-of-way monuments marked "OHD" found at 506.19 and 1012.88 feet, both along the arc of said curve), to an iron pin set, located 150.00 feet left of centerline station 297+37.00 for Interstate 71;

North 40 degrees 37 minutes 29 seconds East, a distance of 32.25 feet, to an iron pin set in the north line of said 51.058 acre tract, the south line of the tract conveyed to The First Baptist Church of Grove City of record in Instrument Number 200212270333608, and a northwest corner of said Parcel No. 23-LA (being South 87 degrees 26 minutes 55 seconds East, 8.22 feet from a 3/4 inch pipe found), located 152.10 feet left of centerline station 297+68.78 for Interstate 71;

thence South 87 degrees 26 minutes 55 seconds East, a distance of 205.36 feet, with said north line, said south line, and the south line of Parcel No. 21A-LA, a perpetual highway easement conveyed to the State of Ohio of record in Case Number 200918 on file at the Clerk of Courts, Franklin County, Ohio, to the centerline of Interstate 71 and a corner common to said 51.058 and 22.766 acre tracts, located at centerline station 299+05.88 for Interstate 71;

thence with said centerline and the line common to said 51.058 and 22.766 acre tracts, with the arc of a curve to the left, having a central angle of 07 degrees 29 minutes 16 seconds, a radius of 11854.30 feet, an arc length of 1549.18 feet, a chord bearing and distance of South 41 degrees 21 minutes 08 seconds West, 1548.08 feet, to the *True Point of Beginning*, containing 5.393 acres, more or less, of which 5.314 acres are in the present roadway occupied, from Auditor's Parcel Number 160-000125.

All references are to the records of the Recorder's Office, Franklin County, Ohio, unless otherwise noted.

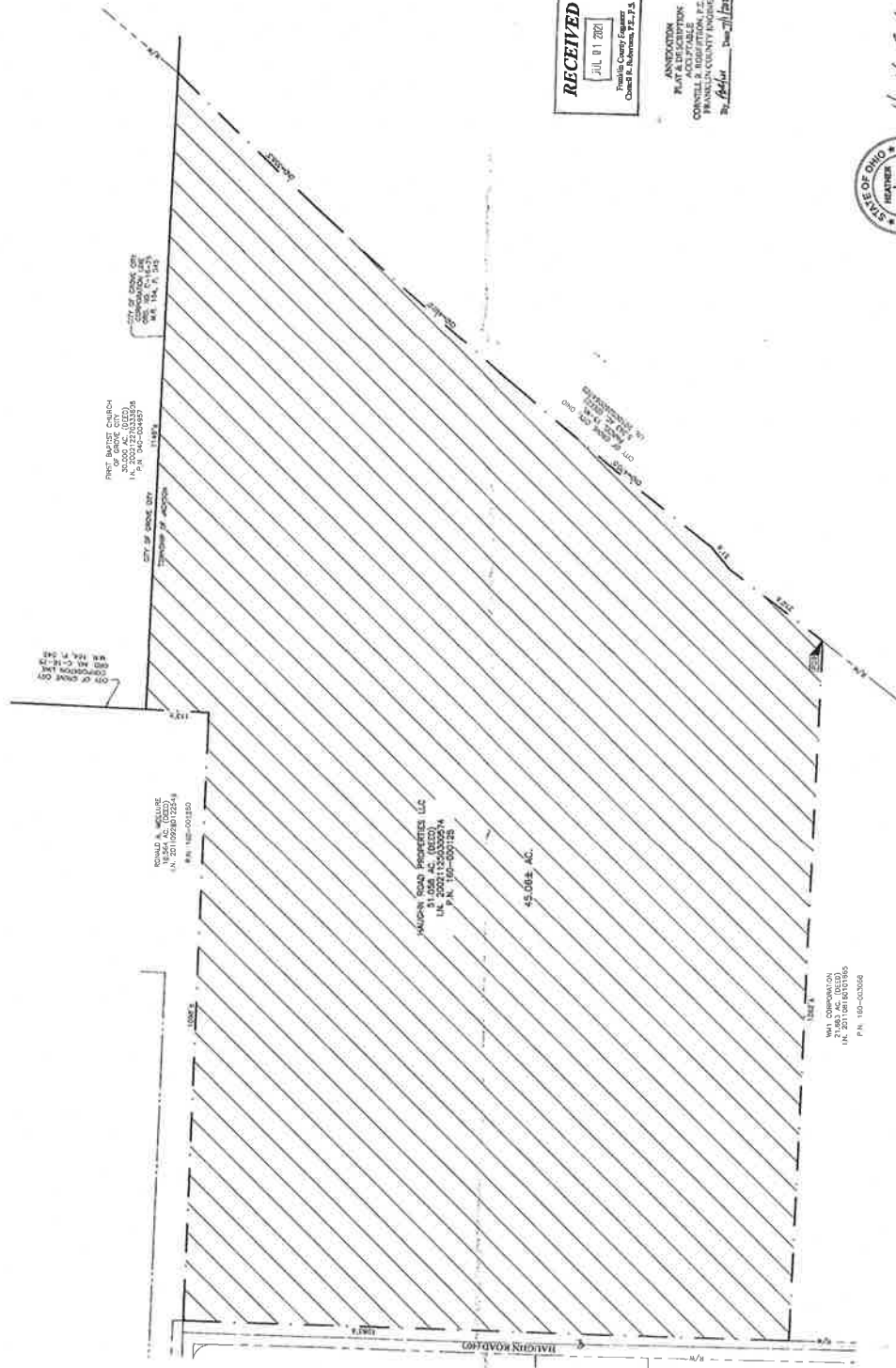
Iron pins set, as shown on said Right-of-Way plans, in the above description are 3/4 inch steel rod, thirty (30) inches long with a 1 1/2" diameter aluminum cap stamped "ODOT R/W".

All bearings shown are for project use only. Bearings are based on the Ohio Plane Coordinate System, South Zone, per NAD83 (1986 adjustment). Control for bearings was from coordinates of monuments FCGS 5548 and FCGS 5539, having a bearing of North 00 degrees 21 minutes 40 seconds East for a portion of the centerline of Hoover Road, established by the Franklin County Engineering Department.

Description prepared by Edward J. Miller, PS, registered Surveyor No. S-8250, based upon a survey by Evans, Mechwart, Hambleton & Tilton, Inc. as shown on said Centerline Plat and the Right-of- Way plans for FRA-71-6.09, dated 12/22, 2009, a complete set consists of fifty-one (51) sheets.

PROPOSED ANNEXATION OF 45.06± ACRES FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1434
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO



RECEIVED
JUL 01 2021
Franklin County Engineer
Office of Planning & Zoning

ANNEXATION
TO JACKSON TOWNSHIP
ACCEPTABLE
COUNCIL & RESOLUTION, P.E. J.L.
FRANKLIN COUNTY ENGINEER
By: *[Signature]* Date: *7/1/21*



[Signature]
Franklin County Engineer
Office of Planning & Zoning

EMHT	
Date: June 23, 2021	Scale: 1" = 100'
Project: 1434	Sheet: 1 of 1
Drawn by: J. L. [Signature]	Reviewed by: J. L. [Signature]
Checked by: J. L. [Signature]	Approved by: J. L. [Signature]

AREA TO BE ANNEXED
FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY
FRANKLIN COUNTY, OHIO
EASTING CITY OF GROVE CITY CORPORATION LINE

Graphic Note:
Total perimeter of annexation area is 6254.8 feet, of which 1149 feet
is coincident with the City of Grove City by Ordinance Number
C-16-75, giving 10.4% perimeter conformity.

Note:
This annexation does not create islands of unincorporated areas
within the limits of the area to be annexed.





Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for Annexation Petition Expedited Type 2

Pursuant to ORC §709.023

2

Property Information

Site Address:

5460 Haughn Road, Grove City, Ohio 43123

Parcel ID(s):

160-000125

Total Acreage:

45.665

From Township:

Jackson Township

To Municipality:

Grove City

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name:

Haughn Road Properties LLC

Address:

76 Cressingham Lane

Powell, Ohio 43065

Phone #

614-537-4475

Fax #

Email:

fallieras1@gmail.com

Staff Use Only

Case # ANX-

Hearing Date:

Date Filed:

Fee Paid:

Receipt #:

Received By:

Notification Deadline (5 days):

Svc Statement Deadline (20 days):

Attorney/Authorized Agent Information

Name:

Donal Plank, Plank Law Firm, LPA

Address:

Plank Law Firm, LPA, 411 East Town Street, Floor 2, Columbus,
Ohio 43215

Phone # (614) 947-8600

Fax # (614) 228-1790

Email:

ntp@planklaw.com

Document Submission

The following documents must
accompany this application on letter-sized
8 1/2" x 11" paper:

- ☐ Legal description of the property
- ☐ Fee Payment (checks only)
- ☐ Map/plot of property
- ☐ List of adjacent properties

Petitioners Signature

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Mary Galluras
Property Owner

Date

5-18-21

Property Owner

Date

Attorney or Authorized Agent

Date

Attorney or Authorized Agent

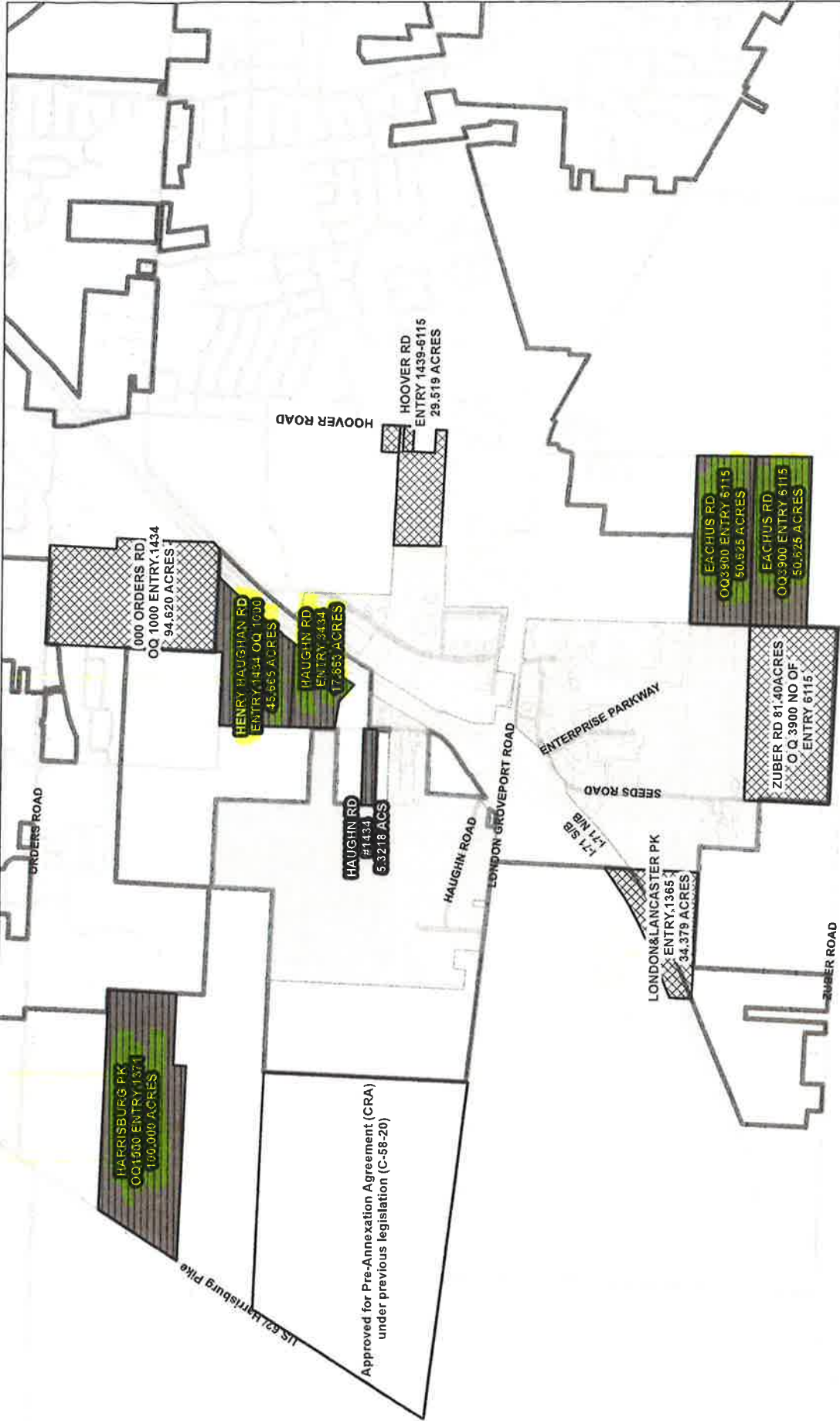
Date

Exhibit A

Property Owner Information

Names: Haughn Road Properties, LLC
Address: 76 Cressingham Lane, Powell, Ohio 43065
Phone Number: (P)614-537-4475
Fax Number:
Email: fallieras1@gmail.com

Adjacent Property Owners		
Parcel to Be Annexed	Adjacent Properties	Owner & Mailing Addresses
160-000125 (5460 Haughn Road)	160-001280 5446 Haughn Road	Ronald A, Camelia A, & Ronald A II McClure 5446 Haughn Road Grove City, OH 43123
	040-004957 3301 Orders Road	First Baptist Church of Grove City 3301 Orders Road Grove City, OH 43123
	040-015730 Mt Carmel Lane	Mount Carmel Health System 6150 E Broad Street Columbus, OH 43213
	040-015824 5500 N Meadows Drive	Mount Carmel Health System 6150 E Broad Street Columbus, OH 43213
	040-015731 N Meadows Drive	Mount Carmel Health System 6150 E Broad Street Columbus, OH 43213
	040-009553 5701 N Meadows Drive	SREIT 5701 North Meadows Drive LLC 1601 Washington Avenue, STE 800 Miami Beach, FL 33139
	160-003068 Haughn Road	VM1 Corporation 2699 Fair Avenue Columbus, OH 43209
	160-002601 5765 Haughn Road	Boetcher Brothers Fams LLC 3510 Little Creek Road Frankfort, OH 45628
	160-002612 5501 Haughn Road	William B Collins & Cynthia L Wing 5501 Haughn Road Grove City, OH 43123
	160-002609 5457 Haughn Road	Cari & Carolyn S Morgan 5457 Haughn Road Grove City, OH 43123



Disclaimer Annexations and Community Reinvestment Area Expansion*

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.

*For Legal Descriptions and Surveys of Properties shown in this exhibit, see Ordinances C-70-21 and C-71-21

Date: 12/13/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-77-21
1st Reading: 12/20/21
Public Notice: 12/21/22
2nd Reading: 02/07/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-77-21

AN ORDINANCE TO ACCEPT THE PLAT OF BEULAH PARK, SUBAREA G

WHEREAS, Beulah Park, Subarea G, a re-subdivision containing portions of lots 32 – 33, and 36; all of lots 30 – 31 and 34 – 35, and apportion of an Alley; portion of lot 21, all of lots 22 – 21, and portions of an Alley; portions of Lot 60, the 8' reserve, all of Lots 81 – 90, a portion of Grant Ave., and Alleys; all of Reserve "A", 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 Beulah Park, Subarea G, 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 10.955 acres of land, more or less. Said 10.955 acres being part of the original 13.148 acre tract and the 0.053 acre tract of land conveyed to BP TH 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.

Christine Houk, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 12/13/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved:
Emergency: 30 Days:
Current Expense:

No.: C-78-21
1st Reading: 12/20/21
Public Notice: 12/21/21
2nd Reading: 02/07/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-78-21

AN ORDINANCE TO AMEND THE ZONING TEXT FOR TRAILVIEW RUN & TREETOPS AT TRAILVIEW RUN LOCATED AT 1419 BORROR ROAD AS ADOPTED BY ORD. C-28-18

WHEREAS, on June 18, 2018, Council approved a Rezoning request for 1419 & 1399 Borrer Road that included a Zoning Text; and

WHEREAS, on December 07, 2021, the Planning Commission recommended approval of amendments to said Zoning Text as shown in Exhibit "A" that changes the text to *allow for fencing around individual lots instead of being restricted to the entry feature and around pool areas*.

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

SECTION 1. The Zoning Text for Trailview Run & Treetops at Trailview Run located at 1419 Borrer Road, as adopted by Ordinance C-23-18, is hereby amended as shown in Exhibit "A", attached hereto and made a part hereof.

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

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

December 27, 2017

Revised 6-8-18

Updated to include 6/18/18 Council revisions

C-78-21
Exhibit "A"

Trailview Run & Treetops @ Trailview Run

Zoning Text

Grove City, Ohio

Revised 6-8-1810-21-2021

Updated to include revisions made at 6/18/18 City Council meeting

CURRENT ZONING: SF-1 (SINGLE FAMILY)

PROPOSED ZONING: PUD-R (PLANNED UNIT DEVELOPMENT- RESIDENTIAL)

Property Owners:

Timothy J Christian

334 Founders Circle

Avon Lake, Ohio 44012D.R.

Horton Indiana, LLC

507 Executive Campus Drive, Westerville, Ohio 43082

Diane S Peurach

4037 Waterwheel Lane

Bloomfield, Michigan 48302

Applicant:

Karl Billisits

Harmony Development Group

3650 Olentangy River Road

Suite 401

Columbus, Ohio 43214

D.R. Horton Indiana, LLC

507 Executive Campus Drive,

Westerville, Ohio 43082

Authorized Representative:

~~Tom Hart~~ Molly Gwin
~~Isaac Wiles, Wiles & Burkholder~~
2 Miranova Drive, Suite 700
Columbus, Ohio 43215

I. PROPERTY

The property ("Property") consists of approximately 49.974± acres south of Borror Road, east of the Grant Run Estates subdivision, approximately 3,400 feet north of London-Groveport Road, and approximately 3,200 feet west of SR 104 as further described on the attached legal description (Exhibit A) and Survey (Exhibit B).

II. INTRODUCTION

The proposed community will consist of a mixture of single family homes designed for families with children and free standing patio homes designed with a minimum of two bedrooms on the first floor and no more than 50% of the first floor area permitted on the second floor (if a second floor option is chosen by the customer). The Patio Homes are designed for the active adult consumer who desires single floor living and community lifestyle services such as lawn/landscape maintenance and snow removal.

The patio home lifestyle living is in high demand in the area. The community provides an enclave opportunity for this type of living in an area with access to parks and trails in close proximity to children and grandchildren living near-by.

The style, size and types of homes are consistent with the adjacent community Grant Run Estates. The Single Family Homes minimum square home footage exceeds the requirements of Grant Run Estates and the Single Family lot size meets or exceeds the R1B standards. In addition the plan incorporates an open space buffer along the West property line of the property (As shown on the Preliminary and Final Development plans) to be restricted to a no disturbance zone or deeded to the Grant Run Lot owner immediately adjacent to the land.

III. GENERAL PROVISIONS

- a. The provisions outlined within these development standards shall apply to the 49.974+/- acres of land as described in Exhibit A unless otherwise approved by Grove City Council. Other provisions of the Grove City Code shall apply to the extent that this Zoning Text and Development Standards do not address such matters.
- b. For the purposes of this Zoning and Development Standards Text, the terms and words contained within carry their customarily understood meanings. Words used in the present tense include the future and the plural includes the singular and the plural. The word "shall" is intended to be mandatory; "occupied" or "used" shall be considered as through followed by the words "or intended, arranged or designed to be used or occupied". In case of any difference of meaning or implicated between this text and the Codified Ordinances of Grove City, the Zoning Text shall control.

- c. All provisions of this Zoning and Development Standards Text are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection, section or other provision is invalid, the remaining provisions and application of those provisions to other persons or circumstances are not affected by that decision.
- d. Deviations from the standards, requirements, and uses set forth herein as well as the Zoning Code may be approved by City Council through the Development Plan process, as long as they are consistent and harmonious with the overall intent of the development and do not diminish, detract or weaken the overall compatibility between the uses within or proximity of the property.

IV. PERMITTED AND ACCESSORY USE

- a. Trailview Run and The Treetops at Trailview Run will be a residential neighborhood that shall contain a mixture of detached single-family homes on public streets (Subarea A) and detached patio homes on a combination of public and private streets (Subarea B).
- b. Each home shall be on its own lot.
- c. The density of the site shall not exceed One-Hundred and Seventeen (117) units and 2.34 dwelling units per acre. A maximum of forty (40) units shall be patio homes.
- d. Accessory uses shall be regulated in accordance with the Grove City Zoning Code.

V. GENERAL SITE DEVELOPMENT STANDARDS:

- a. Entryway. A landscaped entry to the site will be located on Borror Road and shall incorporate design elements in keeping with the area. The fencing depicted on the Final Development Plan will match the fencing on the North Side of Borror Road. In addition the existing Barn will remain and be incorporated into part of the entry feature.
- b. Streets. All Public Streets shall be a minimum of 28 feet in width (as measured from back to back of curb). All Private Streets shall be a minimum of 26 feet in width (as measured from back to back of curb), owned and maintained by the Patio Home Owners Association.
- c. Bike Path. An 8-foot wide asphalt path shall be constructed and dedicated for public use to provide recreational opportunity to the residents of the neighborhood as well as the larger community. The path will connect the 11+/- acre new city park at the southern end of the Property to the new Proposed Bike path planned with the Borror Road Widening.
- d. Open Space. Open space shall be provided as depicted on the Final Development Plan and shall meet the requirements of Section 1101.09(b);. The open space will be owned and maintained by the Homeowners Association except for the area along Grant Run that will be dedicated to the City of Grove City. Open space is to be reserved for passive activities, and will include benches and other seating areas, along with connections generally from the north to the south through the open space system as well as amenities described in the Final Development Plan.

- e. Amenity. The developer shall construct a 20'x20' picnic shelter in the new park at the southern end of the site as well as a parking lot and bike paths depicted on the Final Development Plan within the Park.
- f. Site Lighting. Site lighting on the public streets shall meet the current requirements of Grove City Code and the lighting fixtures will match the fixtures in the adjacent community of Grant Run. The Private Street lighting will match the fixtures in the Public Street area but will be owned and maintained by the Patio Home Owners Association.
- g. Fencing. Fencing shall be ~~limited to~~ **permitted for the** entry feature ~~fencing~~, courtyard privacy fencing and pool fencing as required by applicable rules and regulations. Additional fencing, matching the style and specifications of the entry feature fencing, shall be installed in a continuous run on the edge of all the single family lots bordering the property at 1421 Borror Road (Parcel Id. 040-15527). Additional fencing matching the style and specifications of the entry feature fencing shall extend from the edge of the floodplain to the right-of-way line of Borror Road adjacent to the property at 1421 Borror Road. This fencing shall provide a visual barrier to delineate the property lines and is to be maintained by the homeowners' association. **Fencing shall be permitted for individual lots, subject to the deed restrictions and the Design Review Board as established by the homeowners' association. Fences or walls shall be constructed of wood, vinyl, wrought iron or high-quality aluminum, stone or brick, as approved by the Design Review Board, and in no event shall chain link or other metal wire fencing be permitted. No fence or wall shall be constructed in excess of forty-eight inches (48") above finished grade, subject to Grove City regulations. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat (front and side yard building lines on corner lots), except that ornamental railing, walls or fences no exceeding three feet (3') in height which are located on or entirely adjacent to entrance platforms or steps are permitted. No fences may be constructed within any area designated on a recorded plat as a "Drainage Easement," excepting those approved or installed by Declarant, or unless approved by Grove City and the Design Review Board. No other lawn or common areas shall be fenced.**
- h. Retention Ponds. Retention Ponds shall comply and be constructed in accordance with Grove City's Stormwater Design Manual.
- i. Landscaping, Screening, Tree Survey and Tree Preservation
 - 1. Four trees shall be provided per residential unit and installed by the developer. One tree (2-inch caliper minimum) shall be provided between the sidewalk (or the street if a sidewalk is not present) and the front of each residential home. All other trees and plantings shall be arranged within the front, side or rear yard areas with emphasis on the front facades. Tree placement for patio homes in subarea B, shall insure good horticultural practices and healthy tree development on smaller lots and/or re-location of trees to other areas may be completed if necessary. In the case that trees die, trees shall be re-installed by the developer or the HOA per the final development plan. Any existing or

proposed fee requirements related to trees under this text are hereby requested to be waived by Council as the developer is performing installation and/or replacement as necessary.

2. Existing healthy trees with fifteen (15) feet of the sites perimeter (measured from the property line) and within the 100-year floodplain or Stream Corridor Protection Zone shall be preserved with the exception of utility and road crossings. All Ash Trees shall be removed as directed by the City's Urban Forester.
3. A tree survey was provided with the Final Development plan. All six inch (healthy) trees and larger shall be protected and preserved except for Ash trees that may be removed at the direction of the City's Urban Forester.
4. Lots adjacent to properties to the west shall retain existing vegetation as a buffer. This buffer will be preserved by either deeding 20' of property to each lot owner to the west as shown on 'Exhibit A', or restricted to a no disturb zone owned by the future lot owners in Trailview Run. This extra depth in lots provides adequate space to preserve existing tree rows that will provide significant buffering. A 20' No Disturb Zone shall also be dedicated at the rears of the lots on either side of the main entry as shown on the Development Plan. For purposes of this text, "no disturb" zones shall prohibit the placement of structures (above or below ground), storage of items/materials, or the removal of trees of 2 inches or more caliper unless otherwise required to keep the property within good horticultural practices, including the clearing of brush, hazard branches or dead trees, or other noxious, invasive plant material. Alteration of grade is prohibited, except as approved by the City of Grove City and in keeping with positive drainage practices and subdivision grading requirements.
5. To accommodate and maintain additional natural buffer, the developer shall create a 20-foot-wide no-disturb reserve area running the length of parcel number 040-012113. This 20-foot-wide reserve lot may be conveyed to the owners of 040-012113. Any such conveyance shall include deed restrictions reflecting the no-disturb, maintenance and grading requirements contained in subsection 4 above.

j. Parking

1. Four parking spaces shall be provided for each dwelling unit with a minimum of two spaces in an attached garage of each home and two spaces in each driveway.
2. Additional parking will be provided in the park (8 spaces as shown on the final development plan)
3. On-Street parking will be restricted to one side of the street (Non-Fire Hydrant side of the street). "No Parking" signs shall be installed as directed by the Fire department.
4. The parking or storage of boats, trailers, or recreational vehicles in a driveway within the subdivision shall be prohibited.

k. Signage.

1. There shall be an entry feature sign on each side of the Borror Road entrance for this subdivision. The signs shall meet signage requirements

- and setbacks of Chapter 1145 and the landscaping requirements of Section 1136.09(a)(1).
2. Any additional signage proposed on site shall meet the requirements of Chapter 1145 and landscaping requirements of Section 1136.09(a)(1). If not included in the final development plan, additional signage shall meet code requirements and shall be reviewed and approved by the Development Department
- l. Utilities. All new utilities shall be located underground except for pedestals for electricity, cable, phone, or similar utilities. Pedestals shall be located in rear.
- m. No trash dumpsters shall be used except during construction, alteration, or repair of a home. Each resident shall be responsible for trash pickup and have individual trash containers.
- n. Mailboxes shall meet standard postal service requirements or match the mailboxes within Grant Run if permitted by the postal service.

VI. ARCHITECTURAL DEVELOPMENT STANDARDS AND AREA REQUIREMENTS

- a. The following standards shall apply to the **Subarea A single family lots**.
- | | |
|---|--|
| Min lot width | 70' |
| Min. Lot size..... | 8,400 sf |
| Max. building coverage..... | 40% |
| Max. height | 35' |
| Min. parking..... | 4 spaces, including garages |
| Min. sideyard setback | 7.5' |
| Min. sideyard setback adjacent R.O.W. ... | 25' |
| Min. frontyard setback | 25' |
| Min. rearyard setback | 25' |
| Min. square footage | 1,800 sf two story
1,600 sf one story |
- b. The following standards shall apply to the **Subarea B Patio Homes**.
- | | |
|---------------------------------------|-----------------------------|
| Min lot width..... | 50' |
| Min. Lot depth | 120' |
| Max. building coverage..... | 55% |
| Max. height | 35' |
| Min. parking..... | 4 spaces, including garages |
| Min. setback between units..... | 10' |
| Min. frontyard setback from curb..... | See Exhibit |
| Min. rearyard setback | 25' |
| Min. square footage | 1,350 sf one and two story |

VII. BUILDING ARCHITECTURE AND MATERIALS

- (a) The architectural character of the homes depicted in the building elevations and/or renderings shall be approved as part of the Final Development Plan. Additional plans and/or elevations submitted after

Zoning and Development Standards Text

Final Development Plan approval by City Council shall be approved by the Development Department to allow for alterations based on changes in market demand and customer preferences and selections over time, so long as they are consistent with the quality, character and proportions of the building elevations approved with the Final Development Plan, subject to the following standards being met:

- i. The exterior of the buildings shall be restricted to the following materials, however the same primary materials and details used on front elevations of homes shall be carried through to and utilized on all other elevations of the home in a manner that creates continuity and balance among all facades;
- ii. The side and rear elevations of each home shall display a high level of architectural quality and interest;
 1. LP Smart Side and Trim or an equivalent siding product
 2. Fiber cement siding such as Hardie Plank™
 3. Aluminum or vinyl soffits and fascia
 4. Cultured stone
 5. Brick
 6. Single hung, low-e vinyl windows
 7. Dimensional architectural shingles
 8. Faux shutters
 9. Dormers (active and inactive)
 10. EIFS accents
 11. Vinyl siding premium/architectural grade with a minimum thickness of .044 mills
 12. Wood
 13. Other materials used as minor accents subject to approval of the Development Department.
- a. Masonry Requirements: Front – All front elevations are to include not less than 25% brick, stone or cultured stone, exclusive of windows, door openings and garage doors. Subject to the review and approval by the City, homes may be permitted without the requirement of 25% masonry on the front elevation provided they are compatible with or complementary to the built environment. Such review will conclude with final determinations made by the Development Department and shall be based on appropriate massing, as well as character and design. At minimum structures are to include two architectural elements from the following list; window mullions, window trim wrap, bay window or bay elements, vertical board and batten or shake

- i. Accessory Structures. No detached garages, sheds or other accessory structures shall be permitted.
- j. All exposed courses of foundations of all homes shall be brick or stone, or brick or stone veneer, or if not such treatment, shall not exceed 12 inches in exposure and shall be any other material or stamped design that simulates the appearance of brick or stone.
- k. Deviations to these standards shall be approved by the Development Department.

VIII. PHASING

The property will property will be developed in three phases as depicted on the Final development Plan.

IX. HOME OWNERS ASSOCIATION AND PATIO HOME OWNERS ASSOCIATION

- a. The developer prior to occupancy by any residents will establish a homeowners association. Control of the association shall be turned over to the residents according to Ohio Law. Association responsibility shall include care for the entryway, required tree installations and all open spaces after the development period and turnover date. All association responsibilities and obligations shall be set forth in the HOA declaration prepared and recorded by the developer prior to occupancy.
- b. The developer prior to occupancy by any residents will establish a patio homeowners association. Control of the association shall be turned over to the residents according to Ohio Law. The Patio Home Owners will be a member of the Home Owner Association for maintenance of the open spaces, required tree installations and the entryway after the development period and turnover date. The Patio Home Owners Association responsibility shall include private street maintenance; snow plowing, lawn and landscape maintenance, street lighting and other duties as agreed to by members. All association responsibilities and obligations shall be set forth in the PHOA declaration prepared and recorded by the developer prior to occupancy.

Date: 11-09-21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-59-21
1st Reading: 11/15/21
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

Postponed to
12-06-21
12-20-21

RESOLUTION NO. CR-59-21

A RESOLUTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS FOR THE INSTALLATION OF ROOFTOP SOLAR PANELS TO JP MORGAN CHASE LOCATED AT 2161 STRINGTOWN ROAD

WHEREAS, Section 1138.05 (a) of the Codified Ordinances states that a Certificate of Appropriateness is required from the Planning Commission prior to any new construction, remodeling, reconstruction or demolition, unless otherwise provided in subsection (c) hereof; and

WHEREAS, on November 02, 2021, the Planning Commission recommended approval of the Certificate of Appropriateness request for the installation of rooftop solar panels to JP Morgan Chase located at 2161 Stringtown Rd., with the following stipulation:

1. The applicant and/or property owner shall work with the City's Urban Forester to design a landscape feature at the corner of Stringtown & McDowell Roads.

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 Certificate of Appropriateness for the installation of rooftop solar panels to JP Morgan Chase located at 2161 Stringtown Rd., contingent upon the stipulation set by Planning Commission.

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

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 12/13/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-65-21
1st Reading: 12/20/21
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-65-21

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR FORGE BIOLOGICS ADDITION LOCATED AT 3900 GANTZ ROAD

WHEREAS, on December 07, 2021, the Planning Commission recommended approval of the Development Plan for Forge Biologics Addition, as submitted.

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

SECTION 1. This Council hereby approves the Development Plan for Forge Biologics Addition located at 3900 Gantz Road, as submitted.

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

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

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/30/21
Introduced By: Mr. Berry
Committee: Service
Originated By: Ms. Kelly
Sponsor: Mr. Berry
Emergency: 30 Days: XX
Current Expense:

No.: C-72-21
1st Reading: 12/06/21
Public Notice: 12/07/21
2nd Reading: 12/20/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-72-21

AN ORDINANCE TO ACCEPT STORMWATER AND SANITARY EASEMENT ON THE PINNACLE QUARRY SITE

WHEREAS, the developer of the Pinnacle Quarry site has granted stormwater and sanitary easement that will be necessary to serve the property to the City; and

WHEREAS, the Developer has asked the City to accept the easement.

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

SECTION 1. The stormwater and sanitary easement as generally shown and described in Exhibit "A" is hereby accepted.

SECTION 2. This Ordinance shall take effect at the earliest date permitted by law.

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

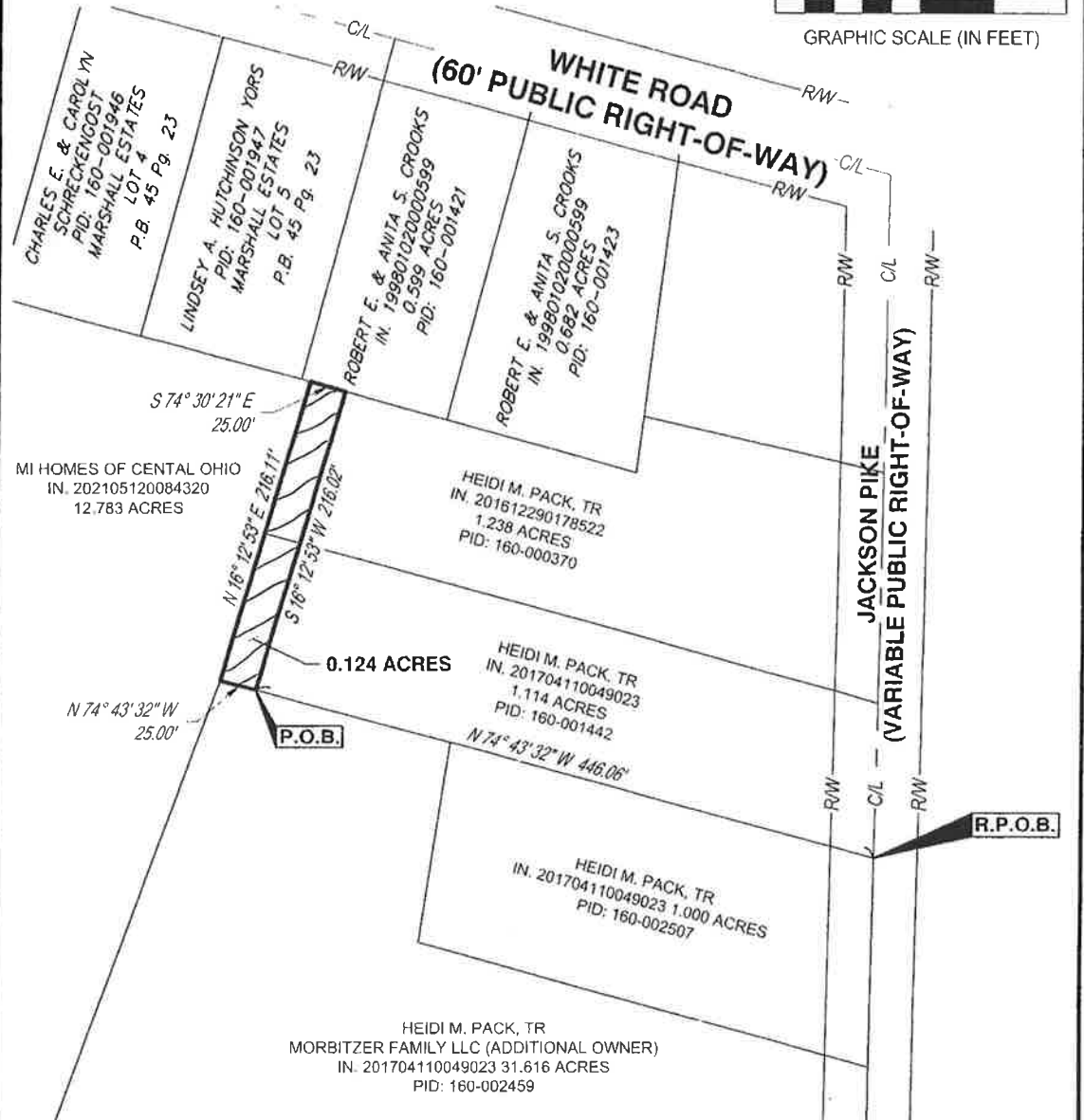
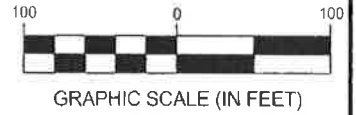
Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

EASEMENT EXHIBIT

STATE OF OHIO, COUNTY OF , CITY OF GROVE CITY
VIRGINIA MILITARY LANDS #469



JEFFREY A. MILLER, OHIO P.S. NO. 7211

DATE

0.124 AC EASEMENT EXHIBIT

CITY OF GROVE CITY

FRANKLIN COUNTY, OHIO

SCALE: 1" = 100'

DATE: 05/11/2021

DESIGN:

DRAWN:
DAV

CHECKED:
ALB

CESO
WWW.CESUINC.COM

JOB NO.
758413

SHEET NO.:

1 OF 1

BASIS OF BEARING

OHIO STATE PLANE COORDINATE SYSTEM, OHIO SOUTH ZONE, NAD83 (2011) AS DETERMINED BY A SERIES OF GPS OBSERVATIONS USING ODOT VRS NETWORK, WITH A BEARING OF SOUTH 74° 47' 30" EAST FOR A PORTION OF THE CENTERLINE OF WHITE ROAD.

C-72-21
Exhibit "A"

PERMANENT EASEMENT FOR PUBLIC UTILITIES

THIS PERMANENT EASEMENT FOR PUBLIC UTILITIES (this "Easement") is made and entered into this 11th day of October, 2021, by and between **HEIDI M. PACK, TRUSTEE OF "THE CATHERINE M. BURGSTALLER PRINCIPAL PROTECTION TRUST", DATED DECEMBER 6, 2016** ("Grantor"), whose mailing address is 4485 Jackson Pike, Grove City, Ohio 43123, and the **CITY OF GROVE CITY, OHIO**, an Ohio municipal corporation ("Grantee"), whose mailing address is 4035 Broadway, Grove City, Ohio 43123.

BACKGROUND INFORMATION

WHEREAS, Grantor owns the real property legally described on the attached Exhibit A attached hereto and made a part hereof, being Franklin County parcel numbers 160-000370-00 and 160-001442-00 (collectively, the "Grantor's Property");

WHEREAS, Grantee desires a permanent easement over, under, and through that certain portion of the Grantor's Property described on Exhibit B attached hereto and made a part hereof and depicted as the area labeled as "0.124 ACRES" on Exhibit C attached hereto and made a part hereof (the "Easement Area") for the construction, installation, operation, maintenance, repair, and replacement of sanitary sewer facilities; and

WHEREAS, Grantor desires to grant a permanent easement over, under, and through the Easement Area for the benefit of Grantee for those purposes upon the terms and conditions set forth in this Easement.

STATEMENT OF AGREEMENT

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

1. Grant of Permanent Easement. Grantor grants to Grantee, its agents, employees, independent contractors, and successors and assigns, a permanent, exclusive easement in, over, under, and through the Easement Area for the following purposes: (i) to construct, install, operate, maintain, repair, and replace public utilities including, but not limited to utility lines for

sanitary sewer and facilities and appurtenances incidental thereto, including, but not limited to, conduits, equipment, meters, valves, regulators, manholes, drain pipes, fixtures, and other appurtenances and facilities (collectively, the "Facilities"); (ii) for other construction purposes related to such project, including, but not limited to, grading and slope construction; (iii) ingress and egress over those portions of the Grantor's Property reasonably necessary to facilitate Grantee's use of the Easement Area; and (iv) the right to do all things necessary, proper, or incidental to the successful operation and maintenance of such utilities and Facilities. Grantee, as soon as reasonably practicable after construction and installation of the Facilities, including any alterations and repairs thereto, and completion of the grading work, shall cause the Easement Area to be restored to its former condition as nearly as is reasonably practicable. Grantee shall have the right to remove any and all vegetation growing within the Easement Area as is reasonably necessary to facilitate Grantee's use thereof as permitted by this Easement. Grantor has the right to enter on the Easement Area for any purpose whatsoever provided such entry by Grantor does not in any way impair or hinder the rights granted to Grantee in this Easement.

2. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth herein.

3. Waiver. Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

4. Severability. In the event any provision of this Easement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

5. Captions and Pronoun Usage. The captions and section numbers in this Easement are for convenience only and shall not be deemed to be a part hereof. The pronouns used herein shall be considered as meaning the person, number, and gender appropriate under the circumstances at any given time.

6. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Ohio.

7. Modification. This Easement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.

8. Benefit. This Easement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

9. Authority. Grantor represents and warrants that it has the full right and authority to enter into this Easement and grants the rights hereby conveyed to Grantee.

[Signature Pages to Follow]

Executed this 11TH day of OCTOBER, 2021.

GRANTOR:

Heidi M. Pack, Trustee
HEIDI M. PACK, TRUSTEE OF "THE
CATHERINE M. BURGSTALLER PRINCIPAL
PROTECTION TRUST", DATED DECEMBER 6,
2016

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 11TH day of OCTOBER, 2021, by Heidi M. Pack, Trustee. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

Tina M. Kountz
Notary Public



TINA M KOUNTZ
Notary Public
State of Ohio
My Comm. Expires
July 8, 2026

Executed this 22nd day of October, 2021

GRANTEE:

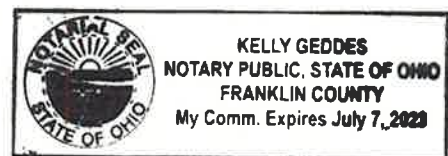
CITY OF GROVE CITY, OHIO,
an Ohio municipal corporation

By: [Signature]
Name: Charles W. Boso, Jr.
Its: City Administrator

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 22nd day of October, 2021, by Charles W. Boso, Jr., the City Administrator of the City of Grove City, Ohio, an Ohio municipal corporation. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

Kelly Geddes
Notary Public



This Instrument Prepared By:

Nicklaus J. Reis, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215

Exhibit A

Grantor's Property

Parcel No. 160-000370-00

Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey #469, and being part of a 2.17 acre tract (Parcel #1), and all of a 0.171 acre tract (Parcel #2) conveyed to Richard D. and Catherine M. Burgstaller shown of Record in Deed Book 2314, Page 176, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Commencing at a found spike at the intersection of the centerline of Jackson Pike (State Route 104) (60 feet wide) with the centerline of White Road (50 feet wide);

Thence, South 02° 09' 13" West, along the centerline of said Jackson Pike, a distance of 207.44 feet to a spike at the northeasterly corner of said 0.171 acre tract, and the southeasterly corner of a 0.091 acre tract conveyed to the Trustees Jackson Chapel Methodist Church shown of Record in Deed Book 2002, Page 643 and the true point of beginning of this description,

Thence, South 02° 09' 13" West, along the centerline of said Jackson Pike, a distance of 160.03 feet to a spike;

Thence North 73° 21' 13" West, across said 2.17 acre tract, and along a line parallel with the southerly line of said 2.17 acre tract, passing an iron pin on the westerly right of way line of said Jackson Pike at 30.99 feet, a total distance of 441.41 feet to an iron pin on the westerly line of said 2.17 acre tract, and on the easterly line of an original 53.653 acre tract (Parcel #2) conveyed to Teresa Endres shown of record in Deed Book 1383, Page 282;

Thence, North 17° 10' East, along the westerly line of said 2.17 acre tract, and along the easterly line of said 56.653 acre tract, a distance of 109.18 feet to an iron pin at the northwesterly corner of said 2.17 acre tract, and on the southerly line of a 0.590 tract (Parcel #1) conveyed to Anita S. Burgstaller (et. al. 3) shown of record in Official Record 4828, Page G-01;

Thence, South 73° 18' 30" East, along the northerly line of said 2.17 acre tract, and along the southerly line of a 0.682 acre tract (Parcel 2) conveyed to Anita S. Burgstaller (et. al. 3) shown of record in Official Record 3828, Page G-01, a distance of 235.91 feet to an iron pin at the southwest corner of said 0.171 acre tract, and the southwest corner of said 0.682 acre tract;

Thence, North 08° 29' East, along the westerly line of said 0.171 acre tract, and along the easterly line of said 0.682 acre tract, a distance of 39.42 feet to an iron pin at the northwesterly corner of said 0.171 acre tract, and the southwest corner of said 0.091 acre tract;

Thence, South 75° 40' 44" East, along the northerly line of said 0.171 acre tract, and along the southerly line of said 0.091 acre tract, passing an iron pin on the westerly right of way line of said Jackson Pike at 139.52 feet, a total distance of 170.21 feet to the place of beginning, containing 1.238 acres, subject however to all highways and easements of record and of Records, easements, and restrictions in the respective utility office. The above described proposed 1.238 acre tract being subject to the following easement for driveway purposes:

Parcel No. 160-001442-00

Situated in the Township of Jackson, Franklin County, State of Ohio, bounded and described as follows:

Being situate in the State of Ohio, County of Franklin, Township of Jackson, and being part of Virginia Military Survey 469, and being part of a 2.17 acre tract (Parcel 1) conveyed to Richard D. and Catherine M. Burgstaller shown of record in Deed Book 2314, Page 176, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Commencing at a found spike at the intersection of the centerline of Jackson Pike, (State Route 104) (60 feet wide), with the centerline of White Road (50 feet wide);

Thence, South $02^{\circ} 09' 13''$ West, along the centerline of said Jackson Pike, a distance of 477.47 feet to a spike at the southeasterly corner of said 2.17 acre tract, and the northeasterly corner of a 1.00 acre tract conveyed to Catherine M. and Richard D. Burgstaller shown of record in Deed Book 3767, Page 573, and the true point of beginning of this description;

Thence, North $73^{\circ} 21'$ West, along the southerly line of said 2.17 acre tract, and along the northerly line of said 1.00 acre tract, and along the northerly line of a 31.616 acre tract conveyed to Catherine M. Burgstaller and Elizabeth T. Morbitzer shown of record in Deed Book 13703, Page 150, passing an iron pin on the westerly right of way line of said Jackson Pike, at 30.99 feet, a total distance of 469.90 feet to an iron pin found at the southwesterly corner of said 2.17 acre tract, and the northwesterly corner of said 31.616 acre tract, and on the easterly line of an original 56.653 acre tract (Parcel 2), conveyed to Teresa Endres shown of record in Deed Book 1383 Page 282;

Thence, North $17^{\circ} 10'$ East, along the westerly line of said 2.17 acre tract, and along the easterly line of said original 56.653 acre tract, a distance of 106.50 feet to an iron pin;

Thence, South $73^{\circ} 21'$ East, across said 2.17 acre tract, and along a line parallel with the southerly line of said 2.17 acre tract, passing an iron pin on the westerly right of way line of said Jackson Pike at 410.42 feet, a total distance of 441.41 feet to a spike on the centerline of said Jackson Pike;

Thence, South $02^{\circ} 09' 13''$ West, along the centerline of said Jackson Pike, a distance of 110.00 feet to the place of beginning, containing 1.114 acres, subject however to all highways and easements of record, and of records, easements and restrictions in the respective utility office. The above described proposed 1.114 acre tract being subject to the following easement for driveway purposes:

Exhibit B

Description of Easement Area

EASEMENT

0.124 Acres

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey #469 and being 0.124 acre strip of land of a 1.238 acre tract of land as conveyed to Heidi M. Pack, TR, Trustee of record in Instrument Number 201612290178522 and a 1.114 acre tract of land as conveyed to Heidi M. Pack, TR, Trustee of record in Instrument Number 201704110049023 and being more particularly described as follows:

Beginning for reference, at the centerline of Jackson Pike and at the southeasterly corner of said 1.114 acre tract of land;

Thence, North 74°43'32" West with the southerly line of said 1.114 acre tract, a distance of 446.06 feet to the **TRUE POINT OF BEGINNING**;

Thence, North 74°43'32" West with the southerly line of said 1.114 acre tract, a distance of 25.00 feet to a point at the southwesterly corner of said 1.114 acre tract and a point in the easterly line of a 12.783 acre tract of land as conveyed to MI Homes of Central Ohio of record in Instrument Number 202105120084320;

Thence, North 16°12'53" East with said easterly line, a distance of 216.11 feet to a point on a southerly line of 0.599 acre tract of land as conveyed to Robert E. & Anita S. Crooks of record in Instrument Number 199801020000599;

Thence, South 74°30'21" East with said southerly line, a distance of 25.00 feet to a point;

Thence, South 16°12'53" West through said 1.238 acre tract and said 1.114 acre tract, a distance of 216.02 feet to the **TRUE POINT OF BEGINNING** containing 0.124 acres, more or less;

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

The basis of bearing for this description is based on Ohio State Plane Coordinate System, Ohio South Zone, NAD83 (2011) as determined by a series of GPS observations ODOT VRS network, with a bearing of South 74°47'30" East for a portion of centerline of White Road.



CESO, Inc.

Jeffrey A Miller, PS
Registered Surveyor No. 7211

Date: 5-13-23

Exhibit C

Depiction of Easement Area

Date: 11-30-21
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Schlabach
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-73-21
1st Reading: 12/06/21
Public Notice: 12/07/21
2nd Reading: 12/20/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-73-21

AN ORDINANCE SUPPORTING THE STORMWATER MODELING REPORT AND DESIGNATING \$3.9 MILLION FROM THE AMERICAN RECOVERY PLAN ACT FOR MUNICIPAL STORMWATER PROJECTS IDENTIFIED IN THE FINAL STORMWATER REPORT FROM EMH&T

WHEREAS, on October 18, 2021, EMH&T presented their Preliminary Stormwater Modeling report to Council; and

WHEREAS, the Preliminary Report identified Meadow Lane (Lotz Dr., Breck Ave., Glenna Ave.); Grove City Rd./Front St./Franklin St.; Security Dr., & La Rosa Dr.; Kingston Ave.; Sawyer Ct., as target areas for potential stormwater system improvements; and

WHEREAS, the Report recommended that the City advance projects with property owner feedback to develop workable solutions; evaluate potential stormwater projects within the City's Capital Improvement Plan planning; evaluate stormwater management policies for future development in the West Water Run and Grove City Creek watersheds; and evaluate State and Federal funding opportunities to support the implementation of the local storm sewer improvements identified in this Study; and

WHEREAS, the City has received American Recovery Plan Act funding which permits municipal stormwater projects as an eligible use of these dollars; and

WHEREAS, with the Final Report due in December, it is important to designate a funding source to implement the recommendations and improvements to the City's storm sewer system.

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

SECTION 1. This Council supports the Stormwater Modeling Report presented on October 18, 2021.

SECTION 2. This Council hereby designates \$3.9 million of the American Recovery Plan Act funds to be used for the implementation of the recommendations and improvements to the City's Storm Sewer System, as outlined by EMH&T's final Stormwater Modeling Report and/or other stormwater projects approved by Council.

SECTION 3. All project plans and budgets for said stormwater projects shall be submitted to Council for approval prior to an appropriation request.

SECTION 4. This ordinance shall take effect at the earliest opportunity allowed by law.

Christine Houk, President of Council

Date: 11/30/21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Turner
Sponsor: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No.: C-74-21
1st Reading: 12/06/21
Public Notice: 12/07/21
2nd Reading: 12/20/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-74-21

AN ORDINANCE TO APPROPRIATE \$1,750,000.00 FROM THE DEPOSIT TRUST FUND AND REDUCE APPROPRIATION AMOUNTS FOR VARIOUS FUNDS

WHEREAS, the deposit trust fund accounts for deposits required to complete private development projects; and

WHEREAS, the amount of developer deposits received has been greater than anticipated and must be appropriated in order to be expended or encumbered; and

WHEREAS, to achieve budgetary compliance, it is necessary to reduce appropriations in various funds.

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

SECTION 1. There is hereby appropriated \$1,750,000.00 from the unappropriated monies of the Deposit Trust Fund to account number 601000.591000 for current expenses.

SECTION 2. There is hereby a reduction in appropriations of:

\$15,000.00 in the State Highway Fund to account number 102000.536200;
\$420,000.00 in the General Recreation Fund to account number 104530.513200;
\$22,000.00 in the County Permissive License Fund to account number 106000.531400;
\$50,000.00 in the Big Splash Fund to account number 125700.514200;
\$10,180,098.00 in the Capital Improvement Fund to account number 305000.603207.

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

Christine Houk, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

I Certify that there is money in the treasury, or

Date: 11/30/21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Ms. Conrad
Approved: _____
Emergency: 30 Days: _____
Current Expense: XX

No.: C-75-21
1st Reading: 12/06/21
Public Notice: 12/07/21
2nd Reading: 12/20/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-75-21

AN ORDINANCE TO APPROPRIATE \$6,000.00 FROM THE SENIOR NUTRITION FUND FOR THE CURRENT EXPENSE OF THE MEALS ON WHEELS PROGRAM

WHEREAS, the City of Grove City has raised monies to support the Meals on Wheels program; and

WHEREAS, it is necessary to appropriate additional collected monies to allow for its distribution to Life Care 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 \$6,000.00 from the unappropriated monies of the Senior Nutrition Fund to account number 108000.559000 for the current expense of the Meals on Wheels program.

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

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael Turner, Director of Finance

Date: 11/30/21
Introduced By: _____
Committee: _____
Originated By: Mayor Stage
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No. : C-76-21
1st Reading: 12/06/21
Public Notice: 12/07/21
2nd Reading: 12/20/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-76-21

AN ORDINANCE TO APPROPRIATE \$8,633.00 FROM THE LOCAL CORONAVIRUS RELIEF FUND FOR THE CURENT EXPENSE OF PANDEMIC-RELATED EXPENSES AS REQUIRED UNDER THE CARES ACT

WHEREAS, On June 15th, 2020 City Council passed Resolution CR-22-20 requesting the distribution of CARES Act funding; and

WHEREAS, the Fiscal Budget and Settlement office of Franklin County, Ohio deposited \$901,204.98 into the account of Grove City, Ohio on June 30, 2020 and Council appropriated these funds through Ord. C-29-20; and

WHEREAS, the Fiscal Budget and Settlement office of Franklin County, Ohio deposited \$450,602.49 into the account of Grove City, Ohio on June 30, 2020, \$1,507,014.83 on October 9, 2020 and Council appropriated these funds through Ord. C-53-20; and

WHEREAS, the Fiscal Budget and Settlement office of Franklin County, Ohio deposited \$181,887.78 into the account of Grove City, Ohio on November 30, 2020 and Council appropriated these funds through Ord. C-70-20; and

WHEREAS, the Local Coronavirus Relief Fund has earned interest in the amount of \$8,633.00; and

WHEREAS, CARES Act funding must be appropriated to authorize the expenditure of pandemic-related costs,

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

SECTION 1. There is hereby appropriated \$8,633.00 from the unappropriated monies of the Local Coronavirus Relief Fund to account number 140000.559000 for the current expense of Coronavirus pandemic related costs.

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

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

Date: 12/14/21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Smith
Approved: Ms. Houk
Emergency: X 30 Days:
Current Expense:

No.: C-79-21
1st Reading: 12/20/21
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-79-21

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE THE CENTRAL OHIO HEALTH CARE CONSORTIUM JOINT SELF- INSURANCE AGREEMENT AND TO DECLARE AN EMERGENCY MEASURE

WHEREAS, City Council approved entering into a contract with the Central Ohio Health Care Consortium by way of Ordinance C-40-94 and subsequently every three years with the last being by C-02-19; and

WHEREAS, the current Agreement expires on December 31, 2021 and the City needs to approve the amended Agreement.

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

SECTION 1. The City Administrator is hereby authorized to execute the Central Ohio Health Care Consortium Joint Self-Insurance Agreement, for the period of January 1, 2022 to December 31, 2024.

SECTION 2. This ordinance is declared to be an emergency measure for the health, safety and general welfare of the community, in that it is required to supply health care to city employees, and shall therefore go into immediate effect.

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form.

Stephen J. Smith, Director of Law

C-79-21
Exhibit A

**AMENDED AND RESTATED
CENTRAL OHIO HEALTH CARE CONSORTIUM
JOINT SELF-INSURANCE AGREEMENT**

WHEREAS, Section 9.833 of the Ohio Revised Code permits any POLITICAL SUBDIVISION that provides health care benefits for its officers or employees to join in any combination with other POLITICAL SUBDIVISIONS to establish and maintain a joint self-insurance program to provide health care benefits pursuant to a written agreement (the "AGREEMENT"); and

WHEREAS, effective January 1, 1992, a number of POLITICAL SUBDIVISIONS joined together to form the Central Ohio Health Care Consortium Joint Self-Insurance Agreement with other POLITICAL SUBDIVISIONS and established a joint self-insurance program (the "Original Agreement") to provide health care benefits for their officers and/or employees; and

WHEREAS, the Original Agreement was restated on July 1, 1994, through the implementation and execution of Amendment No. 1 to Central Ohio Health Care Consortium Joint Self-Insurance Agreement ("Amendment No. 1"); and

WHEREAS, in 1997, the MEMBERS of the POOL adopted Amendment No. 2 to Amendment No. 1 ("Amendment No. 2"), pursuant to which Sections 3.06(a) and 8.01(b) of Amendment No. 1 were amended; and

WHEREAS, in 2000, the MEMBERS further amended Amendment No. 1 and Amendment No. 2 by replacing existing Section 6.03 with a new provision regarding the POOL CONTRIBUTION FACTOR; and

WHEREAS, in 2003, the MEMBERS further amended Amendments No. 1 and No. 2 by modifying Section 7.01 Monthly Payments and Section 7.04 Assessments adding "Thereafter, payment is subject to a 5% penalty with the interest of 1½% per month or portion thereof"; and

WHEREAS, in 2006, the MEMBERS further amended Amendments No. 1 and No. 2 by modifying Section 3.05 and making other minor clarification modifications; and

WHEREAS, in 2009, the MEMBERS amended Amendments No. 1 and No. 2 by modifying Section 4.03 to add the BOARD office of Treasurer; by modifying Section 4.03 to add the Treasurer to the Executive Committee; by modifying Section 4.05 to create a FINANCE COMMITTEE; and by modifying Section 4.03 to eliminate the term limitation for BOARD Chairman; and

WHEREAS, in 2016, the MEMBERS amended and restated the AGREEMENT, effective as of January 1, 2016 (the "2016 RESTATED AGREEMENT"), to incorporate all prior and current amendments into one document and to modify the AGREEMENT to: (1) create a mandatory reserve and specify the method to determine and create the mandatory funding level; and (2) establish October 1st as the MEMBER withdrawal deadline; and

WHEREAS, in 2018, the MEMBERS again amended and restated the AGREEMENT, effective as of January 1, 2019 (the "2019 RESTATED AGREEMENT"), to provide the operating terms under the AGREEMENT for the three-year TERM of the AGREEMENT beginning January 1, 2019 and ending December 31, 2021; and

WHEREAS, in 2021, the MEMBERS again desire to amend and restate the AGREEMENT, effective as of January 1 2022, to provide the current operating terms under the AGREEMENT for the three-year TERM of the AGREEMENT beginning January 1, 2022, making the changes identified herein.

NOW, THEREFORE, the undersigned agree as follows:

ARTICLE ONE NAME

Section 1.01. Name. The unincorporated joint self-insurance program known as the Central Ohio Health Care Consortium (the "POOL") is hereby continued as stated herein.

Section 1.02. Duration. The POOL shall have a perpetual duration and shall continue until terminated pursuant to this AGREEMENT. Health benefits coverage hereunder for original MEMBERS initially commenced on January 1, 1992, immediately upon the termination of the health care coverage that previously was provided by Central Benefits Mutual Insurance Company.

Section 1.03. Legal Status. The POOL shall be deemed to be a legal entity, separate and apart from its MEMBERS, formed for the public purpose of enabling its MEMBERS to obtain insurance, to create a joint self-insurance program, and to provide for the joint administration of POOL as well as the FUNDS of the POOL.

Section 1.04. Effective Date. This AGREEMENT amends and completely supercedes the existing Central Ohio Health Care Consortium Joint Self-Insurance Agreement (the "2019 RESTATED AGREEMENT"). This restated AGREEMENT shall become effective as of January 1, 2022.

ARTICLE TWO DEFINITIONS

Section 2.01. Act. "ACT" means Section 9.833 of the Ohio Revised Code ("ORC") and any successor statute thereto, as amended from time to time.

Section 2.02. Administrator. "ADMINISTRATOR" means the entity designated to supervise the administration of the POOL and to perform such other duties as are set forth in any applicable Administration Agreement.

Section 2.03. Agreement. "AGREEMENT" means this Amended and Restated Central Ohio Health Care Consortium Joint Self-Insurance Agreement and all counterparts hereto, as amended from time to time.

Section 2.04. Board. "BOARD" means the Board of Directors of the POOL.

Section 2.05. Contribution(s). "CONTRIBUTION(S)" means any amounts paid by a MEMBER to any FUND.

Section 2.06. Fund. "FUND" or "FUNDS" means those amounts paid by MEMBERS pursuant to Articles Six and Seven of this AGREEMENT.

Section 2.07. Member. "MEMBER" means a POLITICAL SUBDIVISION that is a party to this AGREEMENT and that has not withdrawn from or been terminated from participation in the POOL.

Section 2.08. Political Subdivision. "POLITICAL SUBDIVISION" has the same meaning given to it by the ACT.

Section 2.09. Pool Contribution Factor. "POOL CONTRIBUTION FACTOR" has the meaning as defined in Section 6.03 hereof.

Section 2.10. Scope of Coverage. "SCOPE OF COVERAGE" means the coverage, limits and deductibles set forth in Section 4.07 hereof.

Section 2.11. Surplus Funds. "SURPLUS FUNDS" means the amount by which the FUNDS available to operate the POOL for any year or years exceed all of the costs, liabilities (including claim liabilities, claim reserves and reserves for terminal liability) and expenses of operating the POOL.

Section 2.12. Term. "TERM" means a three-year contract period entered into by the MEMBERS beginning January 1 of any of the following years: 2010, 2013, 2016, 2019, 2022, 2025.

Section 2.13. Vested and Non-Vested Members. "VESTED MEMBER" means any MEMBER who (1) was an original MEMBER of the POOL (*i.e.*, as of January 1, 1992) as well as (2) any MEMBER after such MEMBER has completed one full three-year TERM. "NON-VESTED MEMBER" means any MEMBER who is not a VESTED MEMBER.

Section 2.14. Terms Defined Elsewhere.

ACTUARY
BENEFITS COMMITTEE
CERTIFIED PUBLIC ACCOUNTANT or CPA
DIRECTOR
ELECTION

Section 4.07(s)
Section 4.05(b)
Section 4.07(s)
Section 3.04(c)
Section 3.05(c)

EXPECTED COSTS	Section 7.01
FINANCE COMMITTEE	Section 4.05(a)
FUNDING RATE	Section 7.01
INCURRED BUT NOT REPORTED or IBNR	Section 6.04
POOL	Section 1.01
SECOND ELECTION	Section 3.05(d)
SMALL MEMBER GROUP	Section 6.03
2016 RESTATED AGREEMENT	Recitals
2019 RESTATED AGREEMENT	Section 1.04

ARTICLE THREE MEMBERSHIP

Section 3.01. Qualification. An applicant seeking membership in the POOL must meet all of the qualifications required by the ACT and, in the case of a NON-VESTED MEMBER, must demonstrate to the satisfaction of the BOARD the financial ability to pay all CONTRIBUTIONS.

Section 3.02. Application. All applicants to become MEMBERS shall apply for membership in any manner and on any form approved by or acceptable to the BOARD.

Section 3.03. Effective Time of Membership. An applicant shall become a MEMBER at the time that a duly authorized officer of the applicant executes, and a duly authorized officer of the POOL accepts, this AGREEMENT on behalf of the POOL. No applicant shall be permitted to become a MEMBER unless it provides written documentation satisfactory to the BOARD, in its sole judgment, that the applicant has the requisite capacity and authority, and has obtained all required approvals, to execute this AGREEMENT and to perform all of its obligations hereunder.

Section 3.04. Duties of Members. Each MEMBER agrees to do or cause to be done all of the following:

(a) to cooperate with and institute all loss prevention procedures and guidelines developed by the BOARD or the ADMINISTRATOR;

(b) to adopt and institute wellness program components or options as identified by the BOARD or the ADMINISTRATOR;

(c) to designate a representative of the MEMBER (a "DIRECTOR") to serve on the BOARD, and to cause that DIRECTOR to attend all monthly and special meetings of the BOARD;

(d) to provide the ADMINISTRATOR access to the records of the MEMBER during normal business hours, upon 24 hours' prior written notice and only for the purpose of conducting necessary services related to the operation of the POOL and for no other purpose;

(e) to permit the ADMINISTRATOR and any agent or attorney of the ADMINISTRATOR or the POOL to represent the MEMBER in investigating, litigating and settling any claim made against the POOL or the MEMBER that is within the SCOPE OF COVERAGE provided by the POOL; and

(f) to promptly pay when and as due all CONTRIBUTIONS, assessments and uncovered losses (as described in Sections 7.02 and 7.03), if any, required under this AGREEMENT.

Section 3.05. Terms of Membership.

(a) Each original VESTED MEMBER of the POOL committed to remain a MEMBER for three years, until December 31, 1994. Thereafter, the MEMBERS agreed to continue the POOL for three successive three-year terms (each such three-year period hereunder, a "TERM"). In 2003, the MEMBERS agreed to continue the POOL for successive three-year TERMS indefinitely.

(b) The MEMBERS intend that the POOL shall continue in effect indefinitely, for succeeding three-year TERMS, subject to the continual election of MEMBERS to remain participants in the POOL as provided below.

(c) On or before October 1, of the last year of the current TERM, each MEMBER of the POOL shall indicate in writing to the BOARD whether or not it intends to continue its participation beyond the current TERM (the "ELECTION"). At least two MEMBERS must elect to continue their participation for the POOL to continue. If less than two MEMBERS elect to continue, the POOL shall terminate effective as of 11:59 p.m., local Columbus, Ohio time, on December 31 of the last year of the current TERM, and the BOARD shall be responsible for winding up and dissolving the affairs of the POOL.

(d) If, at the ELECTION, MEMBERS representing more than one-third (1/3) of the total number of employees and officers of MEMBERS insured by the POOL at the time of the ELECTION opt to leave the POOL at the end of the applicable TERM, the MEMBERS who initially elected to continue their participation in the POOL shall be given another opportunity to indicate in writing whether they desire to continue in the POOL beyond the current TERM (the "SECOND ELECTION"). The SECOND ELECTION shall be made by each remaining MEMBER on or before November 1, and at least two MEMBERS must elect during the SECOND ELECTION to continue their participation beyond the current TERM in order for the POOL to continue. If less than two MEMBERS elect during the SECOND ELECTION to continue, the POOL shall terminate effective as of 11:59 p.m., local Columbus, Ohio time, on December 31 of the last year of the current TERM, and the BOARD shall be responsible for winding up and dissolving the affairs of the POOL.

(e) If two or more MEMBERS elect to continue, either at the ELECTION or SECOND ELECTION, all such MEMBERS shall be required to participate for another three-year TERM; provided, however, that any such continuing MEMBER may voluntarily withdraw at the end of any year within that subsequent TERM upon

compliance with the withdrawal provisions of Section 8.01 herein. The rights of MEMBERS to share in the SURPLUS FUNDS of the POOL upon withdrawal are governed by Section 8.01 hereof.

Section 3.06. Terms of Membership for Non-Vested Member.

(a) Upon initial entry into the POOL, each NON-VESTED MEMBER shall be required to remain a MEMBER, and may not withdraw from the POOL, until the December 31st following the second anniversary of the MEMBER'S joining the POOL. A MEMBER'S rights to participate in and/or withdraw from the POOL for any subsequent TERM shall be governed by Section 3.05 hereof.

(b) Subject to Section 8.01 hereof, NON-VESTED MEMBERS shall be entitled to share in SURPLUS FUNDS of the POOL on the same basis as VESTED MEMBERS. NON-VESTED MEMBERS shall pay a surcharge and/or otherwise buy into such surplus on terms established by the BOARD.

ARTICLE FOUR BOARD OF DIRECTORS

Section 4.01. Establishment of Board. The POOL shall have a Board of Directors, which shall, among other duties, determine the general policy of the POOL. Each MEMBER shall be entitled to appoint one DIRECTOR to the BOARD.

Section 4.02. Term of Directorships. A person appointed by a MEMBER to serve as a DIRECTOR on the BOARD shall remain in office until the earlier of (1) the date the POOL receives evidence of the appointment of his or her successor or (2) the effective time of the withdrawal from or termination of the appointing MEMBER'S participation in the POOL.

Section 4.03. Officers and Executive Committee. The BOARD shall annually elect from the DIRECTORS of the BOARD a Chairman, a Vice-Chairman, a Secretary, and a Treasurer. The DIRECTORS receiving the largest number of votes for each office shall be elected.

The BOARD shall annually elect an executive committee to be comprised of the Chairman, the Vice-Chairman, the Secretary and the Treasurer of the POOL, and two other DIRECTORS. The two DIRECTORS receiving the largest number of votes for the executive committee shall be elected. The executive committee may bind the BOARD only as to matters over which the BOARD has given express authorization.

Section 4.04. Meetings.

(a) Meetings of the BOARD shall be held monthly at such time as the Secretary shall prescribe. Such meetings may be held and attended in person or electronically through teleconference, video conference or other appropriate means. Unless waived, the Secretary shall give written or electronic notice to each DIRECTOR

of the time, date, place, and format of each meeting, at least seven days prior to each meeting. This notice may, but is not required to, contain an agenda of items to be discussed. Any item of POOL business may be considered at the monthly meetings contained in the notice of the meeting.

(b) Special meetings may be called by the ADMINISTRATOR, the Chairman, or by a majority of the DIRECTORS. Only items listed for discussion in the notice of the special meeting may be considered. Unless waived, the Secretary shall give written or electronic notice to each DIRECTOR of the time, date, place, format and purposes of a special meeting at least three days prior to each meeting.

Section 4.05. Committees of the Board.

(a) The BOARD shall appoint a standing finance committee ("FINANCE COMMITTEE") consisting of as many DIRECTORS, proxies or other designees as the BOARD chooses and to be chaired by the Treasurer. The FINANCE COMMITTEE shall be responsible for the POOL's pricing policies and related matters.

(b) The BOARD shall also appoint a standing benefits committee ("BENEFITS COMMITTEE") consisting of as many DIRECTORS, proxies or other designees as the BOARD chooses and to be chaired by a member of the BENEFITS COMMITTEE as selected by its members. The BENEFITS COMMITTEE shall be responsible for evaluating benefit plan designs, wellness initiatives and related matters.

(c) The Chairman or BOARD may from time to time appoint ad hoc committees consisting of no fewer than five of the DIRECTORS. Membership of the ad hoc committees may be changed at any time by the Chairman or by the BOARD. An ad hoc committee may bind the BOARD only as to matters over which the BOARD has given such committee express authorization.

Section 4.06. Compensation. DIRECTORS shall be entitled to reimbursement of actual expenses incurred in the pursuit of POOL business and such other reasonable and lawful compensation as may be awarded from time to time by the BOARD.

Section 4.07. Powers and Duties. The BOARD is authorized and directed to carry out each and every act necessary, convenient or desirable to and for carrying out the purpose of this AGREEMENT and the POOL, including, but not limited to:

- (a) hiring the ADMINISTRATOR;
- (b) receiving MEMBERS' CONTRIBUTIONS;
- (c) administering the POOL and settling and paying, or causing the payment of, claims on behalf of the MEMBERS;
- (d) making and entering into contracts to conduct and operate the POOL, including, but not limited to, the execution of an administrative agreement with the ADMINISTRATOR;

- (e) employing agents and employees on behalf of the POOL;
- (f) establishing and adopting requirements for membership in the POOL, including, but not limited to, a potential member's commitment to certain wellness initiatives to be identified by the BOARD and/or the ADMINISTATOR;
- (g) approving new MEMBERS;
- (h) terminating the participation of existing MEMBERS;
- (i) approving and amending the annual budget of the POOL;
- (j) resolving disputes over the SCOPE OF COVERAGE provided by the POOL;
- (k) approving educational and other programs relating to risk reduction;
- (l) approving reasonable and necessary loss reduction and preventive procedures to be followed by all MEMBERS;
- (m) approving each MEMBER'S FUNDING RATE (as that term is defined in Section 7.01 hereof);
- (n) establishing rules and regulations regarding the payment of FUNDS from the POOL as shall from time to time seem appropriate or necessary, including the payment of reasonable expenses related to the administration of the POOL;
- (o) establishing and adopting policies for the administration of the POOL and/or the management and investment of the FUNDS, including, but not limited to investment and mandatory reserve policies as well as policies for pricing and rating;
- (p) investing POOL FUNDS;
- (q) providing surety and/or fidelity bonds for DIRECTORS and all persons charged with the custody or investment of POOL FUNDS;
- (r) purchasing directors and officers, errors and omissions and such other insurance coverage for the benefit of the POOL and its DIRECTORS as the BOARD shall deem necessary, appropriate or desirable;
- (s) hiring an independent actuary who shall be a member of the American Academy of Actuaries (the "ACTUARY") as well as a certified public accountant ("CERTIFIED PUBLIC ACCOUNTANT" or "CPA") to perform duties required by the ACT or otherwise by the BOARD;
- (t) hiring independent-legal counsel to provide services to the BOARD and POOL, as necessary;

(u) establishing one or more bank accounts, which may include establishing a trust(s) with the trust department(s) of one or more National bank(s), to collect premiums, pay claims and otherwise to manage and account for all POOL FUNDS;

(v) requiring the ADMINISTRATOR to provide evidence of coverage satisfactory to the BOARD with respect to stop-loss and/or any other kind of insurance purchased by the ADMINISTRATOR for the benefit of the POOL; and

(w) determining whether the POOL has any SURPLUS FUNDS and, if so, how such SURPLUS FUNDS shall be utilized for the operation of the POOL and/or shall be distributed to MEMBERS, in accordance with the terms of this AGREEMENT.

The coverage, limits, deductibles and other terms of the health care benefits (the "SCOPE OF COVERAGE") to be provided by the POOL are described in documents maintained by the BOARD and incorporated herein by this reference. From time to time, the BOARD may revise the SCOPE OF COVERAGE as it deems necessary or appropriate.

The BOARD may delegate one or more of its duties to one or more committees established under Section 4.05, with oversight and approval retained by the BOARD.

Section 4.08. Voting; Proxies. Each DIRECTOR shall be entitled to one vote on each matter voted upon by the BOARD, except that the Chairman shall have an additional vote in the event of a tie. A DIRECTOR may be represented and may vote by a proxy appointed by an instrument in writing signed by the DIRECTOR and confirmed by the MEMBER which elected such DIRECTOR, but such instrument must be filed with the Secretary of the meeting before the person holding the proxy shall be allowed to vote.

The BOARD may include in any process or procedure for administering the POOL, including voting, the use of alternative media, including, but not limited to, telephonic, facsimile, computer or other such electronic means as available. Use of alternative media shall be deemed to satisfy any requirements of the POOL or this AGREEMENT requiring a "written" document or an instrument signed "in writing" to the extent permissible under the ORC, or the Internal Revenue Code of 1986, as amended, if applicable.

Section 4.09. Quorum. A quorum of the BOARD shall consist of fifty percent (50%) of the DIRECTORS. Except as provided in Section 11.09 below, the affirmative vote of a majority of the DIRECTORS present at a meeting at which a quorum is present shall be the vote of the BOARD.

ARTICLE FIVE ADMINISTRATOR

Section 5.01. Contract. The BOARD shall contract with an ADMINISTRATOR and delegate to such ADMINISTRATOR some or all of its contractual powers and duties (set forth in Article Four above), as the BOARD shall deem advisable.

Section 5.02. Annual Report. The BOARD shall require the ADMINISTRATOR to prepare and present to the BOARD an annual report regarding the condition of the POOL, within 90 days after each calendar year end. The report shall be in such form and include such information as is prescribed by, or acceptable to, the BOARD. The report may be consolidated with the ADMINISTRATOR'S budget recommendation required by Section 6.02 hereof.

ARTICLE SIX POOL FUNDS

Section 6.01. Establishment of the Funds(s). The BOARD shall establish one or more FUNDS which shall consist of MEMBER CONTRIBUTIONS in amounts it deems sufficient to annually fund the administrative expenses of the POOL; to purchase excess insurance, stop-loss insurance or reinsurance for the POOL; to pay current year claims and claim expenses and to establish and maintain sufficient reserves. At or about the close of any three-year TERM hereunder, the BOARD may also establish one or more FUNDS, which may consist of MEMBER CONTRIBUTIONS and/or any existing SURPLUS FUNDS, in amounts it deems appropriate to fund the claims, claims expense and other costs and expenses associated with the termination and run-off of the three-year TERM then ending.

Section 6.02. Budget. No later than October 1 in each POOL year, the ADMINISTRATOR shall prepare and submit to the BOARD an estimate of the budget of the POOL for the succeeding calendar year. If the budget is acceptable to the BOARD, the BOARD shall approve such budget in the manner established in Article Four.

Section 6.03. Pool Contribution Factor. The POOL CONTRIBUTION FACTOR for each MEMBER of the POOL shall be as follows:

Number of Employees and Officers Insured by the MEMBER	Percentage of Adjustment Related to the MEMBER'S Loss Experience	Percentage of Adjustment Related to the POOL'S Loss Experience
50-99	20%	80%
100-124	30%	70%
125-149	40%	60%
150-199	50%	50%
200-299	60%	40%
300 +	80%	20%

With respect to those MEMBERS whose number of insured employees and officers is fewer than 50, all such MEMBERS shall be treated as a single group (the

“SMALL MEMBER GROUP”). The POOL CONTRIBUTION FACTOR for each MEMBER in the SMALL MEMBER GROUP shall be determined by adding all employees and officers insured by all MEMBERS in the SMALL MEMBER GROUP, and by then applying the percentages shown in the chart shown above to that total. Such determination shall be reviewed at the conclusion of each TERM in order to determine whether any MEMBER should be removed from or return to the SMALL MEMBER GROUP, as well as the POOL CONTRIBUTION FACTOR to be applied for the upcoming TERM.

Each POOL CONTRIBUTION FACTOR shall remain constant for the entire life of the POOL, subject to change only as provided in Section 11.09 hereof. Notwithstanding the above, the BOARD shall have the authority to use reasonable discretion in the consideration of extenuating circumstances that may apply to any MEMBER in the determination and application of the appropriate POOL CONTRIBUTION FACTOR for such MEMBER. Further, the BOARD may develop and adopt policies regarding pricing and rates for MEMBERS, and particularly new NON-VESTED MEMBERS (as provided in Section 4.07(o)), based on the prior status of such MEMBER's benefit programs (e.g., fully-insured, self-funded with run-out claims liability, self-funded without run-out claims liability etc.).

Additionally, and notwithstanding anything contained in this AGREEMENT elsewhere to the contrary, the MEMBERS in the SMALL MEMBER GROUP shall be treated as if they were a single MEMBER not only for purposes of determining their POOL CONTRIBUTION FACTOR, but also for purposes of allocating and distributing SURPLUS FUNDS, establishing the FUNDING RATE for the SMALL MEMBER GROUP and determining and assessing supplemental payments to the POOL under Article Seven of the AGREEMENT. In each such case, the MEMBER'S rights and/or liabilities within the SMALL MEMBER GROUP shall be determined by dividing (a) the number of employees and officers insured by the MEMBER by (b) the total number of all employees and all officers insured by all MEMBERS within the SMALL MEMBER GROUP, and applying that fraction to each such MEMBER as the BOARD shall deem appropriate under the circumstances.

Except as otherwise provided in this Section 6.03, the MEMBERS in the SMALL MEMBER GROUP shall be treated as separate and distinct MEMBERS for all other purposes under the AGREEMENT. The BOARD shall have the authority to interpret this AGREEMENT to resolve any conflicts or issues arising out of the creation of the SMALL MEMBER GROUP and the allocation of any rights and liabilities to each MEMBER within the SMALL MEMBER GROUP.

Section 6.04. Mandatory Reserve. The BOARD shall establish a mandatory reserve for the purposes of protecting the FUND from future losses and maintaining fiscal solvency. This reserve shall be set aside for contingencies and potential unforeseen liabilities such as a spike in claims payments in excess of expected claims. The BOARD will adopt a Mandatory Reserve Policy which will outline mandatory reserve targets. For purposes of a NON-VESTED MEMBER, the pricing of such reserve amount will be phased in over the first two years of the NON-VESTED MEMBER's participation in the POOL. Should additional CONTRIBUTIONS be required to achieve the reserve funding

target, the BOARD shall determine a reserve surcharge for MEMBERS to be included in the MEMBERS' CONTRIBUTIONS.

Section 6.05. Surplus Funds. In the event that MEMBER CONTRIBUTIONS exceed claims and expenses for the FUND, the BOARD, shall first apply the SURPLUS FUNDS to the mandatory reserve. Should the reserve exceed the BOARD'S established funding target, the BOARD may, in its sole discretion, apply SURPLUS FUNDS toward the CONTRIBUTIONS of MEMBERS for any subsequent year, and/or fund any other necessary and proper cost, liability and/or expense of the POOL. Additionally, the BOARD may refund to its MEMBERS all or some portion of the excess payments, if any, made by its MEMBERS to the POOL, which reimbursement may be based on each MEMBER'S and the POOL'S loss experience and such other factors as the BOARD deems appropriate under the circumstances. The BOARD shall determine the amount of SURPLUS FUNDS, if any, as of December 31 of each year hereunder on or before April 1 in each succeeding year, and shall promptly communicate this information to each MEMBER.

Section 6.06. Purchase of Stop-Loss Insurance. The BOARD shall continue to consider appropriate risk management products or services that could limit the financial liability to the POOL. The BOARD shall also investigate the purchase of specific stop-loss coverage, and upon the termination of the POOL, the availability of insurance to cover the terminal liabilities of the withdrawing MEMBERS, and shall purchase such coverage if deemed to be in the best interests of the MEMBERS at that time. The BOARD may, in its discretion, create sub-pools for the allocation of the costs for any purchased stop-loss coverage, with such factors to be reviewed on an actuarial basis, and applied each TERM.

Section 6.07. Actuarial and Financial Reports. The BOARD shall require the ACTUARY and the CPA to prepare and deliver to the BOARD the report(s) required by the ACT.

ARTICLE SEVEN FUNDING SCOPE OF RISK SHARING PROTECTION

Section 7.01. Monthly Payments. On or before October 1 in each year, the BOARD (after consultation with its ADMINISTRATOR, its ACTUARY or such other persons as the BOARD may deem necessary, or appropriate) shall calculate the expected costs ("EXPECTED COSTS") for the POOL for the next calendar year. EXPECTED COSTS shall include anticipated claims costs and fixed and administrative costs associated with the operation of the POOL, including premiums for stop-loss insurance, excess insurance and directors and officers' liability insurance, errors and omissions insurance and fees for its ADMINISTRATOR, ACTUARY, CPA and legal counsel. After calculating EXPECTED COSTS and on or about October 1 in each year, the BOARD shall determine each MEMBER'S FUNDING RATE ("FUNDING RATE") for the immediately following calendar year. A MEMBER'S FUNDING RATE shall be determined with reference to the number of employees and officers of the MEMBER who are covered by the POOL as of September 1, the loss experience of the MEMBER

and the MEMBER'S POOL CONTRIBUTION FACTOR. FUNDING RATES shall be established so as to enable the POOL to satisfy its EXPECTED COSTS, as well as any additional funding deemed necessary or appropriate by the BOARD. By way of example, the BOARD may establish FUNDING RATES to provide funds in excess of EXPECTED COSTS in order to establish reserves for future POOL year operations.

FUNDING RATES shall be paid monthly by MEMBERS, and payment must be received by the POOL on or before the 15th of each month hereunder with no grace period whatsoever. Thereafter, payment is subject to a 5% penalty with the interest of 1½% per month or portion thereof.

Section 7.02. Assessments. From time to time, the BOARD may require that MEMBERS make supplemental payments to the POOL for any necessary or appropriate purpose where there is reasonable concern that FUNDS then available to the POOL (whether through surplus, monthly payments of FUNDING RATES, stop-loss coverage, reinsurance or otherwise) will not be sufficient to meet the responsibilities of the POOL; provided, however, that the total of such supplemental payments and all payments under Section 7.01 hereof in any year shall not exceed two hundred percent (200%) of the EXPECTED COSTS for that POOL year. The BOARD may assess supplemental payments from MEMBERS, including withdrawn or terminated MEMBERS (related to their period of membership in the POOL), for any one or more years of their membership. All assessments for supplemental payments shall be made proportionately among the MEMBERS of the POOL for the year as to which the assessment relates, in direct relation to each MEMBER'S FUNDING RATE for that year.

MEMBERS shall be responsible for supplemental payments during the life of the POOL and any later period when claims or expenses need to be paid which are attributable to any year of membership during which the event causing the expenses or claims requiring the supplemental payments occurred.

Section 7.03. Member Responsibility for Losses and Deficiencies.

(a) In the event that the losses of the POOL in any year exceed amounts paid to the POOL under Sections 7.01 and 7.02, together with all stop-loss, reinsurance and other coverage then in effect, then the payment of any uncovered losses shall be covered by the POOL and such losses shall be allocated to the MEMBERS as part of the POOL CONTRIBUTION FACTOR described in Section 6.03.

(b) In the event that the administrative costs and expenses of operating the POOL exceed the FUNDS available therefor, including but not limited to amounts available to the POOL by assessment under Section 7.02, then the BOARD may assess the MEMBERS for such deficiency. All such assessments shall be made proportionately among the MEMBERS for the year, as to which the assessment relates, in direct relation to each MEMBER'S FUNDING RATE for that year.

Section 7.04. Payment of Assessments. Each MEMBER shall promptly pay all assessments hereunder, and in each case no later than the forty-fifth (45th) day after the BOARD has given the MEMBER written notice of the assessment, with no grace period

whatsoever. Thereafter, payment is subject to a 5% penalty with the interest of 1½% per month or portion thereof.

ARTICLE EIGHT MEMBER'S WITHDRAWAL OR TERMINATION

Section 8.01. Withdrawal.

(a) A VESTED MEMBER, or a NON-VESTED MEMBER that has completed its membership requirement as described in Section 3.06, may withdraw from the POOL by giving prior written notice to the POOL no later than October 1 of the year in which membership is to cease. The MEMBER'S withdrawal shall be effective as of 11:59 p.m., local Columbus, Ohio time, on December 31 in the year in which such notice is given; provided, however, that the MEMBER shall remain liable thereafter for any assessments which the BOARD may make under Sections 7.02 and/or 7.03. At and after the effective time of withdrawal, the withdrawing MEMBER shall be wholly and solely responsible for providing health care (and other, if any) benefits that previously had been provided by the POOL, including but not limited to any and all IBNR and/or terminal liabilities related to its prior POOL participation, to the extent such expenses exceed the total of the MEMBER's CONTRIBUTIONS for the last three months as an active MEMBER, and the POOL shall have absolutely no liabilities to the MEMBER in that regard.

(b) No withdrawing MEMBER shall have any rights whatsoever to participate in a distribution of the SURPLUS FUNDS of the POOL, whether then or any time thereafter.

Section 8.02. Termination. Upon a vote of the BOARD taken in accordance with Article Four and upon five days' written notice, a MEMBER'S participation may be terminated if such MEMBER materially breaches or violates any of the terms of this AGREEMENT. Without limiting the generality of the foregoing, the failure of a MEMBER to promptly make payments to the POOL in complete conformity with the provisions of Article Seven shall be deemed to be a material breach and violation of this AGREEMENT which warrants termination. Upon termination, the terminated MEMBER shall (a) remain liable for any and all amounts remaining due and unpaid under Article Seven, (b) have no rights whatsoever to share in any SURPLUS FUNDS then and/or at any time thereafter, and (c) effective as of 11:59 p.m., local Columbus, Ohio time, on the effective date of termination as outlined in the written notice provided to the MEMBER, the terminated MEMBER shall be wholly and solely responsible for providing health care (and other, if any) benefits that previously had been provided by the POOL, including, but not limited to, any and all IBNR and/or terminal liabilities related to its prior POOL participation, to the extent such expenses exceed the total of the MEMBER's CONTRIBUTIONS for the last three months as an active MEMBER, and the POOL shall have absolutely no liabilities to the MEMBER in that regard.

ARTICLE NINE TERMINATION OF POOL

Section 9.01. Termination. This AGREEMENT may be terminated only by the written agreement of no less than two-thirds (2/3) of all MEMBERS. After a vote to terminate the POOL, the BOARD shall wind-up the POOL'S business as quickly as practicable, but in any event shall complete this process no later than 12 months after the termination date. During such period, the POOL shall continue to pay all claims and expenses until the POOL FUNDS are exhausted.

After payment of all claims and expenses, or upon the termination of the 12-month period, any remaining SURPLUS FUNDS held by the POOL shall be paid to the MEMBERS of the POOL who are MEMBERS as of the termination date. The BOARD shall determine the manner in which such SURPLUS FUNDS shall be distributed, and shall consider (a) the percentage relationship which each MEMBER'S CONTRIBUTIONS to the POOL for the prior three calendar years of the POOL bears to all MEMBERS' CONTRIBUTIONS to the POOL for that same period and (b) the loss experiences of each MEMBER for the prior three calendar years of the POOL. If, after the payment of all claims and expenses, or upon the termination of the 12-month period, the POOL'S funds are not sufficient to pay claims and expenses, the payment of any uncovered losses shall revert to and be the sole obligation of the individual MEMBERS against which the claims or expenses were made, and the BOARD shall assess such MEMBERS for the full amount owed.

The POOL, through the BOARD, may require that MEMBERS provide written documentation satisfactory to the BOARD, in its sole judgment, that such MEMBER has the requisite capacity and authority, and has obtained all required approvals, to vote on any matter contemplated by this Section 9.01.

The POOL shall not be responsible for any claims filed after the 12-month period. MEMBERS shall remain obligated to make payments to the POOL pursuant to Article Seven related to periods prior to the termination date.

ARTICLE TEN INDEMNIFICATION

Section 10.01. Indemnification. Subject to the determination required by Section 10.03 below, the POOL shall indemnify any officer or DIRECTOR of the POOL who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the POOL), against expenses (including, without limitation, reasonable attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by the officer or DIRECTOR in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the POOL, and with respect to any criminal action or proceeding, he had no reasonable cause

to believe his conduct was unlawful. A person claiming indemnification under this Section 10.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the POOL, and with respect to any criminal matter, to have had no reasonable cause to believe his conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

Section 10.02. Court-Approved Indemnification. Anything contained in this AGREEMENT or elsewhere to the contrary notwithstanding:

(a) the POOL shall not indemnify any officer or DIRECTOR of the POOL who was a party to any completed action or suit instituted by or in the right of the POOL to procure a judgment in its favor by reason of the fact that he is or was a DIRECTOR, officer, employee or agent of the POOL, in respect of any claim, issue or matter asserted in such action or suit as to which he shall have been adjudged to be liable for acting with reckless disregard of the best interests of the POOL or misconduct (other than negligence) in the performance of his duty to the POOL unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, he is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

(b) the POOL shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 10.02.

Section 10.03. Determination Required. Any indemnification provided for under Section 10.01 and not precluded under Section 10.02 shall be made by the POOL only upon a determination that such indemnification of the officer or DIRECTOR is proper in the circumstances because he has met the requirements set forth in Section 10.01. Such determination may be made only (a) by a majority vote of a quorum consisting of DIRECTORS of the BOARD who were not and are not parties to, or treated with, any such action, suit or proceeding, or (b) if such a quorum is not obtainable or if a majority of a quorum of disinterested DIRECTORS so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the POOL or any person to be indemnified, within the past five years, or (c) by the court in which such action, suit or proceeding was brought, if any.

Section 10.04. Advances for Expenses. Expenses (including, without limitation, reasonable attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 10.01 shall be paid by the POOL in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer or DIRECTOR promptly as such expenses are incurred by him, but only if such officer or DIRECTOR shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or

proceeding in defense of which he shall not have been successful on the merits or otherwise:

(a) if it shall ultimately be determined as provided in Section 10.03 that he is not entitled to be indemnified by the POOL as provided under Section 10.01; or

(b) if, in respect of any claim, issue or other matter asserted by or in the right of the POOL in such action or suit, he shall have been adjudged to be liable for acting with reckless disregard of the best interests of the POOL or misconduct (other than negligence) in the performance of his duty to the POOL, unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, he/she is fairly and reasonably entitled to all or part of such indemnification.

Section 10.05. Article Ten Not Exclusive. The indemnification provided by this Article Ten shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled, and shall continue as to a person who has ceased to be an officer or DIRECTOR of the POOL and shall inure to the benefit of the heirs, executors, executors, and administrators of such a person.

ARTICLE ELEVEN MISCELLANEOUS

Section 11.01. Ohio Law Governs. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Ohio.

Section 11.02. Enabling Action by Members. If any action requiring the vote, consent or approval of any or all MEMBERS of the POOL is required in order to make permissible or lawful any actions contemplated by this AGREEMENT, each DIRECTOR will vote for such action on behalf of its MEMBER.

Section 11.03. Counterparts. This AGREEMENT and any amendment hereto may be executed in one or more counterparts, each of which shall be deemed to be an original, but all counterparts taken together shall constitute one and the same AGREEMENT.

Section 11.04. Severability. The invalidity or unenforceability of any provision of this AGREEMENT in any particular respect shall not affect the validity and enforceability of any other provision of this AGREEMENT or of the same provision in any other respect.

Section 11.05. Captions. All captions used in this AGREEMENT are for convenience or reference only, do not form a substantive part of this AGREEMENT and shall not restrict or enlarge any substantive provision of this AGREEMENT.

Section 11.06. Notices. All notices and other communications required or permitted under this AGREEMENT shall be in writing and shall be mailed by regular U.S. mail, postage prepaid, or otherwise delivered by hand or by messenger, addressed (a) if to a MEMBER, to the DIRECTOR representing that MEMBER at such DIRECTOR'S address set forth on the last page of this AGREEMENT or at such other address as the MEMBER or DIRECTOR shall have furnished to the POOL in writing or (b) if to the POOL, at the POOL address set forth on the last page of this AGREEMENT and addressed to the attention of the Secretary of the POOL or at such other address as the POOL shall have furnished to the MEMBERS in writing. Each such notice or other communication shall for all purposes of this AGREEMENT be treated as effective or having been given (a) when delivered, if delivered personally or (b) if sent by mail, when deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed in compliance with this Section 11.06.

Notwithstanding the foregoing, the parties may elect to use alternative media for the purpose of providing such notices and communications, including, but not limited to, facsimile, computer or other such electronic means as are available, provided that any method used shall include a confirmation statement or receipt providing evidence that such transmission was received by the intended recipient.

Section 11.07. Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties hereto in respect of the subject matter of this AGREEMENT, and this AGREEMENT supersedes all prior and contemporaneous agreements between the parties hereto in respect of the subject matter of this AGREEMENT.

Section 11.08. Pronouns; Gender. All pronouns and any variations thereof used in this AGREEMENT to refer to any person or persons shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

Section 11.09. Amendment. This AGREEMENT may be amended only by the written agreement of no less than two-thirds (2/3) of all MEMBERS. The POOL, through the BOARD, may require that MEMBERS provide written documentation satisfactory to the BOARD, in its sole judgment, that such MEMBER has the requisite capacity and authority, and has obtained all required approvals to vote on any matter contemplated by this Section 11.09.

Section 11.10. Other Instruments. The MEMBERS agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this AGREEMENT.

Section 11.11. Non-Waiver. No failure by either party to this AGREEMENT to insist upon strict compliance with any term of this AGREEMENT, or to enforce any rights or seek any remedy upon any default of the other party, shall affect, or constitute a waiver of, the other party's right to insist upon such strict compliance, enforce that right or seek that remedy with respect to that default or any prior, contemporaneous or subsequent default; nor shall any custom or practice of the parties at variance with any

provision of this AGREEMENT affect, or constitute a waiver of, either party's right to demand strict compliance with all provisions of this AGREEMENT.

Section 11.12. Review by Legal Counsel. MEMBER recognizes that it is in its best interest to have this AGREEMENT reviewed by legal counsel to ensure that the POOL is suitable and appropriate for MEMBER.

IN WITNESS WHEREOF, this AGREEMENT was executed on the _____ day of _____, 2021 by the undersigned duly authorized officer of the MEMBER indicated below:

ACCEPTED FOR THE CENTRAL
OHIO HEALTH CARE
CONSORTIUM:

By: _____
Title: _____

Address: _____

MEMBER:

By: _____
Title: _____

Address: _____

ORDINANCE C-80-21

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR WHICH THE CITY OF GROVE CITY MUST PROVIDE DURING THE TWELVE MONTHS ENDING DECEMBER 31, 2022

WHEREAS, appropriations are required effective January 1, 2022 to provide for the current expenses and other expenditures associated with the operations of the City for the fiscal year ending December 31, 2022.

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

SECTION 1. The following appropriations are hereby made in the General Fund (100):

Department	#	Personal Services	All Other	2022 Budget Request
CITY COUNCIL	100010	303,084	42,260	345,344
ADMINISTRATION	100030	589,247	68,197	657,444
FINANCE	100040	479,547	686,910	1,166,457
LAW	100050	0	651,000	651,000
POLICE	100070	10,396,920	1,489,100	11,886,020
COMMUNICATIONS	100071	1,952,720	109,200	2,061,920
MAYOR'S COURT	100072	301,316	155,443	456,759
BUILDING	100080	1,326,861	158,350	1,485,211
LANDS & BUILDINGS	100090	2,213,720	3,552,202	5,765,922
PARKS & REC.	100100	957,457	682,250	1,639,707
FLEET MAINTENANCE	100110	267,949	148,367	416,316
GENERAL GOV.	100120	651,163	13,037,690	13,688,853
HEALTH	100160	0	515,000	515,000
INFORMATION TECH	100250	1,220,131	1,833,507	3,053,638
COMMUNITY RELS	100260	203,053	149,100	352,153
HUMAN RESOURCE	100270	113,751	115,500	229,251
DEVELOPMENT	100310	783,332	475,550	1,258,882
GENERAL FUND		21,760,251	23,869,626	45,629,877

SECTION 2. The following appropriations are hereby made in the following funds:

Department	#	Personal Services	All Other	2022 Budget Request
STREET	101400	1,815,952	818,057	2,634,009
STATE HIGHWAY	102000	0	175,000	175,000
POLICE PENSION	103000	1,525,132	25,000	1,550,132
GENERAL RECREATION	104000	944,934	495,500	1,440,434
CITY PERMISSIVE MVL	105000	0	322,000	322,000
COUNTY PERMISSIVE MVL	106000	0	100,000	100,000
SENIOR NUTRITION	108000	0	20,000	20,000
DRUG LAW ENF	109000	0	95,340	95,340
COMMUNITY DEV.	112600	167,272	723,250	890,522
COMM. ENVIRONMENT	113000	0	136,700	136,700
LAW ENFORCE. ASSIST	114000	0	10,000	10,000
ENFORCEMENT & ED	115000	0	10,000	10,000
COURT COMPUTER	120000	0	34,075	34,075
BIG SPLASH	125700	0	305,375	305,375
BOND RETIREMENT	201000	0	2,609,755	2,609,755
BUCKEYE TIF	202000	0	3,637,463	3,637,463

PINNACLE TIF	203000	0	4,214,550	4,214,550
ROCKFORD TIF	136000	0	690,000	690,000
SR665 TIF	204000	0	951,320	951,320
LUMBERYARD TIF	205000	0	323,100	323,100
BEULAH PARK TIF	206000	0	5,000	5,000
CAPITAL IMPROVEMENTS	305000	0	21,359,043	21,359,043
RECREATION DEVELOP.	306000	0	502,860	502,860
WORKERS COMP.	401000	0	272,000	272,000
WATER	501000	0	629,350	629,350
SEWER	502800	560,672	989,360	1,550,032
DEPOSIT TRUST	601000	0	2,000,000	2,000,000
CONVENTION BUREAU	609000	0	450,000	450,000
SCIOTO TOWNSHIP JEDD	620000	0	1,400,000	1,400,000
TOTALS		5,013,962	43,304,098	48,318,060

SECTION 3. The Director of Finance is hereby authorized to issue his check against the appropriate city account for the amount appropriated and for the purpose stated in this ordinance upon receiving the proper certificate and vouchers therefore approved by an officer authorized by law to approve same or authorized by an ordinance of Council to make expenditures.

SECTION 4. The salary for the Administrative Assistant shall be determined by the Mayor within the range of \$147,000.00 - \$187,000 and shall be \$172,000 for the period January 1, 2022 to December 31, 2022, and the salary for the Clerk of Council shall be \$97,533 for the period January 1, 2022 to December 31, 2022. The Clerk of Council shall receive one additional pay of \$2,758, representing 2021 retroactive pay. They shall receive the same benefits outlined in Chapter 161 of the Codified Ordinances.

SECTION 5. The Convention Bureau appropriation of \$450,000 shall be distributed to Visit Grove City.

SECTION 6. This ordinance shall go into effect at the earliest opportunity allowed by law, with appropriation amounts being effective January 1, 2022.

Christine Houk, President of Council

Passed:
Effective

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance