

GROVE CITY, OHIO COUNCIL

LEGISLATIVE AGENDA

October 07, 2019

6:30 - Caucus

7:00 – Reg. Meet.

PRESENTATIONS: Visit Grove City

LANDS: Mr. Schottke

- | | |
|--------------------------|---|
| <u>Ordinance C-40-19</u> | Approve the Rezoning of 1260, 1270 & 1280 Stringtown Road from SF-1 (residential) to C-2 (commercial). Second reading and public hearing. |
| <u>Ordinance C-43-19</u> | Accept the Annexation of 0.905 acres located North of Big Run Road and East of Demorest Rd. Second reading and public hearing. |
| <u>Ordinance C-44-19</u> | Approve a Special Use Permit for a Drive-Thru for Taco Bell located at 3340 Broadway. Second reading and public hearing. |
-

SAFETY: Mr. Davis

- | | |
|--------------------------|--|
| <u>Ordinance C-46-19</u> | Enact Chapter 376 of the Codified Ordinances of Grove City Ohio titled “Operation Restricted for Low-Speed and Under-Speed Vehicles”. Second reading and public hearing. |
| <u>Ordinance C-47-19</u> | Amend Section 1131.03 of the Codified Ordinances of Grove City Ohio to Define “Stockade or Palisade Fence”. Second reading and public hearing. |
-

SERVICE: Mr. Berry

- | | |
|----------------------------|---|
| <u>Ordinance C-54-19</u> | Amend Various Sections of Chapter 143 of the Codified Ordinances titled Historical Commission. First reading. |
| <u>Resolution CR-45-19</u> | Amend Exhibit “A” of Resolution CR-37-19 to Incorporate the Skilled Labor Award Criteria. |
-

FINANCE: Ms. Houk

- | | |
|--------------------------|--|
| <u>Ordinance C-48-19</u> | Appropriate \$20,000.00 from the Rockford Tax Increment Equivalent Fund for the Current Expense of Borror Road Improvements. Second reading and public hearing. |
| <u>Ordinance C-49-19</u> | Enact Section 139.07 of the Codified Ordinances of the City of Grove City titled Schedule of Fees. Second reading and public hearing. |
| <u>Ordinance C-50-19</u> | Authorize the City Administrator to Exercise the Option set forth in Section II(D) of the Development Agreement approved by Ordinance C-23-19 to Purchase Property within the Beulah Park Area for a New School site and Authorizing a Note of the City to finance the acquisition of such Real Property Interests and other documents related thereto. Second reading and public hearing. |
| <u>Ordinance C-51-19</u> | Authorize the Purchase of Property within the Beulah Park Area for a New School Site; Appropriate \$100,000.00 from the General Fund for said purchase and related expenses; and Authorizing a Note of the City to Finance the Acquisition of such Real Property Interests and other documents related thereto. Second reading and public hearing. |
| <u>Ordinance C-52-19</u> | Authorize the Purchase of Properties within the Beulah Park Area for a New School Site and Appropriate \$406,000.00 from the General Fund for said Purchase and related expenses. Second reading and public hearing. |

Finance: Ordinance C-53-19 Authorize the City Administrator to enter into an Agreement with the South-Western City School District for the Development of a New School Site in the City and for Use of the Brookpark Middle School Site. Second reading and public hearing.

Resolution CR-46-19 Authorizing the Use of Public Funds for the planting of Trees on Private Property; Declaring it to be a Public Purpose; and Authorizing the City Administrator to enter into Agreements with Private Owners to maintain such trees.

ON FILE: Minutes of: 09/16/19 Council Meeting; 9/23/19 BZA

Executive Session – Litigation

Date: 08/13/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: C-40-19
1st Reading: 08/19/19
Public Notice: 08/20/19
2nd Reading: 10/07/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-40-19

AN ORDINANCE FOR THE REZONING OF 1260, 1270, AND 1280 STRINGTOWN ROAD FROM SF-1 TO C-2

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

WHEREAS, the Planning Commission approved the rezoning on August 06, 2019; and

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

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

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

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 469 and being Lots 1, 2 and 3 of "Miller's Stringtown Road Addition" a subdivision of record in Official Records, Plat Book 24, page 5, 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.

Steven R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

C-40-19

Exhibit "A"
Lot 1

May 30, 2019

DESCRIPTION OF 0.462 ACRE
BEING LOT 1 OF MILLER'S STRINGTOWN ROAD ADDITION
PLAT BOOK 24, PAGE 5, FRANKLIN COUNTY, OHIO
NORTH OF STRINGTOWN ROAD (WIDTH VARIES)
WEST OF JACKSON PIKE (S.R. 104 ~ 75' R/W)
CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey No. 469, being all of Lot 1 of "Miller's Stringtown Road Addition", a subdivision of record in Plat Book 24, Page 5 and being 0.462 acre of land described as Tract 2 in a deed to 5850 Ravine, LLC, of record in Instrument No. 201301230012061, all references herein being to the records located in the Recorder's Office, Franklin County, Ohio and being more particularly described as follows;

BEGINNING at the southeasterly corner of a 1.185 acre tract of land as described in a deed to EFS Holdings, LLC, of record in Instrument No. 201806050074325, also being a point in the northerly right-of-way line of Stringtown Road;

Thence **North 4° 46' 55" East**, along the easterly line of said 1.185 acre tract, a distance of **204.83 feet** to a point at a southerly corner of a 87.926 acre tract of land as described in a deed to Manheim Services Corporation, of record in Official Record 31643, Page 116;

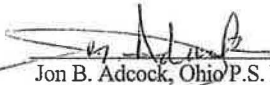
Thence **South 74° 43' 05" East**, along a southerly line of said 87.926 acre tract, a distance of **100.00 feet** to a point at the northwesterly corner of Lot 2 of said "Miller's Stringtown Road Addition" described as Tract 1 in deed to said 5850 Ravine, LLC;

Thence **South 4° 46' 55" West**, along the westerly line of said Lot 2, a distance of **204.83 feet** to a point in the northerly right-of-way line of said Stringtown Road;

Thence **North 74° 43' 05" West**, along said northerly right-of-way line, a distance of **100.00 feet** to the **PLACE OF BEGINNING** and containing **0.462 acre** of land.

Bearings herein are based on GPS observations from a previous survey, being the Ohio State Plane coordinate system, South Zone, North American datum of 1983.

This description was prepared by American Land Surveyors, LLC, by Jon B. Adcock, Ohio Licensed Professional Surveyor No. 8461 and is for zoning purposes only and is not intended to be used for a fee conveyance.

 5/30/19
Jon B. Adcock, Ohio P.S. No. 8461 Date



May 30, 2019

Lot 2

DESCRIPTION OF 0.462 ACRE
BEING LOT 2 OF MILLER'S STRINGTOWN ROAD ADDITION
PLAT BOOK 24, PAGE 5, FRANKLIN COUNTY, OHIO
NORTH OF STRINGTOWN ROAD (WIDTH VARIES)
WEST OF JACKSON PIKE (S.R. 104 ~ 75' R/W)
CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey No. 469, being all of Lot 2 of "Miller's Stringtown Road Addition", a subdivision of record in Plat Book 24, Page 5 and being 0.462 acre of land described as Tract 1 in a deed to 5850 Ravine, LLC, of record in Instrument No. 201301230012061, all references herein being to the records located in the Recorder's Office, Franklin County, Ohio and being more particularly described as follows;

BEGINNING at the southeasterly corner of Lot 1 as shown and delineated on said "Miller's Stringtown Road Addition" described as Tract 2 in a deed to 5850 Ravine, LLC, of record in Instrument No. 201301230012061, also being a point in the northerly right-of-way line of Stringtown Road;

Thence **North 4° 46' 55" East**, along the easterly line of said Lot 1, a distance of **204.83 feet** to a point in the southerly line of a 87.926 acre tract of land as described in a deed to Manheim Services Corporation, of record in Official Record 31643, Page I16;

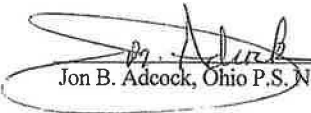
Thence **South 74° 43' 05" East**, along the southerly line of said 87.926 acre tract, a distance of **100.00 feet** to a point at the northwesterly corner of Lot 3 of said "Miller's Stringtown Road Addition" as described in a deed to 5850 Ravine, LLC, of record in Instrument No. 201511100159463;

Thence **South 4° 46' 55" West**, along the westerly line of said Lot 3, a distance of **204.83 feet** to a point in the northerly right-of-way line of said Stringtown Road;

Thence **North 74° 43' 05" West**, along said northerly right-of-way line, a distance of **100.00 feet** to the **PLACE OF BEGINNING** and containing **0.462 acre** of land.

Bearings herein are based on GPS observations from a previous survey, being the Ohio State Plane coordinate system, South Zone, North American datum of 1983.

This description was prepared by American Land Surveyors, LLC, by Jon B. Adcock, Ohio Licensed Professional Surveyor No. 8461 and is for zoning purposes only and is not intended to be used for a fee conveyance.

 5/30/19
Jon B. Adcock, Ohio P.S. No. 8461 Date





May 30, 2019

Lot 3

**DESCRIPTION OF 0.462 ACRE
BEING LOT 3 OF MILLER'S STRINGTOWN ROAD ADDITION
PLAT BOOK 24, PAGE 5, FRANKLIN COUNTY, OHIO
NORTH OF STRINGTOWN ROAD (WIDTH VARIES)
WEST OF JACKSON PIKE (S.R. 104 ~ 75' R/W)
CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO**

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey No. 469, being all of Lot 3 of "Miller's Stringtown Road Addition", a subdivision of record in Plat Book 24, Page 5 and being 0.462 acre of land as described in a deed to 5850 Ravine, LLC, of record in Instrument No. 201511100159463, all references herein being to the records located in the Recorder's Office, Franklin County, Ohio and being more particularly described as follows;

BEGINNING at the southeasterly corner of Lot 2 as shown and delineated on said "Miller's Stringtown Road Addition" described as Tract 1 in a deed to 5850 Ravine, LLC, of record in Instrument No. 201301230012061, also being a point in the northerly right-of-way line of Stringtown Road;

Thence **North 4° 46' 55" East**, along the easterly line of said Lot 2, a distance of **204.83 feet** to a point in the southerly line of a 87.926 acre tract of land as described in a deed to Manheim Services Corporation, of record in Official Record 31643, Page 116;

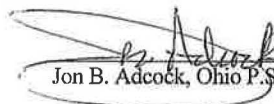
Thence **South 74° 43' 05" East**, along the southerly line of said 87.926 acre tract, a distance of **100.00 feet** to a point at the northwesterly corner of Lot 4 of said "Miller's Stringtown Road Addition" as described in a deed to 1220 Stringtown Road LLC, of record in Instrument No. 201705040060277;

Thence **South 4° 46' 55" West**, along the westerly line of said Lot 3, a distance of **204.83 feet** to a point in the northerly right-of-way line of said Stringtown Road;

Thence **North 74° 43' 05" West**, along said northerly right-of-way line, a distance of **100.00 feet** to the **PLACE OF BEGINNING** and containing **0.462 acre** of land.

Bearings herein are based on GPS observations from a previous survey, being the Ohio State Plane coordinate system, South Zone, North American datum of 1983.

This description was prepared by American Land Surveyors, LLC, by Jon B. Adcock, Ohio Licensed Professional Surveyor No. 8461 and is for zoning purposes only and is not intended to be used for a fee conveyance.

 5/30/19
Jon B. Adcock, Ohio P.S. No. 8461 Date





**AMERICAN
LAND
SURVEYORS**

**Focused
on
Excellence**

1346 Hemlock Court N.E.
Lancaster, Ohio 43130
(740) 654-0800 - Lancaster
(614) 837-0800 - Columbus
Contact: Brett Adcock

ZONING EXHIBIT

BEING LOT 2 OF MILLER'S STRINGTOWN ROAD ADDITION
PLAT BOOK 24, PAGE 5, FRANKLIN COUNTY, OHIO
VIRGINIA MILITARY SURVEY 469
JACKSON TOWNSHIP, FRANKLIN COUNTY, OHIO

VICINITY MAP:

BASIS OF BEARINGS:

BEARINGS HEREON ARE BASED
ON GPS OBSERVATIONS FROM A
PREVIOUS SURVEY, BEING THE
OHIO STATE PLANE COORDINATE
SYSTEM, SOUTH ZONE, NORTH
AMERICAN DATUM OF 1983.



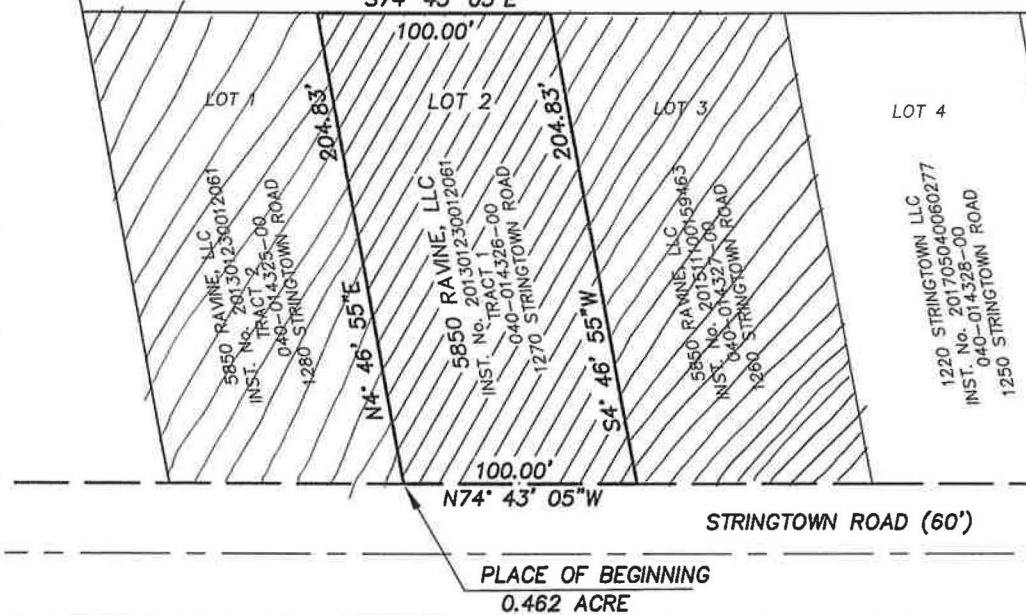
GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

MANHEIM SERVICES CORPORATION
O.R. 31643, PG. 116
87.926 ACRES
040-007339-00

S74° 43' 05"E



LEGEND:



AREA TO BE REZONED

SCALE: 1"=60'

SURVD	DRAW	CHECKED
BA	BA	BA

DATE 05/29/19 JOB# 19-041



BY [Signature] No. 1
REGISTERED SURVEYOR

Date: 09/10/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-43-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/07/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-43-19

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 0.905+ ACRES LOCATED NORTH OF BIG RUN ROAD AND EAST OF DEMOREST ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY, OHIO

WHEREAS, a petition for the annexation of 0.905+ acres, more or less, in Jackson Township was duly filed by Paul and Alina Romanov; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on July 02, 2019; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on July 17, 2019.

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

SECTION 1. The proposed annexation, as applied for in the petition of Paul and Alina Romanov being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on May 30, 2019 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on July 02, 2019, be and the same is hereby accepted.

Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 1388. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be SF-1, Single Family Residential, and shall be placed in Ward 1. A map is attached as "Exhibit B" and made a part hereof.

SECTION 3. The City Clerk be and she is hereby authorized and directed to make three copies of the ordinance to each of which will be attached a copy of the map showing this annexation, a copy of the original petition, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, a certificate as to the correctness thereof. The clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and such other things as may be required by law.

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

Steven R. Robinette, President of Council

C-43-19
Exhibit A

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

Description of a 0.905 acre tract for annexation purposes

By Self Date 4/14/19

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey Number 1388, and being a portion of a tract of land conveyed to Paul Romanov and Alina Romanov by Instrument No.201811160156200 and being more particularly described for annexation purposes as follows:

Beginning at a northeasterly corner of City of Grove City corporation line as established by Ordinance Number C-77-01 (Instr. 200112120289156) and a southerly line of City of Columbus corporation line as established by Ordinance Number 1881-02 (Instr.200303200080588), said point being the northeasterly corner of Lot 15 of Pine Grove Section 1 Phase 1 (P.B. 103, Pg. 40) and also the northwesterly corner of said Romanov;

thence S 85°17' E along the said City of Columbus corporation line and the southerly line of Reserve C of Big Run Ridge Section 2 Part 2 (P.B. 116, Pg.35) a distance of 101.10 feet to the northeasterly corner of said Romanov;

thence S 02°35' W leaving said corporation line a distance of 347.53 feet along the easterly property line of said Romanov to the northwesterly right-of-way of Big Run South Road;

thence S 53°40' W along said right-of-way a distance of 129.81 feet to said existing City of Grove City corporation line, being the westerly line of said Romanov and the easterly line of said Pine Grove subdivision;

thence N 02°35' E along said City of Grove City corporation line a distance of 432.86 feet to the point of beginning, containing approximately 0.905 acres of land, more or less.

All documents referenced herein are Franklin County Recorder's records.

The above description was prepared by Matthew L Campbell, P.S. 8546 of Campbell and Associates, Inc. in February of 2019 using the best available county records. The above description is not valid for transfer of real property, and is not to be utilized in place of a Boundary Survey as defined by the Ohio Administrative Code in Chapter 4733-37.

Property Address: 0 Big Run South Road, Grove City, OH 43123
Franklin County Parcel No. 160-001043-00



ANX-13-19



ANNEXATION PLAT

PROPOSED ANNEXATION OF 0.905 AC. OF A 1.000 AC. TRACT IN VMS 1388 FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

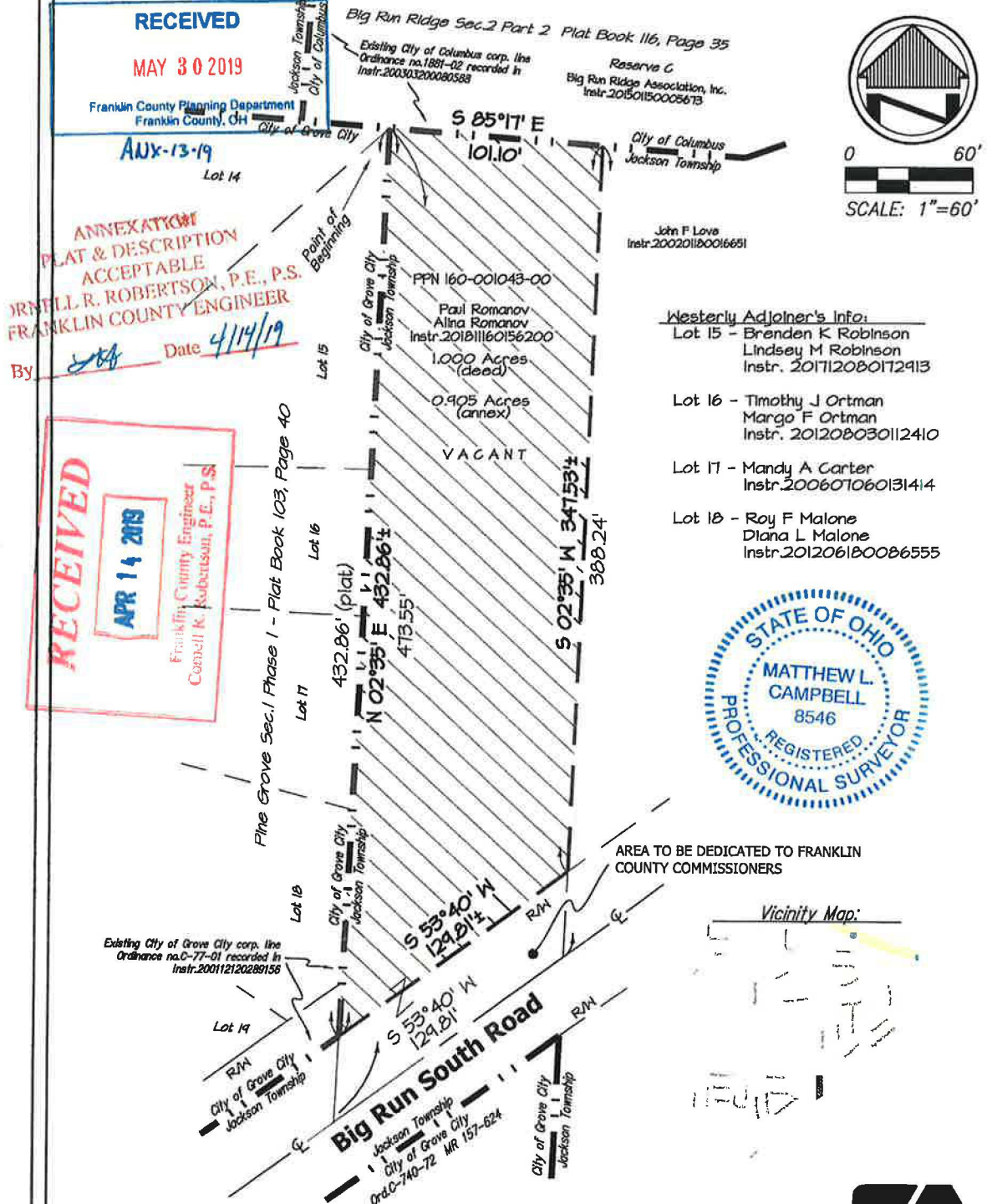
LEGEND

-  EXISTING CITY OF GROVE CITY CORPORATION LINE
-  PROPOSED CITY OF GROVE CITY CORPORATION LINE
-  AREA PROPOSED FOR ANNEXATION

ADDRESS OF SUBJECT PROPERTY:
0 BIG RUN SOUTH ROAD, GROVE CITY, OH 43123

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

TOTAL PERIMETER OF ANNEXATION IS 1011.30'± OF WHICH 432.86'± IS CONTIGUOUS WITH THE CITY OF GROVE CITY, RESULTING IN 42.8% OF PERIMETER CONTIGUITY.



NOTE: THIS MAP WAS PREPARED USING THE BEST AVAILABLE FRANKLIN COUNTY RECORDS AND WITHOUT THE BENEFIT OF A BOUNDARY SURVEY. ALL DIMENSIONS SHOWN HEREON ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF AS SHOWN ON THE RECORD PLAT.

MATTHEW L. CAMPBELL
CAMPBELL & ASSOCIATES, INC.

REG. NO. 8546

4-12-19
DATE

Property Address:
0 Big Run South Road
Grove City, OH 43123
Franklin County Parcel
160-001043-00

Job: CO155171

CA
CAMPBELL &
ASSOCIATES, INC.
Land Surveyors
(800)233-4117
www.campbellsurvey.com

Date: 09/11/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: C-44-19
1st Reading: 09/16/19
Public Notice: 9/17/19
2nd Reading: 10/07/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-44-19

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A DRIVE-THRU WINDOW FOR TACO BELL LOCATED AT 3340 BROADWAY

WHEREAS, Taco Bell, applicant, has submitted a request for a Special Use Permit for a Drive-Thru Window located at 3340 Broadway; and

WHEREAS, on September 03, 2019, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, with the following stipulation:

1. The base of the menu board shall be constructed of brick, or shall be landscaped in a way that the menu board pole is screened from view.

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

SECTION 1. A Special Use Permit, under Section 1135.09b(12)Aj is hereby issued to Bank of America, located at 3340 Broadway, contingent upon the stipulation set by Planning Commission.

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

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 9/11/19
Introduced By: Mr. Davis
Committee: Safety
Originated By: Mr. Smith
Sponsor: Mr. Schottke
Emergency: 30 Days
Current Expense: _____

No.: C-46-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/06/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-46-19

AN ORDINANCE TO ENACT CHAPTER 376 TITLED "OPERATION RESTRICTED FOR LOW-SPEED AND UNDER-SPEED VEHICLES" TO THE CODIFIED ORDINANCES OF GROVE CITY OHIO

WHEREAS, Section 4511.215 of the Ohio Revised Code grants municipalities the authority to regulate by ordinance the operation of low-speed and under-speed vehicles on public streets or highways under its jurisdiction; and

WHEREAS, the City is concerned with the safety of those operating low-speed, under-speed, and standard vehicles as well as pedestrians;

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

SECTION 1. Chapter 376 titled Operation Restricted for Low-Speed and Under-Speed Vehicles is hereby added and shall read:

376.01 DEFINITIONS

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

- (1) "Low-speed vehicle" is a three- or four-wheel motor vehicle with an attainable speed in one mile on a paved level surface of more than 20 miles per hour but not more than 25 miles per hour and with a gross vehicle weight rating less than three thousand pounds.
- (2) "Under-speed vehicle" is a three- or four-wheel vehicle, including a vehicle commonly known as a golf cart, with an attainable speed on a paved level surface of not more than 20 miles per hour and with a gross vehicle weight rating less than three thousand pounds.
- (3) "Street" or "highway" have the same meanings as in R.C. § 4511.01.

376.02 RESTRICTIONS

(a) No person shall operate a low-speed or under-speed vehicle upon any street or highway having an established speed limit greater than 35 miles per hour except as permitted in section (f).

(b) No person shall operate a low-speed or under-speed vehicle upon the following streets except as permitted in section (f):

- (1) **Broadway**
- (2) **Stringtown Road**
- (3) **London-Groveport Road**

(c) No person shall operate a low-speed or under-speed vehicle upon any street or highway without a valid driver's license and proof of financial responsibility in amounts equal to the requirements under Ohio Revised Code §4509.01(K).

(d) No person shall operate a low-speed or under-speed vehicle upon any street or highway with a speed limit of 35 miles per hour or lower, unless in compliance with the following provisions:

(1) The low-speed or under-speed vehicle shall be inspected by the Grove City Division of Police or other law enforcement agency that complies with inspection requirements established by the Department of Public Safety under R.C. § 4513.02 and listed below in section (e);

(2) The vehicle must successfully pass the required vehicle inspection, be registered in accordance with R.C. Chapter 4503, and be titled in accordance with R.C. Chapter 4505.

(e) In order to pass the inspection required under (d)(1), the low-speed or under-speed vehicle must include the following equipment:

(1) Adequate brakes and braking system;

(2) Properly working brake lights, head lights, tail lights, and turn signals;

(3) A properly working steering mechanism;

(4) A windshield to prohibit injury from roadway debris;

(5) A rearview mirror;

(6) A working horn, audible from not less than 200 feet;

(7) Front and rear license plates and a license plate light to make the rear plate legible from a distance of 50 feet; and

(8) Seatbelts for the driver and all passengers.

(f) Following inspection, the low-speed or under-speed vehicle shall maintain compliance with all of the equipment set forth in section (e).

(g) This section does not prohibit a person operating a low-speed or under-speed vehicle from proceeding across an intersection of a street or highway having a speed limit greater than 35 miles per hour or the streets listed in section (b).

(h) Except as otherwise provided in this division, whoever violates division (a), (b), (c), (d) or (f) of this section is guilty of a minor misdemeanor. If within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

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

Steven R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 9/11/19
Introduced By: Mr. Davis
Committee: Safety
Originated By: Mr. Smith
Sponsor: Mr. Schottke
Emergency: 30 Days:
Current Expense:

No.: C-47-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/06/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-47-19

AN ORDINANCE TO AMEND SECTION 1131.03 OF THE CODIFIED ORDINANCES TO DEFINE "STOCKADE OR PALISADE FENCE"

WHEREAS, the City is concerned with property values and aesthetic quality of development within the City; and

WHEREAS, the materials and form of fencing constructed within the City has an appreciable impact on property values and aesthetic quality of development within the City;

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

SECTION 1. The Codified Ordinances of the City of Grove City shall be amended by inserting the following between Sections 1131.03(71) and 1131.03(72):

(72) "Stockade or Palisade Fence" means a fence exceeding four (4) feet in height from surrounding grade and constructed with a row of large stakes of wood or other natural and permanent material, whether pointed or not, placed upright against each other and having more than fifty percent (50%) of the area of its vertical plane closed to light or air.

SECTION 2. Preexisting Sections 1131.03(72) through 1131.03(80) shall be renumbered to Sections 1131.03(73) through 1131.03(81).

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

Steven R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 10/01/19
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Boso
Sponsor: Mr. Berry
Emergency: 30 Days:
Current Expense:

No.: C-54-19
1st Reading: 10/07/19
Public Notice: 10/08/19
2nd Reading: 10/21/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-54-19

AN ORDINANCE TO AMEND VARIOUS SECTIONS OF CHAPTER 143 OF THE CODIFIED ORDINANCES OF THE CITY OF GROVE CITY TITLED HISTORICAL COMMISSION

WHEREAS, from time to time it is difficult to obtain a quorum for Historical Commission meetings; and

WHEREAS, current members felt that more members would be an asset to the Commission; and

WHEREAS, on July 11, 2019 the Historical Commission voted to increase its number from five (5) to seven (7) members; and

WHEREAS, the Historical Commission respectfully requests that Council amend the Codified Ordinances to allow for seven (7) members to this Commission.

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

SECTION 1. Section 143.02 is hereby amended, in part, as follows:

143.02 COMPOSITION; APPOINTMENTS; TERMS.

The Historical Commission shall be composed of five **seven (7)** electors **citizen members** of the community to be appointed by the Mayor to terms of three years, **with one member being an architect or related discipline and one being a preservationist, if available and otherwise satisfactory for service.** retroactive to January 1, 2013.

- (a) ~~Commission members shall be appointed initially for the following terms of office:~~
 - ~~(1) Three of the five appointed Commission members shall serve for a term of three years; and~~
 - ~~(2) Two of the five appointed Commission members shall serve for a term of two years.~~
- ~~(b) When an initial term of office expires, each new Commission appointment is for a term of three years.~~
- ~~(c) Within 30 days~~ Following the expiration of the term of any appointed Commission member, a successor shall be appointed by the ~~appointing authority~~ **Mayor**. The appointed successor shall serve for a term of three years. Should a Commission member resign or be removed from the Commission, a successor shall be appointed by the Mayor and shall serve for the remainder of the unexpired term.
- ~~(d)~~ **b)** Commission members shall serve at the pleasure of the Mayor.
- ~~(e)~~ **c)** The Director of Parks and Recreation, or a designee, shall serve as a non-voting liaison to the Commission.

SECTION 2. Section 143.03 is hereby amended, in part, as follows:

143.03 MEETINGS.

All meetings of the Commission shall be open to the public except as provided under Ohio law.

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

Steven R. Robinette, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 10/01/19
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Berry
Sponsor: Mr. Berry
Emergency: 30 Days:
Current Expense:

No. : CR-45-19
1st Reading: 10/07/19
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION CR-45-19

A RESOLUTION AMENDING EXHIBIT "A" OF RESOLUTION CR-37-19 TO INCORPORATE THE SKILLED LABOR AWARD CRITERIA

WHEREAS, on July 06, 2015, Council approved Ordinance C-31-15 to adopt the Grove City Higher Education Investment Program; and

WHEREAS, on November 2, 2015, Council approved Resolution CR-69-15 to adopt the recommendations of the Higher Education Investment Committee; amended same by Resolution CR-42-18; and replaced the recommendations by Resolution CR-37-19; and

WHEREAS, the City of Grove City believes that a strong labor and trade component of its workforce is vital to its future economic viability; and

WHEREAS, the City is committed to growing its workforce in order to create a stronger community with a larger group of skilled laborers; and

WHEREAS, this Program contains a provision to assist with Skilled Labor/Trades and it is necessary to incorporate guidelines for the Skilled Labor Award.

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

SECTION 1. Exhibit "A" of Resolution CR-37-19 is hereby amended to include the attached Exhibit "A" for the Skilled Labor Award.

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

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
resolution is correct as to form.

Stephen J. Smith, Director of Law

EXHIBIT "A"
Grove City Skilled Labor Award

Purpose of program:

To support residents wishing to become licensed/certified in a skilled trade by assisting them with the critical resources to obtain their education.

Continue our commitment to Grove City residents and its continued economic health.

The skilled trade's umbrella has become increasingly lucrative, as there is more and more need for talent in the many disciplines one could choose to enter. As baby boomers retire and infrastructure proliferates there is an increase in urgency for skilled workers to be emerging from post-secondary trade's education. The trades can be approached from many directions, including two year trade specific schools, four year college and/or advanced degree programs emphasizing a specific trade, and endeavors that include community college. It can be challenging to afford post-secondary study, especially in fields that often require unpaid apprenticeships.

Definition:

As defined by the Code of Federal Regulations, Skilled trade means an apprenticeable occupation which possesses all of the following characteristics:

- (1) It is customarily learned in a practical way through a structured, systematic program of on-the-job supervised training.
- (2) It is clearly identified and commonly recognized throughout an industry.
- (3) It involves manual, mechanical or technical skills and knowledge which require a minimum of 2,000 hours of on-the-job work experience.
- (4) It requires related instruction to supplement the on-the-job training.
- (5) It is not merely a part of an apprenticeable occupation and does not fall into any of the following categories: marketing; sales administration; administrative support; executive and managerial; professional and semi-professional occupations (this category covers occupations for which entrance requirements customarily include education of college level).

Who can apply:

Any Grove City resident who is seeking licensed/certified skilled trade education; enrolled in a Registered Apprenticeship Program through the State of Ohio Apprenticeship Council **AND** approved by the Grove City Higher Education Investment Committee.

Qualifying Uses of the Award:

- I. The following items qualify for the AWARDED \$700.00 a year, with a maximum of \$2,100.00 per student:
 - Union or Mandatory License/Membership Fees during Apprenticeship only
 - Coursework Books
 - Tuition/fees
 - Specific equipment for trade as shown on school requirements list or approved by instructor
 - Public transportation to and from school

Student Program Guidelines

I. Applicants must be:

- a) A Resident of the City of Grove City, and
- b) A registered apprentice in a program approved by the State of Ohio Apprenticeship Council and provide proof thereof; and
- c) Approved by the Grove City Higher Education Investment Committee.

II. Applicant must:

- a) Complete an application, including Affidavit of Residency and any other documentation necessary to qualify the student for the program.
- b) Show proof of passage of the cycle/semester/term by submitting documentation to the Clerk of Council.
- c) Complete ten (10) volunteer service hours every *cycle/semester/term* to the City of Grove City through the Keep Grove City Beautiful program; the VIP program; Gardens at Gantz Volunteers; the Citizens Police Academy; or such other volunteer activity or City program as approved by the Committee and submit proof to the Clerk of Council on the Volunteer Form(s).
- d) File Qualifying Usage Form with attached receipts/qualifying documentation/school equipment list to Clerk of Council.

JUSTIFICATION FOR INVESTMENT

The average income of a first-year graduate in the Trades ranges from \$30,000 to \$70,000.00, depending on the type of skilled trade position. A person living within the City pays on average of \$1,000 a year with an estimated income of \$50,000 a year in city income tax not counting secondary expenditures within the city (food, gas, retail etc.) supporting existing jobs. If the person works outside of the City limits living in the city, they are spending conservatively 3% of their income on local services or \$1,500 yearly supporting local business and jobs.

The legislation requires a donation of 30 hours a year in time to a local nonprofit. Using the \$10.00 an hour assumption, the recipient will have donated \$300 in volunteer time. The requirement of volunteer time enables the award recipient to not only give back to the community but become community minded.

In summary the City receives conservatively \$2,800 (\$1,000 estimated income tax, \$1,500 secondary expenditure/support, and \$300 volunteer hours) a year for a person living and working in the City and \$1,800 for a person not working in the City.

Lastly, the City of Grove City is committed to attracting jobs to the City. We can not do this without a skilled labor force.

**RECEIPT OF QUALIFYING USES FORM
FOR SKILLED LABOR AWARD**

Student Name: _____

School/Trade Union attending: _____

List of qualified items	Amount

The attached receipts are hereby submitted as proof of qualifying uses for the Skilled Labor Award.

Student Signature

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public



THE CITY OF GROVE CITY HIGHER EDUCATION INVESTMENT PROGRAM

Skilled Labor Award Application

The City of Grove City, in an effort to encourage those seeking a Skilled Trade Certificate to remain residents and contributors to the City, has established an award program. The following conditions apply:

TRADE STUDENT:

1. Residency in the City of Grove City Ohio's corporation limits.
2. Acceptance in a Trade School and/or Apprentice Program that:
 - a. Is accredited by the National Council for Independent Colleges and Schools; or
 - b. Offers a Certificate and Licensure track program recognized by State of Ohio Apprenticeship Council; and
 - c. Approved by the Grove City Higher Education Investment Committee.
3. Applicant must completion of ten (10) volunteer service hours every cycle/semester/term to the City of Grove City through the "Keep Grove City Beautiful" program; the "VIP" program; Gardens at Gantz Volunteers; Citizens Police Academy; or other volunteer hours within the City as may be approved by the Higher Education Investment Committee.
4. Submit proof of passage for each cycle/semester/term to the Clerk of Council.
5. Scholarship application must be completed each cycle/semester/term.
6. Awards will be \$700.00 per cycle/semester/term, up to a maximum of \$2,100.00 total. Funding for the Higher Education Investment Program is contingent upon City Council approval.



PLEASE PRINT OR TYPE:

Date: _____

Name: _____
First Middle Last

Address: _____

Cell Phone: _____ Home Phone: _____

Email: _____ Student ID#: _____

Trade School/Program: _____

Please provide the following:

1. Proof of residency.
Must be supplied through utility bill, lease rental agreement in your name and the notarized affidavit, included herein.
2. A copy of class schedule for the cycle you are applying for (funds will not be provided until received).
3. Proof of Passage of cycle.
4. Original, signed, Volunteer sheets.

Return application to City Hall by: July 1 for Fall Term;
November 1 for Winter/Spring Term;
April 1 for Summer Term.

Funding for the Higher Education Investment Program is contingent upon City Council approval.



THE CITY OF GROVE CITY HIGHER EDUCATION INVESTMENT PROGRAM

Affidavit of Residency

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

1. I, _____, having been duly cautioned and sworn, do
 PROPERTY OWNER
hereby state upon my own personal knowledge and belief:

a. I am a resident of the City of Grove City at _____
 ADDRESS OF APPLICANT

OR

b. _____ currently resides with me at
 NAME OF APPLICANT

 ADDRESS OF APPLICANT

2. Attached is a copy of a utility bill, deed, etc. confirming residency at the above referenced address.

Further, Affiant sayeth naught.

SIGNATURE OF PROPERTY OWNER

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

Date: 09/12/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: XX

No.: C-48-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/07/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-48-19

AN ORDINANCE TO APPROPRIATE \$20,000.00 FROM THE ROCKFORD TAX INCREMENT EQUIVALENT FUND FOR THE CURRENT EXPENSE OF BORROR ROAD IMPROVEMENTS

WHEREAS, the City has created the Rockford Homes Tax Increment Equivalent Fund for the deposit of service payments distributed to the City; and

WHEREAS, the City has agreed to provide construction phase engineering services for Borrer Road improvements; and

WHEREAS, additional appropriations are needed to extend the professional services contract through the end of the year.

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

SECTION 1. There is hereby appropriated \$20,000.00 from the unappropriated monies of the Rockford Tax Increment Equivalent Fund to account number 136000.541000 for the current expense of construction inspection professional services.

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

Steven R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 09/12/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Boso
Sponsor: Ms. Houk
Emergency: 30 Days: X
Current Expense: _____

No.: C-49-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/07/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-49-19

AN ORDINANCE TO ENACT SECTION 139.07 OF THE CODIFIED ORDINANCES OF THE CITY OF GROVE CITY, OHIO TITLED SCHEDULE OF FEES

WHEREAS, the City of Grove City has experienced a change in the composition of its revenue stream tied to changes in State tax laws, the reduction in the Local Government Fund, and economic development; and

WHEREAS, as part of its revenue stream, the City charges various fees for services; and

WHEREAS, in order to continue operating in a fiscally responsible manner, the City wants to ensure that these fees are reviewed and updated annually.

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

SECTION 1. Section 139.07 is hereby enacted as follows:

139.07 SCHEDULE OF FEES.

- (A) The City Administrator shall establish a schedule of fees that shall be reviewed annually by the City Administrator and Director of Finance, or designees, and shall make any changes they deem reasonable and appropriate including, but not limited to adjusting fees, terminating fees, or creating additional fees. The schedule of fees shall be submitted to Council as part of the annual budget process.
- (B) Any fee required by state law to be collected by the City, now or in the future, shall automatically become a fee chargeable by the City and listed in the schedule of fees and shall automatically increase, decrease, or terminate as mandated by state law.
- (C) In the event of a conflict between any fee contained in the schedule of fees adopted pursuant to this section and the same fee found in any other section of the City's Codified Ordinances regarding the imposition of a fee and/or the fee amount, the fee contained in the schedule of fees shall prevail. Provisions of the Codified Ordinances requiring the imposition of a fee not contained in the schedule of fees, and which fee is addressed in another or other sections of the City's Codified Ordinances shall continue to apply.
- (D) The schedule of fees shall be available on the City's website and during normal business hours in the Department of Finance and filed with the Clerk of Council.

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

Date: 09/12/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Smith
Sponsor: Ms. Houk
Emergency: 30 Days: X
Current Expense:

No.: C-50-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/07/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-50-19

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO EXERCISE THE OPTION SET FORTH IN SECTION II(D) OF THE DEVELOPMENT AGREEMENT APPROVED BY ORDINANCE C-23-19 TO PURCHASE PROPERTY WITHIN THE BEULAH PARK AREA FOR A NEW SCHOOL SITE AND AUTHORIZING A NOTE OF THE CITY TO FINANCE THE ACQUISITION OF SUCH REAL PROPERTY INTERESTS; AND OTHER DOCUMENTS RELATED THERETO

WHEREAS, the City of Grove City and South-Western City School District desire to collaborate to provide value to the taxpayers of the City and the District; and

WHEREAS, the District's expanding enrollment and condition of facilities necessitated the District's acquisition of real property as a site for construction of a new school building; and

WHEREAS, pursuant to the Development Agreement approved by Ordinance C-23-19, the City holds an option to acquire property within the Beulah Park area for use as a school; and

WHEREAS, the City would like to move forward with acquiring the property that is being held under the option; and

WHEREAS, this property would be combined with other properties that the City currently holds options on (collectively the "Property") to create a new school site located in the City; and

WHEREAS, the City would then use the Property to acquire rights to the possession and use of the current Brookpark Middle School site for City operations, public recreational facilities and for the use of theater facility on the Premises will be a great benefit to the promotion of the arts by providing an additional location for hosting performances and shows for the community.

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

SECTION 1. Council hereby authorizes the City Administrator to exercise the option for the purchase of the school site as set forth in Section II(D) of Development Agreement approved by Ordinance C-23-19.

SECTION 2. The City shall deliver a promissory note for the full purchase price in the principal sum of \$805,000.00. The Note shall provide for payments in 4 equal installments beginning in 2020 and ending in 2023. The Note shall not include a prepayment penalty.

SECTION 3. The Council hereby authorizes and approves the payment of the purchase price, including the payment of principal of and interest on the Note.

SECTION 4. It is hereby determined necessary and in the best interest of the inhabitants of the City to acquire the Property.

SECTION 5. The City Administrator is hereby authorized and directed to execute on behalf of the City the Agreement. The Agreement shall be in such form acceptable to such officials, and not substantially inconsistent with the terms of this Ordinance.

SECTION 6. The City Administrator is hereby further authorized and directed on behalf of the City to execute any certifications, financing statements, assignments, agreements, instruments, deeds and other documents, and to take such further actions as are necessary or appropriate to effect the transactions contemplated in the Agreement and the Note and to consummate the transactions contemplated in this Ordinance and to undertake, complete and finance the acquisition of the Property in accordance therewith, so long as such actions are not inconsistent with this Ordinance and not materially adverse to the City and shall be approved by the officers executing the documents.

SECTION 7. This Ordinance shall take effect at the earliest date permitted by law.

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 09/12/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Smith
Sponsor: Ms. Houk
Emergency: 30 Days: X
Current Expense:

No.: C-51-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/07/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-51-19

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF PROPERTY WITHIN THE BEULAH PARK AREA FOR A NEW SCHOOL SITE, APPROPRIATE \$100,000.00 FROM THE GENERAL FUND FOR SAID PURCHASE AND RELATED EXPENSES AND AUTHORIZING A NOTE OF THE CITY TO FINANCE THE ACQUISITION OF SUCH REAL PROPERTY INTERESTS; AND OTHER DOCUMENTS RELATED THERETO

WHEREAS, the City of Grove City and South-Western City School District desire to collaborate to provide value to the taxpayers of the City and the District; and

WHEREAS, the District's expanding enrollment and condition of facilities necessitated the District's acquisition of real property as a site for construction of a new school building; and

WHEREAS, the City holds options to property within the Beulah Park area, which is being redeveloped to include a mix of uses including housing and parks and recreation spaces, that would be suitable for use as a school; and

WHEREAS, the City would like to move forward with acquiring the property that is being held under the options; and

WHEREAS, the option property would be combined with the land that was designated as part of the Beulah Park Development Agreement (collectively the "Property") to create a new school site located in the City; and

WHEREAS, the City would then use the Property to acquire rights to the possession and use of the current Brookpark Middle School site for City operations, public recreational facilities and for the use of theater facility on the Premises will be a great benefit to the promotion of the arts by providing an additional location for hosting performances and shows for the community.

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

SECTION 1. Council hereby authorizes the purchase of the following parcels: Tax Parcel No. 160-000648-00 located at 3160 Demorest Road; Tax Parcel No. 160-000646-00 located at 4310 Grove City Road; Tax Parcel No. 160-001416-00 located at 4310 Grove City Road and Tax Parcel No. 160-000972-00 as set forth in Exhibit "A" (the "Agreement").

SECTION 2. The City shall pay \$100,000.00 upon closing in 2019 and shall deliver a promissory note for the balance of the purchase price in the principal sum of \$440,000.00). The Note shall provide for payments in 3 equal installments beginning in 2020 and ending in 2022. The Note shall not include a prepayment penalty.

SECTION 3. The Council hereby authorizes and approves the payment of the purchase price, including the payment of principal of and interest on the Note.

SECTION 4. It is hereby determined necessary and in the best interest of the inhabitants of the City to acquire the Property.

SECTION 5. The City Administrator is hereby authorized and directed to execute on behalf of the City the Agreement. The Agreement shall be in such form acceptable to such officials, and not substantially inconsistent with the terms of this Ordinance.

SECTION 6. The City Administrator is hereby further authorized and directed on behalf of the City to execute any certifications, financing statements, assignments, agreements, instruments, deeds and other documents, and to take such further actions as are necessary or appropriate to effect the transactions contemplated in the Agreement and the Note and to consummate the transactions contemplated in this Ordinance and to undertake, complete and finance the acquisition of the Property in accordance therewith, so long as such actions are not inconsistent with this Ordinance and not materially adverse to the City and shall be approved by the officers executing the documents.

SECTION 7. There is hereby appropriated \$100,000.00 from the unappropriated monies of the General Fund to account number 100120.571000 for the Current Expense of said purchase and related expenses.

SECTION 8. This Ordinance shall take effect at the earliest date permitted by law.

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

C-5119

Exhibit A

OPTION CONTRACT TO PURCHASE REAL ESTATE

THIS OPTION TO PURCHASE REAL ESTATE (the "Option") is entered into effective as of the latest date on which it is executed by the signatories hereto (the "Effective Date") by and between Berkley J. Roach Trust ("Seller") and the City of Grove City, Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter ("City"). Seller and the City are referred to individually herein as "Party" and collectively as "Parties."

Recitals

WHEREAS, Seller owns the following properties:

- Tax Parcel No. 160-000648-00: 3160 Demorest Road;
- Tax Parcel No. 160-000972-00: Demorest Road Rear;
- Tax Parcel No. 160-000646-00: 4310 Grove City Road; and
- Tax Parcel No. 160-001416-00: 4310 Grove City Road (Collectively known as the "Property").

WHEREAS, the City desires an option to purchase the Property to be used for public purposes upon the terms and conditions set forth herein.

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

Provisions

1. **Price and Terms.** Seller hereby grants to the City the exclusive option to purchase the Property during the period ending June 30, 2019 (the "Option Period"). The City may extend the Option Period for additional six-month periods of time by giving the Seller notice of its intention to do so at least five days prior to the expiration of the previous option period.

In consideration of \$10,000.00 (the "Option Payment") and the mutual benefits to be derived, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby grants to the City the exclusive and irrevocable option to purchase, upon the terms and conditions hereinafter set forth, Seller's Property situated in Franklin County, Ohio, together with all improvements located thereon.

The Option Payment is non-refundable and shall be held and disbursed as follows: (a) applied against the purchase price at closing; (b) returned to Buyer, if Buyer does not release the Property Inspection contingency.

2. **Purchase Price.** The "Purchase Price" for the Property is \$550,000.00, provided that the Option Payment paid by Buyer as stated in Section 1 above shall be applied to the Purchase Price. The Purchase Price shall constitute the entire amount of compensation

due to Seller for: (a) the Property Interest; (b) value of improvements taken; (c) any and all damages to any residual lands of Seller, if any; and (d) Seller's covenants set forth herein.

3. **Property Inspection.** Buyer, at Buyer's expense, shall have until the end of the Option Period to have the Property and all improvements, fixtures and equipment inspected. Said inspections shall include, but are not limited to, the following: environmental inspection, radon gas inspection, soil suitability inspections, and such other tests and inspections (collectively, the "Inspection Reports") as Buyer, at its sole discretion, shall deem necessary and appropriate. Seller shall cooperate in making the property reasonably available for such inspection(s). Seller agrees to cooperate and allow Buyer to the Property to conduct the inspections permitted herein. Buyer agrees to indemnify and hold Seller harmless from any injury or damage caused by such inspections(s). If the inspection(s) confirm conditions which renders the Property unsuitable for Buyer's intended purpose, or for any other reason the Buyer, at its sole discretion, deems the Property unsuitable, Buyer may terminate this Agreement before the end of the Option Period by delivering copies of all Inspection Reports and a written notice (the "Termination Notice") of such termination to Seller. In the event Buyer delivers a Termination Notice, the Option Payment shall be returned to Buyer and either party shall have any further rights or obligations hereunder.
4. **Reports, Studies and Other Documentation.** During the Option Period, Seller agrees to supply within 15 days of request by City with any environmental, architectural, legal or other studies as well as any surveys, appraisals, or other plans which have been completed during the period of Seller's ownership of the Property and which are in the Seller's possession.
5. **Deed to Transfer.** Upon receipt of the Purchase Price, Seller shall sell and convey to the City, its successors and assigns, the property interests that are more particularly described and depicted in Exhibit A. The rights, titles, and estates described and depicted in Exhibit A constitute a fee simple interest; therefore, such sale and conveyance by Seller shall be by a good and sufficient warranty deed regularly and ordinarily used to transfer such rights, titles, and estates, with, if applicable, full release of dower.
6. **Supplemental Instruments.** Seller agrees to execute any and all supplemental instruments or documents necessary to vest the City with the rights, titles, and interests described and depicted in Exhibit A.
7. **Warranty of Title.** Seller hereby warrants that it is the true and lawful owner of the property identified in Exhibit A and is lawfully seized of the same in fee simple and has the full and complete authority to transfer the same as set forth in this Agreement.
8. **Contingency.** This Agreement is contingent upon the approval of Grove City Council and the City executing a Memorandum of Understanding with South-Western City Schools.

9. **Binding Agreement.** Any and all of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and the City and their respective heirs, executors, administrators, successors, and assigns.
10. **Multiple Originals.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.
11. **Entire Agreement.** This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either expressed or implied, other than herein set forth, shall be binding upon either Seller or the City.
12. **Real Estate Commissions.** The Buyer and Seller agree that they are not represented by a Real Estate Broker and that no real estate commission will be paid.
13. **Amendments and Modifications.** No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and the City.
14. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio, and the venue for any claim relating to said Agreement shall be an applicable Court in Franklin County, Ohio.

The Parties hereto have executed this Agreement on the date(s) indicated immediately below their respective signatures.

[The City's signature and acknowledgement on the following page]

PURCHASER

THE CITY OF GROVE CITY, OHIO



Charles W. Boso, Jr., City Administrator

APPROVED AS TO FORM:



STEPHEN J. SMITH, LAW DIRECTOR

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

Michael Turner

Michael Turner, Director of Finance

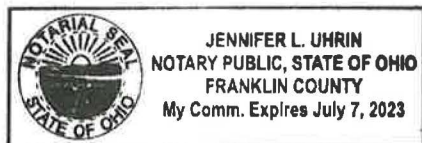
2-12-19

Date

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBER, that on this 13th day of February, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came Charles W. Boso, Jr., City Administrator of the CITY OF GROVE CITY, OHIO, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Jennifer L. Uhrin
Notary Public

[Seller's signature and acknowledgement on the following page]

SELLER:

BERKLEY J. ROACH TRUST

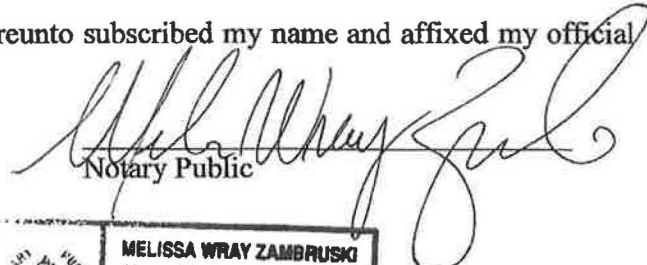
By: B.J. Roach

Its: TRUSTEE

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

BE IT REMEMBER, that on this 19 day of February, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came B.J. ROACH, TRUSTEE of The **BERKLEY J. ROACH TRUST**, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.


Notary Public



SELLER:

BERKLEY J. ROACH TRUST

By: _____

Its: _____

STATE OF _____)
COUNTY OF _____) SS:

BE IT REMEMBER, that on this ____ day of February, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came _____, _____ of The **BERKLEY J. ROACH TRUST**, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

Date: 09/12/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Smith
Sponsor: Ms. Houk
Emergency: 30 Days: X
Current Expense:

No.: C-52-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/07/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-52-19

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF PROPERTIES WITHIN THE BEULAH PARK AREA FOR A NEW SCHOOL SITE AND APPROPRIATE \$406,000.00 FROM THE GENERAL FUND FOR SAID PURCHASE AND RELATED EXPENSES

WHEREAS, the City of Grove City and South-Western City School District desire to collaborate to provide value to the taxpayers of the City and the District; and

WHEREAS, the District's expanding enrollment and condition of facilities necessitated the District's acquisition of real property as a site for construction of a new school building; and

WHEREAS, the City holds options to property within the Beulah Park area, which is being redeveloped to include a mix of uses including housing and parks and recreation spaces, that would be suitable for use as a school; and

WHEREAS, the City would like to move forward with acquiring the property that is being held under the options; and

WHEREAS, the option property would be combined with the land that was designated as part of the Beulah Park Development Agreement (collectively the "Property") to create a new school site located in the City; and

WHEREAS, the City would then use the Property to acquire rights to the possession and use of the current Brookpark Middle School site for City operations, public recreational facilities and for the use of theater facility on the Premises will be a great benefit to the promotion of the arts by providing an additional location for hosting performances and shows for the community.

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

SECTION 1. Council hereby authorizes the purchase the property located at 3917 Elm Street in the City of Grove City and identified as Tax Parcel No. 040-015377-00 as set forth in Exhibit "A".

SECTION 2. Council hereby authorizes the purchase the property located at 3156 Demorest Road in the City of Grove City and identified as Tax Parcel No. 160-001271-00 as set forth in Exhibit "B".

SECTION 3. Council hereby authorizes the purchase the property located at 3150 Demorest Road in the City of Grove City and identified as Tax Parcel No. 160-000892-00 as set forth in Exhibit "C".

SECTION 4. It is hereby determined necessary and in the best interest of the inhabitants of the City to acquire the Property.

SECTION 5. Council hereby authorizes the City Administrator to enter into any agreements and execute any documents that are necessary to close on the properties referenced herein.

SECTION 6. There is hereby appropriated \$406,000.00 from the unappropriated monies of the General Fund to account number 100120.571000 for the Current Expense of said purchase and related expenses.

SECTION 7. This Ordinance shall take effect at the earliest date permitted by law.

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Exhibit A

OPTION CONTRACT TO PURCHASE REAL ESTATE

THIS OPTION TO PURCHASE REAL ESTATE (the "Option") is entered into effective as of the latest date on which it is executed by the signatories hereto (the "Effective Date") by and between Lori A. Kidwell, unmarried and Kory F. Metcalf, unmarried (Collectively known as "Seller") and the City of Grove City, Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter ("City"). Seller and the City are referred to individually herein as "Party" and collectively as "Parties."

Recitals

WHEREAS, Seller owns property located at 3917 Elm Street in the City of Grove City and identified as Tax Parcel No. 040-015377-00 (the "Property").

WHEREAS, the City desires an option to purchase a portion of the Property to be used for public purposes upon the terms and conditions set forth herein.

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

Provisions

1. **Price and Terms.** Seller hereby grants to the City the exclusive option to purchase the Property during the period ending June 30, 2019 (the "Option Period"). The City may extend the Option Period for one additional six-month period of time by giving the Seller notice of its intention to do so at least five days prior to the expiration of the previous option period.

In consideration of \$5,000 (the "Option Payment") and the mutual benefits to be derived, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby grants to the City the exclusive and irrevocable option to purchase, upon the terms and conditions hereinafter set forth, a portion of the Seller's property situated in Franklin County, Ohio, including without limitation approximately 120,521 square feet of the following described property together with all improvements located thereon:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION

The Option Payment is non-refundable and shall be held and disbursed as follows: (a) applied against the purchase price at closing; (b) returned to Buyer, if Buyer does not release the Property Inspection contingency.

2. **Purchase Price.** The "Purchase Price" for the Property is \$230,000, provided that the Option Payment paid by Buyer as stated in Section 1 above shall be applied to the Purchase Price. The Purchase Price shall constitute the entire amount of compensation due to Seller for: (a) the Property Interest; (b) value of improvements taken; (c) any and

all damages to any residual lands of Seller, if any; and (d) Seller's covenants set forth herein.

The City also agrees to the following improvements:

- Buffer the portion of the Property that is not being transferred as part of this Agreement with reasonable mounding and landscaping; and
- Convey, with the approval of Beulah Park LLC, 1 parcel that abuts Elm Street, with at least 40 feet of frontage, to Seller. (collectively, the "Improvements").

The City also agrees to pay for the following:

- All costs associated with the survey and lot split; and
- All costs associated with providing water and gas service to the portion of the Property that is not being transferred as part of this Agreement; and
- All closing costs.

Seller hereby accepts these Improvements in lieu of other compensation for transferring the Property interest to the City. Additionally, Seller agrees and grants to the City the right to enter Seller's property to complete the Improvements.

- 3. Property Inspection.** Buyer, at Buyer's expense, shall have until the end of the Option Period to have the Property and all improvements, fixtures and equipment inspected. Said inspections shall include, but are not limited to, the following: environmental inspection, radon gas inspection, soil suitability inspections, and such other tests and inspections (collectively, the "Inspection Reports") as Buyer, at its sole discretion, shall deem necessary and appropriate. Seller shall cooperate in making the property reasonably available for such inspection(s). Seller agrees to cooperate and allow Buyer to the Property to conduct the inspections permitted herein. Buyer agrees to indemnify and hold Seller harmless from any injury or damage caused by such inspections(s). If the inspection(s) confirm conditions which renders the Property unsuitable for Buyer's intended purpose, or for any other reason the Buyer, at its sole discretion, deems the Property unsuitable, Buyer may terminate this Agreement before the end of the Option Period by delivering copies of all Inspection Reports and a written notice (the "Termination Notice") of such termination to Seller. In the event Buyer delivers a Termination Notice, the Option Payment shall be returned to Buyer and either party shall have any further rights or obligations hereunder.
- 4. Reports, Studies and Other Documentation.** During the Option Period, Seller agrees to supply within 15 days of request by City with any environmental, architectural, legal or other studies as well as any surveys, appraisals, or other plans which have been completed during the period of Seller's ownership of the Property and which are in the Seller's possession.

5. **Deed to Transfer.** Upon receipt of the Purchase Price, Seller shall sell and convey to the City, its successors and assigns, the property interests that are more particularly described and depicted in Exhibit A. The rights, titles, and estates described and depicted in Exhibit A constitute a fee simple interest; therefore, such sale and conveyance by Seller shall be by a good and sufficient warranty deed regularly and ordinarily used to transfer such rights, titles, and estates, with, if applicable, full release of dower.
6. **Supplemental Instruments.** Seller agrees to execute any and all supplemental instruments or documents necessary to vest the City with the rights, titles, and interests described and depicted in Exhibit A.
7. **Warranty of Title.** Seller hereby warrants that it is the true and lawful owner of the property identified in Exhibit A and is lawfully seized of the same in fee simple and has the full and complete authority to transfer the same as set forth in this Agreement.
8. **Contingency.** This Agreement is contingent upon the approval of Grove City Council and the City executing a Memorandum of Understanding with Beulah Park LLC and South-Western City Schools.
9. **Binding Agreement.** Any and all of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and the City and their respective heirs, executors, administrators, successors, and assigns.
10. **Multiple Originals.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.
11. **Entire Agreement.** This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either expressed or implied, other than herein set forth, shall be binding upon either Seller or the City.
12. **Real Estate Commissions.** The Buyer and Seller agree that they are not represented by a Real Estate Broker and that no real estate commission will be paid.
13. **Amendments and Modifications.** No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and the City.
14. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio, and the venue for any claim relating to said Agreement shall be an applicable Court in Franklin County, Ohio.

The Parties hereto have executed this Agreement on the date(s) indicated immediately below their respective signatures.

PURCHASER

THE CITY OF GROVE CITY, OHIO



Charles W. Boso, Jr., City Administrator

APPROVED AS TO FORM:



STEPHEN J. SMITH, LAW DIRECTOR

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.



Michael Turner, Director of Finance

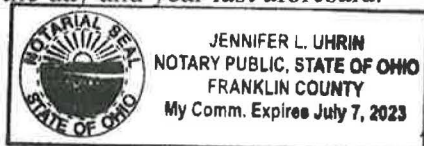
2-12-19

Date

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBER, that on this 13th day of February, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came Charles W. Boso, Jr., City Administrator of the CITY OF GROVE CITY, OHIO, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.




Notary Public

[Seller's signature and acknowledgement on the following page]

SELLER:

LORI A. KIDWELL

Lori A. Kidwell

KORY F. METCALF

Kory F. Metcalf

STATE OF Ohio)
COUNTY OF Franklin) SS:

BE IT REMEMBER, that on this 20th day of February, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came LORI A. KIDWELL who acknowledged the signing thereof to be her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Kacie D. Waugh, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.
) SS:

Kacie D. Waugh
Notary Public

BE IT REMEMBER, that on this 20th day of February, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came KORY F. METCALF who acknowledged the signing thereof to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Kacie D. Waugh, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

Kacie D. Waugh
Notary Public



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

EXHIBIT OF PARCEL DESCRIPTION

PARCEL NUMBER: 040-015377

CITY OF GROVE CITY, OHIO

EXHIBIT A

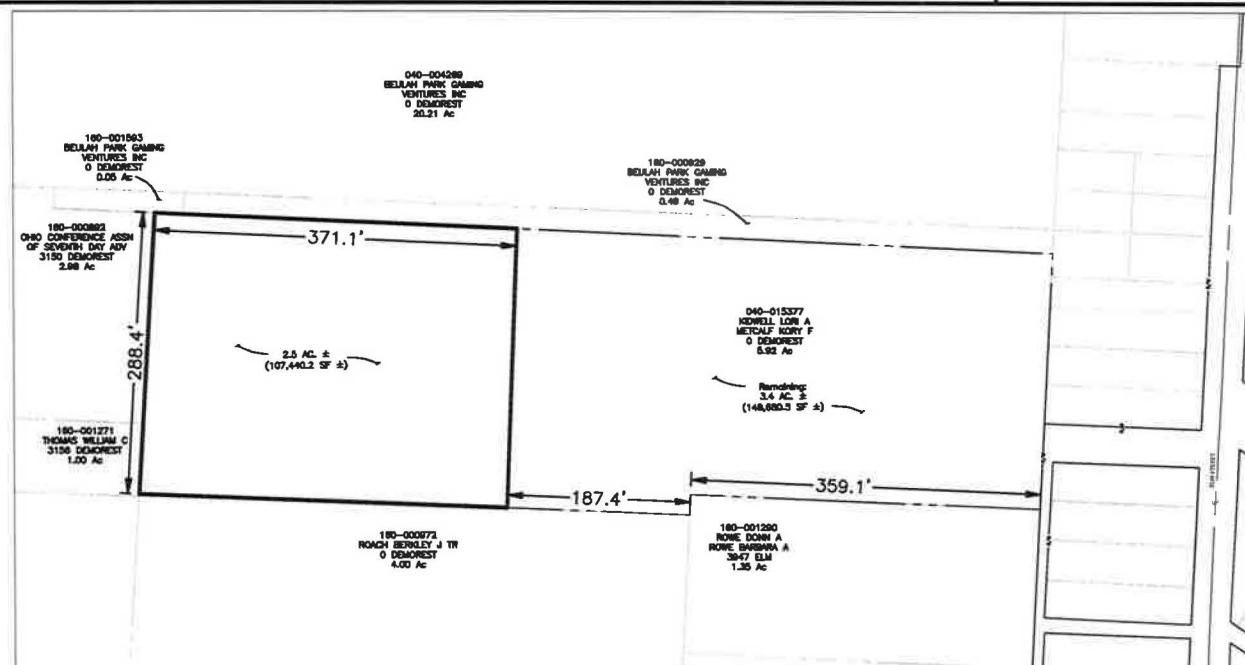
Date: September 30, 2019

Scale: 1" = 150'

Job No: 2019-0038

NOTE:

This Exhibit was prepared using Franklin County Auditor GIS information. No actual field survey was collected for the purpose of this Exhibit. A detailed Survey of Acreage associated with the said lot split parcel purchase will be provided separately.



150 0 150 300



GRAPHIC SCALE (in feet)

J:\20190038\DWG\04SHEETS\EXHIBITS\BEULAH PARK - SCHOOL\BOUNDARY\EXHIBIT A\20180038-VS-BNDY-01 - EXHIBIT A.DWG plotted by MONTGOMERY, CARLY on 9/30/2019 12:21:50 PM last saved by CMONTGOMERY on 9/30/2019 12:21:05 PM
Xref(s):

Exhibit B

OPTION CONTRACT TO PURCHASE REAL ESTATE

THIS OPTION TO PURCHASE REAL ESTATE (the "Option") is entered into effective as of the latest date on which it is executed by the signatories hereto (the "Effective Date") by and between William C. Thomas ("Seller") and the City of Grove City, Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter ("City" or "Buyer"). Seller and the City are referred to individually herein as "Party" and collectively as "Parties."

Recitals

WHEREAS, Seller owns property located at 3156 Demorest Road in the City of Grove City and identified as Tax Parcel No. 160-001271-00 (the "Property").

WHEREAS, the City desires an option to purchase a portion of the Property to be used for public purposes upon the terms and conditions set forth herein.

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

Provisions

1. **Price and Terms.** Seller hereby grants to the City the exclusive option to purchase the Property during the period ending June 30, 2019 (the "Option Period"). The City may extend the Option Period for One (1) additional six-month period of time by giving the Seller notice of its intention to do so at least five days prior to the expiration of the previous option period.

In consideration of \$5,000 (the "Option Payment") and the mutual benefits to be derived, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby grants to the City the exclusive and irrevocable option to purchase, upon the terms and conditions hereinafter set forth, a portion of the Seller's property situated in Franklin County, Ohio, including without limitation approximately 20,309 square feet of the following described property together with all improvements located thereon:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION

The Option Payment is non-refundable and shall be held and disbursed as follows: (a) applied against the purchase price at closing; (b) returned to Buyer, if Buyer does not release the Property Inspection contingency.

2. **Purchase Price.** The "Purchase Price" for the Property is \$100,000 (Dollar Amount), provided that the Option Payment paid by Buyer as stated in Section 1 above shall be applied to the Purchase Price. The Purchase Price shall constitute the entire amount of compensation due to Seller for: (a) the Property Interest; (b) value of improvements

taken; (c) any and all damages to any residual lands of Seller, if any; and (d) Seller's covenants set forth herein.

The City further agrees to:

- Upon annexation, provide water service to the portion of the Property that is not being transferred as part of this Agreement; and
- If and/or when a sewer line is extended along Demorest Road in front of the Property, the City shall provide a stub or other point to which Seller can connect to the sewer line upon annexation. The City shall waive and/or pay any of the Grove City tap fees, Seller is responsible for the cost of the lateral line.
- Either move the current shed or replace it/build a new one if it is unable to move; and
- Remove four (4) trees along the driveway; and
- Pay all closing costs; and
- Buffer the portion of the Property that is not being transferred as part of this Agreement with reasonable mounding and landscaping (collectively, the "Improvements").

Seller hereby accepts these Improvements in lieu of other compensation for transferring the Property interest to the City. Additionally, Seller agrees and grants to the City the right to enter Seller's property to complete the Improvements.

3. **Property Inspection.** Buyer, at Buyer's expense, shall have until the end of the Option Period to have the Property and all improvements, fixtures and equipment inspected. Said inspections shall include, but are not limited to, the following: environmental inspection, radon gas inspection, soil suitability inspections, and such other tests and inspections (collectively, the "Inspection Reports") as Buyer, at its sole discretion, shall deem necessary and appropriate. Seller shall cooperate in making the property reasonably available for such inspection(s). Seller agrees to cooperate and allow Buyer to the Property to conduct the inspections permitted herein. Buyer agrees to indemnify and hold Seller harmless from any injury or damage caused by such inspections(s). If the inspection(s) confirm conditions which renders the Property unsuitable for Buyer's intended purpose, or for any other reason the Buyer, at its sole discretion, deems the Property unsuitable, Buyer may terminate this Agreement before the end of the Option Period by delivering copies of all Inspection Reports and a written notice (the "Termination Notice") of such termination to Seller. In the event Buyer delivers a Termination Notice, the Option Payment shall be returned to Buyer and either party shall have any further rights or obligations hereunder.

4. **Reports, Studies and Other Documentation.** During the Option Period, Seller agrees to supply within 15 days of request by City with any environmental, architectural, legal or other studies as well as any surveys, appraisals, or other plans which have been completed during the period of Seller's ownership of the Property and which are in the Seller's possession.
5. **Deed to Transfer.** Upon receipt of the Purchase Price, Seller shall sell and convey to the City, its successors and assigns, the property interests that are more particularly described and depicted in Exhibit A. The rights, titles, and estates described and depicted in Exhibit A constitute a fee simple interest; therefore, such sale and conveyance by Seller shall be by a good and sufficient warranty deed regularly and ordinarily used to transfer such rights, titles, and estates, with, if applicable, full release of dower.
6. **Possession.** For a period of 1 year from the date of closing, Seller shall retain the right and obligation to maintain and use the portion of the Property transferred to the City.
7. **Supplemental Instruments.** Seller agrees to execute any and all supplemental instruments or documents necessary to vest the City with the rights, titles, and interests described and depicted in Exhibit A.
8. **Warranty of Title.** Seller hereby warrants that it is the true and lawful owner of the property identified in Exhibit A and is lawfully seized of the same in fee simple and has the full and complete authority to transfer the same as set forth in this Agreement.
9. **Contingency.** This Agreement is contingent upon the approval of Grove City Council and the City executing a Memorandum of Understanding with Beulah Park LLC and South-Western City Schools.
10. **Binding Agreement.** Any and all of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and the City and their respective heirs, executors, administrators, successors, and assigns.
11. **Multiple Originals.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.
12. **Entire Agreement.** This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either expressed or implied, other than herein set forth, shall be binding upon either Seller or the City.
13. **Real Estate Commissions.** The Buyer and Seller agree that they are not represented by a Real Estate Broker and that no real estate commission will be paid.

14. **Amendments and Modifications.** No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and the City.
15. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio, and the venue for any claim relating to said Agreement shall be an applicable Court in Franklin County, Ohio.

The Parties hereto have executed this Agreement on the date(s) indicated immediately below their respective signatures.

[The City's signature and acknowledgement on the following page]

PURCHASER

THE CITY OF GROVE CITY, OHIO



Charles W. Boso, Jr., City Administrator

APPROVED AS TO FORM:



STEPHEN J. SMITH, LAW DIRECTOR

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.



Michael Turner, Director of Finance

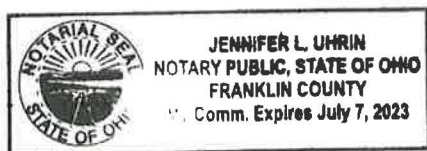
5-15-19

Date

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBER, that on this 15th day of May, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came Charles W. Boso, Jr., City Administrator of the CITY OF GROVE CITY, OHIO, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.


Notary Public

[Seller's signature and acknowledgement on the following page]

SELLER:

WILLIAM C. THOMAS

William C Thomas

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBER, that on this 16TH day of MAY, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came WILLIAM C. THOMAS who acknowledged the signing thereof to be her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Diane E. Hickman
Notary Public, State of Ohio
My Commission Expires 04-22-2022

Diane E Hickman
Notary Public



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

EXHIBIT OF PARCEL DESCRIPTION

PARCEL NUMBER: 160-001271

CITY OF GROVE CITY, OHIO

EXHIBIT A

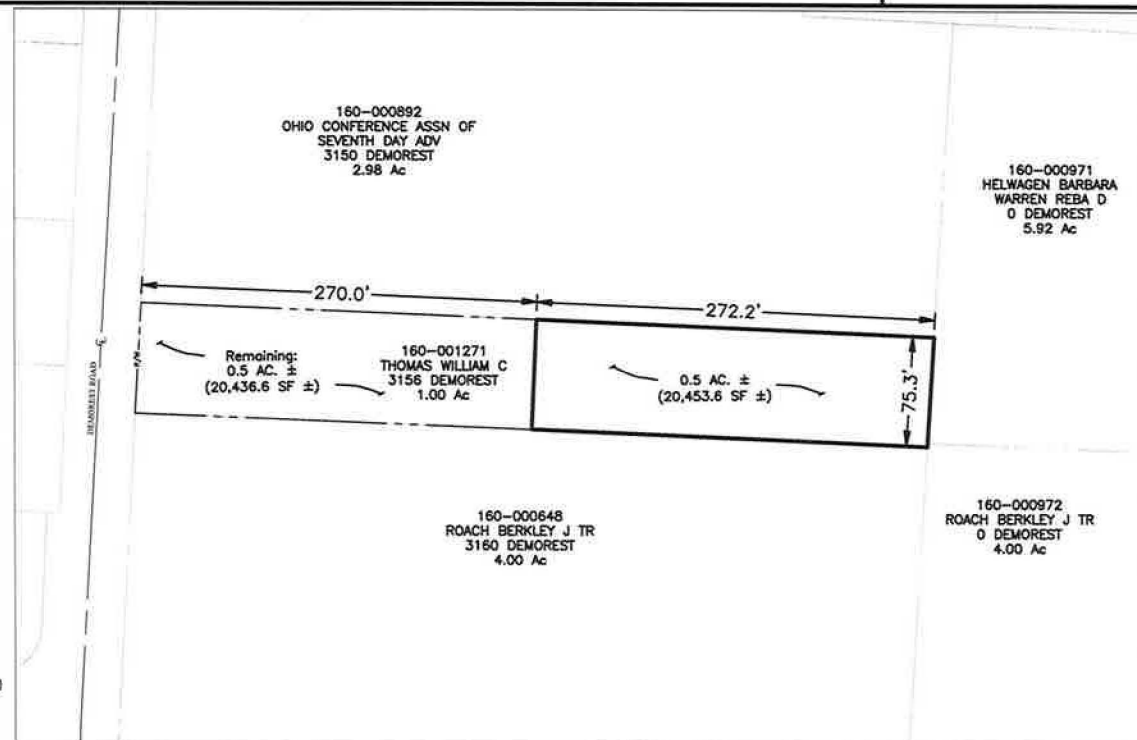
Date: September 26, 2019

Scale: 1" = 100'

Job No: 2019-0038

NOTE:

This Exhibit was prepared using Franklin County Auditor GIS information. No actual field survey was collected for the purpose of this Exhibit. A detailed Survey of Acreage associated with the said lot split parcel purchase will be provided separately.



GRAPHIC SCALE (in feet)

J:\20190038\DWG\04SHEETS\EXHIBITS\BEULAH PARK - SCHOOL\BOUNDARY\EXHIBIT B\20180038-VS-BNDY-01 - EXHIBIT B.DWG plotted by MONTGOMERY, CARLY on 9/26/2019 3:58:07 PM last saved by CMONTGOMERY on 9/26/2019 3:55:26 PM
Xref:

Exhibit C

ORIGINAL FOR FINANCE

OPTION CONTRACT TO PURCHASE REAL ESTATE

THIS OPTION TO PURCHASE REAL ESTATE (the "Option") is entered into effective as of the latest date on which it is executed by the signatories hereto (the "Effective Date") by and between Ohio Conference of Seventh-day Adventists (formerly known as "The Ohio Conference Association of Seventh-Day Adventists") ("Seller") and the City of Grove City, Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter ("City"). Seller and the City are referred to individually herein as "Party" and collectively as "Parties."

Recitals

WHEREAS, Seller owns property located at 3150 Demorest Road in the City of Grove City and identified as Tax Parcel No. 160-000892-00 (the "Property").

WHEREAS, the City desires an option to purchase a portion of the Property to be used for public purposes upon the terms and conditions set forth herein.

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

Provisions

1. **Price and Terms.** Seller hereby grants to the City the exclusive option to purchase the Property during the period ending June 30, 2019 (the "Option Period"). The City may extend the Option Period for additional six-month periods of time by giving the Seller notice of its intention to do so at least five days prior to the expiration of the previous option period.

In consideration of \$2,000, (the "Option Payment") and the mutual benefits to be derived, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby grants to the City the exclusive and irrevocable option to purchase, upon the terms and conditions hereinafter set forth, a portion of the Seller's property situated in Franklin County, Ohio, including without limitation approximately 65,610 square feet of the following described property together with all improvements located thereon:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION

The Option Payment is non-refundable and shall be held and disbursed as follows: (a) applied against the purchase price at closing; (b) returned to Buyer, if Buyer does not release the Property Inspection contingency.

2. **Purchase Price.** The "Purchase Price" for the Property is \$88,000 (Dollar Amount), provided that the Option Payment paid by Buyer as stated in Section 1 above shall be applied to the Purchase Price. The Purchase Price shall constitute the entire amount of compensation due to Seller for: (a) the Property Interest; (b) value of improvements

taken; (c) any and all damages to any residual lands of Seller, if any; and (d) Seller's covenants set forth herein.

The City further agrees to:

- Upon annexation, provide water service to the portion of the Property that is not being transferred as part of this Agreement.
- Pave a parking area, to include at least Fifty (50) parking spaces, south of the existing sanctuary; and
- Buffer the portion of the Property that is not being transferred as part of this Agreement with reasonable mounding and landscaping (collectively, the "Improvements").

Seller hereby accepts these Improvements in lieu of other compensation for transferring the Property interest to the City. Additionally, Seller agrees and grants to the City the right to enter Seller's property to complete the Improvements.

3. **Property Inspection.** Buyer, at Buyer's expense, shall have until the end of the Option Period to have the Property and all improvements, fixtures and equipment inspected. Said inspections shall include, but are not limited to, the following: environmental inspection, radon gas inspection, soil suitability inspections, and such other tests and inspections (collectively, the "Inspection Reports") as Buyer, at its sole discretion, shall deem necessary and appropriate. Seller shall cooperate in making the property reasonably available for such inspection(s). Seller agrees to cooperate and allow Buyer to the Property to conduct the inspections permitted herein. Buyer agrees to indemnify and hold Seller harmless from any injury or damage caused by such inspections(s). If the inspection(s) confirm conditions which renders the Property unsuitable for Buyer's intended purpose, or for any other reason the Buyer, at its sole discretion, deems the Property unsuitable, Buyer may terminate this Agreement before the end of the Option Period by delivering copies of all Inspection Reports and a written notice (the "Termination Notice") of such termination to Seller. In the event Buyer delivers a Termination Notice, the Option Payment shall be returned to Buyer and either party shall have any further rights or obligations hereunder.
4. **Reports, Studies and Other Documentation.** During the Option Period, Seller agrees to supply within 15 days of request by City with any environmental, architectural, legal or other studies as well as any surveys, appraisals, or other plans which have been completed during the period of Seller's ownership of the Property and which are in the Seller's possession.
5. **Deed to Transfer.** Upon receipt of the Purchase Price, Seller shall sell and convey to the City, its successors and assigns, the property interests that are more particularly described and depicted in Exhibit A. The rights, titles, and estates described and depicted in Exhibit A constitute a fee simple interest; therefore, such sale and conveyance by

Seller shall be by a good and sufficient warranty deed regularly and ordinarily used to transfer such rights, titles, and estates, with, if applicable, full release of dower.

6. **Supplemental Instruments.** Seller agrees to execute any and all supplemental instruments or documents necessary to vest the City with the rights, titles, and interests described and depicted in Exhibit A.
7. **Warranty of Title.** Seller hereby warrants that it is the true and lawful owner of the property identified in Exhibit A and is lawfully seized of the same in fee simple and has the full and complete authority to transfer the same as set forth in this Agreement.
8. **Contingency.** This Agreement is contingent upon the approval of Grove City Council and the City executing a Memorandum of Understanding with South-Western City Schools.
9. **Binding Agreement.** Any and all of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and the City and their respective heirs, executors, administrators, successors, and assigns.
10. **Multiple Originals.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.
11. **Entire Agreement.** This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either expressed or implied, other than herein set forth, shall be binding upon either Seller or the City.
12. **Real Estate Commissions.** The Buyer and Seller agree that they are not represented by a Real Estate Broker and that no real estate commission will be paid.
13. **Amendments and Modifications.** No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and the City.
14. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio, and the venue for any claim relating to said Agreement shall be an applicable Court in Franklin County, Ohio.

The Parties hereto have executed this Agreement on the date(s) indicated immediately below their respective signatures.

[The City's signature and acknowledgement on the following page]

PURCHASER

THE CITY OF GROVE CITY, OHIO



Charles W. Boso, Jr., City Administrator

APPROVED AS TO FORM:



STEPHEN J. SMITH, LAW DIRECTOR

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.



Michael Turner, Director of Finance

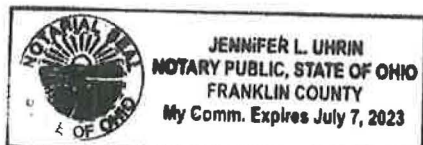
6-7-19

Date

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBER, that on this 7th day of June, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came Charles W. Boso, Jr., City Administrator of the CITY OF GROVE CITY, OHIO, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.


Notary Public

[Seller's signature and acknowledgement on the following page]

SELLER:

**OHIO CONFERENCE OF SEVENTH-DAY
ADVENTISTS**

By: _____

Its: _____

Executive Secretary

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

BE IT REMEMBER, that on this 29th day of May, 2019 before me, the subscriber, a Notary Public in and for said county and state, personally came Oswaldo Magana of The **OHIO CONFERENCE OF SEVENTH-DAY ADVENTISTS**, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

[Signature]

Notary Public



HAROLD STRAUB
Notary Public
In and for the State of Ohio
My Commission Expires
February 27, 2023



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

EXHIBIT OF PARCEL DESCRIPTION

PARCEL NUMBER: 160-000892

CITY OF GROVE CITY, OHIO

EXHIBIT A

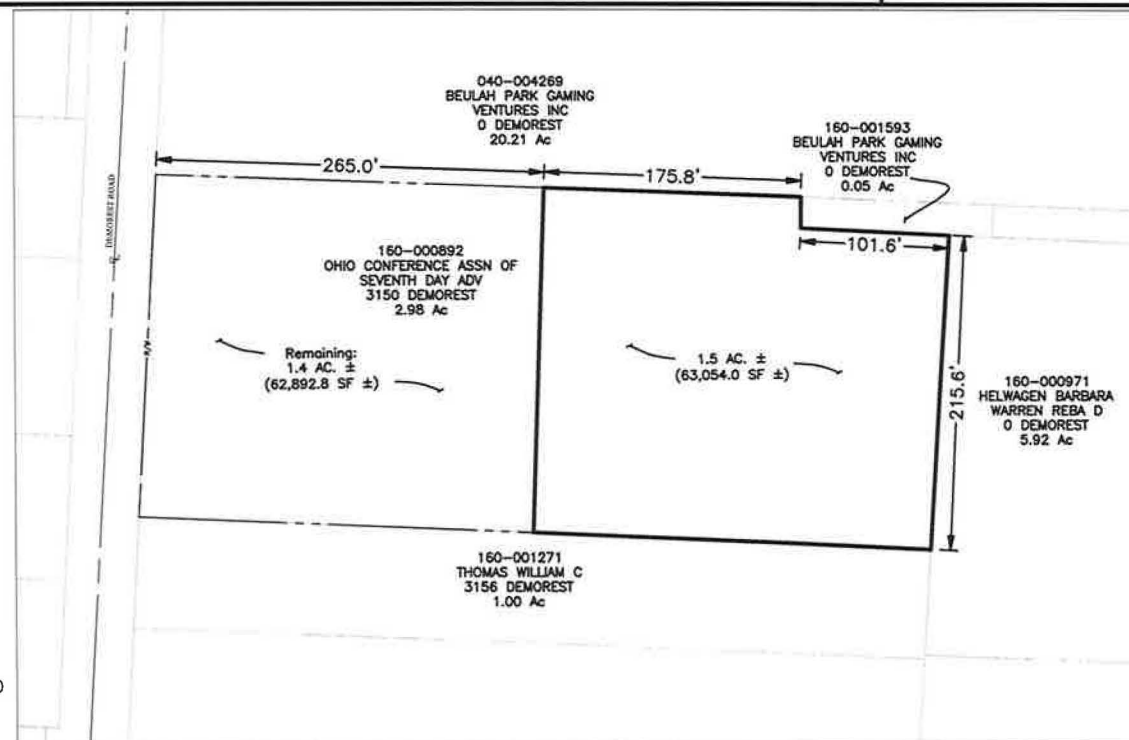
Date: September 26, 2019

Scale: 1" = 100'

Job No: 2019-0038

NOTE:

This Exhibit was prepared using Franklin County Auditor GIS information. No actual field survey was collected for the purpose of this Exhibit. A detailed Survey of Acreage associated with the said lot split parcel purchase will be provided separately.



GRAPHIC SCALE (in feet)

J:\20190038\DWG\04SHEETS\EXHIBITS\BEULAH PARK - SCHOOL\BOUNDARY\EXHIBIT C\20180038-VS-BNDY-01 - EXHIBIT C.DWG plotted by MONTGOMERY, CARLY on 9/26/2019 3:58:27 PM last saved by CMONTGOMERY on 9/26/2019 3:56:58 PM
Yref:



PO Box 1230
790 Fairgrounds Rd.
Mt. Vernon, Ohio 43050-8230
Telephone: (740) 397-4665
Fax: (740) 397-1648
www.ohioadventist.org

LORI L McCONNAUGHEY, Notary Public
In and for the State of Ohio
My Commission Expires Aug. 16, 2020

Date: 09/12/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Smith
Sponsor: Ms. Houk
Emergency: 30 Days: X
Current Expense:

No.: C-53-19
1st Reading: 09/16/19
Public Notice: 09/17/19
2nd Reading: 10/07/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-53-19

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO
ENTER INTO AN AGREEMENT WITH THE SOUTH-WESTERN CITY
SCHOOL DISTRICT FOR THE DEVELOPMENT OF A NEW SCHOOL SITE
IN THE CITY AND FOR USE OF THE BROOKPARK MIDDLE SCHOOL SITE

WHEREAS, the City of Grove City and South-Western City School District desire to collaborate to provide value to the taxpayers of the City and the District; and

WHEREAS, the District's expanding enrollment and condition of facilities necessitated the District's acquisition of real property as a site for construction of a new school building; and

WHEREAS, the City holds options to property within the Beulah Park area, which is being redeveloped to include a mix of uses including housing and parks and recreation spaces, that would be suitable for use as a school; and

WHEREAS, the District holds fee simple interest in the site of the current Brookpark Middle School, which the District intends to phase out of use as regular classroom space in coming years as set forth herein; and

WHEREAS, the City desires to acquire rights to the possession and use of real property for City operations and public recreational facilities; and

WHEREAS, the possession and use of theater facility on the Premises will be a great benefit to the promotion of the arts by providing an additional location for hosting performances and shows for the community; and

WHEREAS, entry into this agreement affords the opportunity for the District to acquire property located in the City for construction and operation of a school, and to benefit from the improvements being financed by the Tax increment Financing for Beulah Park, and for the City to retain income tax revenue and acquire a possessory interest in property and structures within the City for its operations and public recreational use; and

WHEREAS, this agreement furthers the interests of the City and the District in collaboration that benefits the taxpayers and other constituencies of each entity.

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 an agreement with the South-Western City School District as attached hereto as Exhibit A.

C-53-19

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into on this the ____ day of _____, 2019 ("Effective Date"), by and between South-Western City School District Board of Education ("Landlord"), whose address is 3805 Marlane Drive, Grove City, Ohio 43123 and the City of Grove City, Ohio an Ohio municipal corporation ("Tenant"), whose address is 4035 Broadway, Grove City, Ohio 43123.

WHEREAS, the City of Grove City and South-Western City School District desire to collaborate to provide value to the taxpayers of the City and the District; and

WHEREAS, the District's expanding enrollment and condition of facilities necessitated the District's acquisition of real property as a site for construction of a new school building; and

WHEREAS, the City holds options to property within the Beulah Park area, which is being redeveloped to include a mix of uses including housing and parks and recreation spaces, that would be suitable for use as a school; and

WHEREAS, the District holds fee simple interest in the site of the current Brookpark Middle School, which the District intends to phase out of use as regular classroom space in coming years as set forth herein; and

WHEREAS, the City desires to acquire rights to the possession and use of real property for City operations and public recreational facilities; and

WHEREAS, the possession and use of theater facility on the Premises will be a great benefit to the promotion of the arts by providing an additional location for hosting performances and shows for the community; and

WHEREAS, entry into this Lease affords the opportunity for the District to acquire property located in the City for construction and operation of a school, and to benefit from the improvements being

financed by the Beulah Park TIF, and for the City to retain income tax revenue and acquire a possessory interest in property and structures within the City for its operations and public recreational use; and

WHEREAS, this Lease furthers the interests of the City and the District in collaboration that benefits the taxpayers and other constituencies of each entity;

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

1. **PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the property located at 2803 Southwest Blvd., Grove City, Ohio 43123 ("Premises"). The Premises are described on **Exhibit A**, attached hereto and hereby made a part hereof. Landlord makes no representations about the current condition of the Premises. Landlord has no obligation to prepare the Premises for Tenant or to address any defects in the Premises or any limitation on its use. During the term of this Lease, the Premises shall be utilized fully by Tenant except that Landlord reserves the right to utilize a portion of the Premises for school operations as school administrative offices or other related purposes. The area upon the Premises that may be used for such purposes is depicted in the attached **Exhibit B**, and shall not exceed twenty percent (20%) of gross floor area of the building space. If the Landlord requires more than 20% of the building space for school operations during the term of the Lease, the Landlord will reimburse the Tenant for improvements made to the site for a prorated portion of the Tenant's improvement costs based upon the remaining term of the Lease Agreement. Notwithstanding the foregoing green space to the west of the water course shall be available to Landlord to support normal school activities, and Tenant will not build on such green space.

For the consideration of ten dollars (\$10.00), which the Parties acknowledge has been tendered by Tenant to Landlord, Tenant shall have an option to purchase the modular structures for a cost of one

dollar (\$1.00); if Tenant does not exercise this option, Landlord agrees to remove the existing modular structures from the Premises, at its expense, prior to commencement of the initial lease term.

2. LEASE TERM. The term of this Lease shall be for one hundred and twenty (120) months (the "Initial Lease Term"), commencing on July 1, 2022 and terminating on the last day of the last full month of the Initial Lease Term. Landlord shall vacate the Premises, with the exception of the limited school operations referenced in Section 1 titled PREMISES, on or before June 30, 2022. If Landlord vacates prior to June 30, 2022, Tenant shall have the option to commence the Initial Lease Term following the date Landlord has vacated the Premises and notifies Tenant that the Premises have been vacated.

Tenant may assume possession of the fields on the Premises, as depicted in Exhibit C, by providing Landlord not less than thirty (30) days notice of its intent to do so and its agreement to assume maintenance thereof in the form attached hereto as Exhibit D. If Tenant exercises its right to assume possession of the fields prior to the start of the Initial Lease Term, the Tenant's possession of the fields shall continue for the duration of the Initial Lease Term and any Renewal Lease Terms. ***If Tenant exercises its right to assume possession prior to the start of the Initial Lease term, Landlord shall be granted first priority over the City of use to support normal school activities (e.g., football games, track activities). All other activities shall be scheduled using the agreed upon web-based software. Tenant will not change the existing purpose of the fields prior to the start of the Initial Lease Term.***

Additionally, following the effective date of this Agreement, Tenant shall have the right to use of the theatre facility on the Premises, at no cost, during times when Landlord is not conducting normal school sessions (i.e., summer break, spring break, etc.). To exercise this right, a representative of Tenant shall contact a representative of Landlord to be designated by Landlord, and shall reserve theatre space at available times in accord with Landlord's customary procedure for reserving theatre space.

Unless notice of intent to terminate is provided by either Party to the other not less than one year prior to the end of the Initial Lease Term, the lease and this Agreement shall automatically renew for a period of five years ("Renewal Lease Term"). The lease and this Agreement shall continue to renew automatically for additional five year Renewal Lease Terms unless, not less than one year prior to the end of any Renewal Lease Term, either Party provides to the other its notice of intent to terminate.

3. RENT. Consideration for Tenant's use of the Premises shall consist of Tenant's timely full and unencumbered, conveyance without reservations to Landlord of real property within the City of Grove City suitable for Landlord's construction and operation of a school, which is depicted generally in Exhibit E attached hereto. Tenant shall not otherwise be required to pay any rent for the Premises. Tenant shall comply with all applicable laws and regulations in connection with its use of the Premises.

4. PURCHASE OPTION. For the consideration of ten dollars (\$10.00), which the Parties acknowledge has been tendered by Tenant to Landlord, Tenant shall have an option to purchase the Premises for a cost of ten dollars (\$10.00). Tenant may exercise this option only if Landlord no longer uses the Premises for school purposes and intends to divest itself of the Premises, and if transfer of the Premises to the City is permitted under Chapter 3313 of the Ohio Revised Code or any successor provisions to said Chapter. The term of this option shall be coextensive with the Initial Lease Term and any Renewal Lease Term. The Parties shall prepare a Memorandum of Lease, including this purchase option, for purposes of recording in the office of the Franklin County Recorder.

5. MAINTENANCE, REPAIRS, IMPROVEMENTS AND REPLACEMENTS.

a. ***Tenant*** shall be responsible for all phases of repairs, replacements, and improvements to the interior and exterior of the building including, but not limited to the roof, exterior walls and any structural components of the Premises, the HVAC, plumbing, sewage, sprinkler and other utility lines to the Premises (including all exterior electric wiring and electrical fixtures, exterior pipes, drains and

plumbing connections, equipment and fixtures), and parking lot. Notwithstanding the foregoing, Landlord shall only be required to make any such repairs, maintenance or replacements as Landlord deems reasonably necessary, and Tenant shall be responsible for all repairs to the Premises that are necessary due to Tenant's negligence or willful misconduct.

b. Tenant shall keep the Premises in good repair, ordinary wear and tear excepted. Tenant shall be solely responsible for the following: installation and maintenance of the HVAC for the Premises, upgrade and maintenance of internal Tenant space, snow removal, and routine maintenance of restroom facilities, boiler, landscaping, grounds, sidewalks, parking lot, and exterior lighting fixtures. Tenant shall be solely responsible for any code compliance upgrades required as a result of any renovation or other activity that it initiates.

Landlord hereby consents to any improvements made by Tenant to be made to the interior or exterior of the Premises so long as Tenant submits to Landlord its plans and specifications for such improvements in advance. Improvements that alter the ability to use the facility for educational purposes, including but not limited to alteration of the kitchen facilities, require the prior written approval of Landlord.

6. TERMINATION. In the event that the Landlord needs to utilize the premises occupied by Tenant during the Lease Term for educational purposes in excess of the gross floor area permitted by Section 1 titled PREMISES, the Landlord may, following written notice to Tenant not less than *two hundred seventy four (274) days* in advance of the intended termination date, terminate the Lease and reimburse Tenant for its expense in installing Tenant improvements on a pro rata basis based upon the Term of the Lease remaining as of the intended termination date.

7. DEMOLITION AND GRANT ASSISTANCE. Landlord agrees to pay costs of partial demolition to accommodate Tenant's use of the Premises, under the rules of the Ohio Facilities

Construction Commission (OFCC) providing for demolition assistance based upon square footage, and provided that Landlord secures funding for such demolition from the OFCC. It is expected that OFCC will have funds available for these purposes no later than January 1, 2020.

Landlord and Tenant further agree to provide good-faith assistance to each other in applying for grant funding, or other forms of funding through state or federal programs, for expenses related to the partial demolition, improvements, operations, road construction, and other infrastructure improvements occurring upon the Premises or providing general enhancement to the Premises or areas surrounding and benefiting the Premises during the Initial Lease Term and any Renewal Lease Term.

8. UTILITIES AND SERVICES. Tenant shall be responsible for the payment of all utilities and cleaning/trash service on the Premises during the Lease Term. Tenant's responsibility for payment of utilities shall include electrical service for operation of exterior and parking lot lighting.

9. INSURANCE. Tenant shall, at its sole cost and expense, be required to maintain: Commercial general liability insurance insuring against bodily injury (including death) and property damage (including loss of use), against liability arising out of Tenant's use, occupancy, or maintenance of the Premises, with minimum limits of liability in the amount acceptable to Landlord; and

Commercial property insurance, insuring against loss of, or damage to, Tenant's improvements and fixtures, equipment, inventory and personal property used in the conduct of its business in its exclusive portion of the Premises, covering all risks of physical loss in forms of insurance available on the market at the time the insurance is purchased.

10. FIRE OR OTHER CASUALTY. In the event of any fire or other casualty causing material damage to the Premises during the Initial Lease Term or Renewal Lease Term, either Party may terminate this Lease by providing notice of intent to terminate, effective as of the date of such fire or other casualty. Insurance proceeds shall be applied exclusively to reconstruction or repair of the Premises.

11. ASSIGNMENT. In no event shall Tenant assign or sublet the Premises without obtaining the prior written consent of Landlord, which consent can be withheld in Landlord's sole discretion.

12. BINDING EFFECT/ENTIRE AGREEMENT. The provisions contained herein shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Lease and any exhibits attached hereto constitute the entire agreement of the parties. No change, amendment or addition to this Lease shall be effective unless mutually agreed upon in writing.

13. SEVERABILITY. If any term or provision of this Lease or the application thereof to any person or circumstances shall be to any extent invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

14. APPROVAL. The terms and conditions contained herein are subject to approval from City Council of the City of Grove City, Ohio and the South-Western City School District Board of Education.

15. TAXES. The Parties shall cooperate in good faith to complete and submit any forms or notices necessary to maintain the Premises' tax-exempt status. If either Party acts upon the Premises in a way causing the Premises or part thereof to lose tax-exempt status, then that Party shall be responsible for timely payment in full of all taxes assessed as a result of that Party's action.

16. NOTICES. Any notice given in furtherance of this Lease Agreement shall be made via U.S. Mail to the following addresses:

SOUTH-WESTERN CITY SCHOOL DISTRICT
Attn: Superintendent
3805 Marlane Drive

Grove City, Ohio 43123

CITY OF GROVE CITY

Attn: Mayor

4035 Broadway

Grove City, Ohio 43123

Each Party may revise these notice provisions as necessary by providing notice of such revision to the other Party.

17. WARRANTY OF TITLE. Landlord hereby warrants that it is the true and lawful owner of the Premises defined in Exhibit A, is lawfully seized of the same in fee simple, and has the full and complete authority to grant to Tenant the rights to the Premises as set forth in this Lease. Tenant hereby warrants that it is the true and lawful owner of and/or in the process of acquiring the property defined in Exhibit E, is lawfully seized of the same in fee simple, and has the full and complete authority to transfer the property to Landlord as set forth in this Lease.

(REST OF PAGE LEFT INTENTIONALLY BLANK, SIGNATURE PAGE TO FOLLOW)

The parties have executed this Lease Agreement as of the day first above written.

LANDLORD:

South-Western City Schools
Board of Education

By:

Dr. Bill Wise
Superintendent

By:

Mr. Hugh W. Garside, Jr.
Treasurer

TENANT:

The City of Grove City, Ohio
an Ohio municipal corporation

By:

Charles W. Boso, Jr.
City Administrator

Approved as to Form:

Stephen J. Smith
Law Director, City of Grove City

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

Michael Turner, Director of Finance

Date

EXHIBIT A

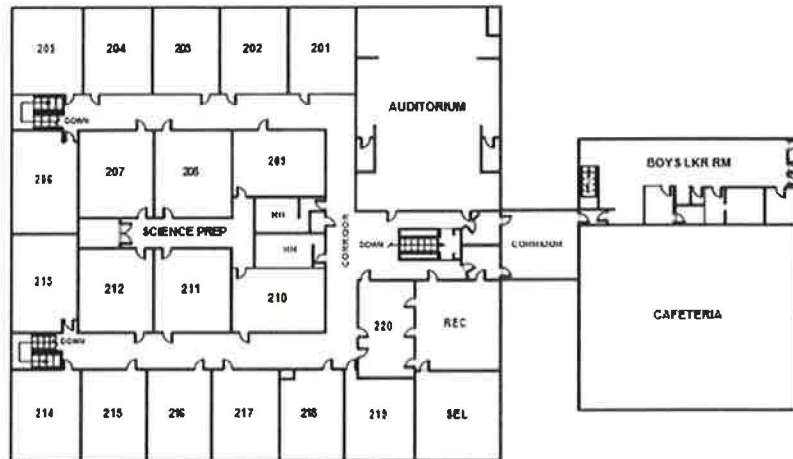
DESCRIPTION OF PREMISES



EXHIBIT B

AREA OF BUILDING AVAILABLE FOR CONTINUING USE BY LANDLORD

2ND FLOOR



1ST FLOOR

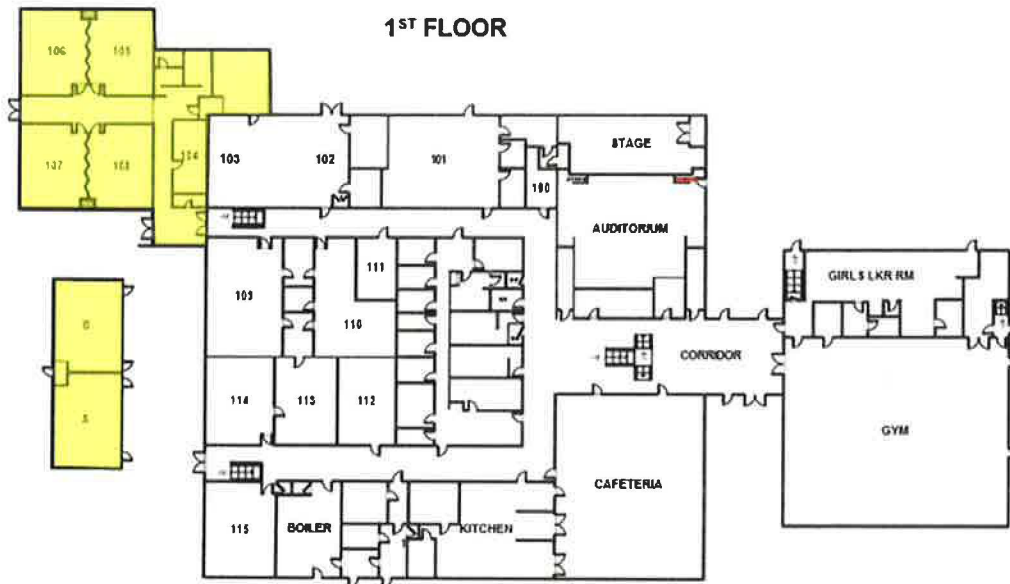


EXHIBIT C

DEPICTION OF FIELD AREAS ON PREMISES



EXHIBIT D

FORM OF NOTICE OF INTENT TO ASSUME POSSESSION OF FIELD AREAS

NOTICE OF INTENTION TO ASSUME POSSESSION OF FIELD AREAS

Pursuant to the Lease Agreement entered between the South-Western City School District Board of Education ("Landlord") and the City of Grove City ("Tenant") concerning 2803 Southwest Boulevard, Grove City, Ohio, on _____, 2019, the City of Grove City hereby provides notice of its intention to take possession of the field areas depicted in Exhibit C of said Lease Agreement.

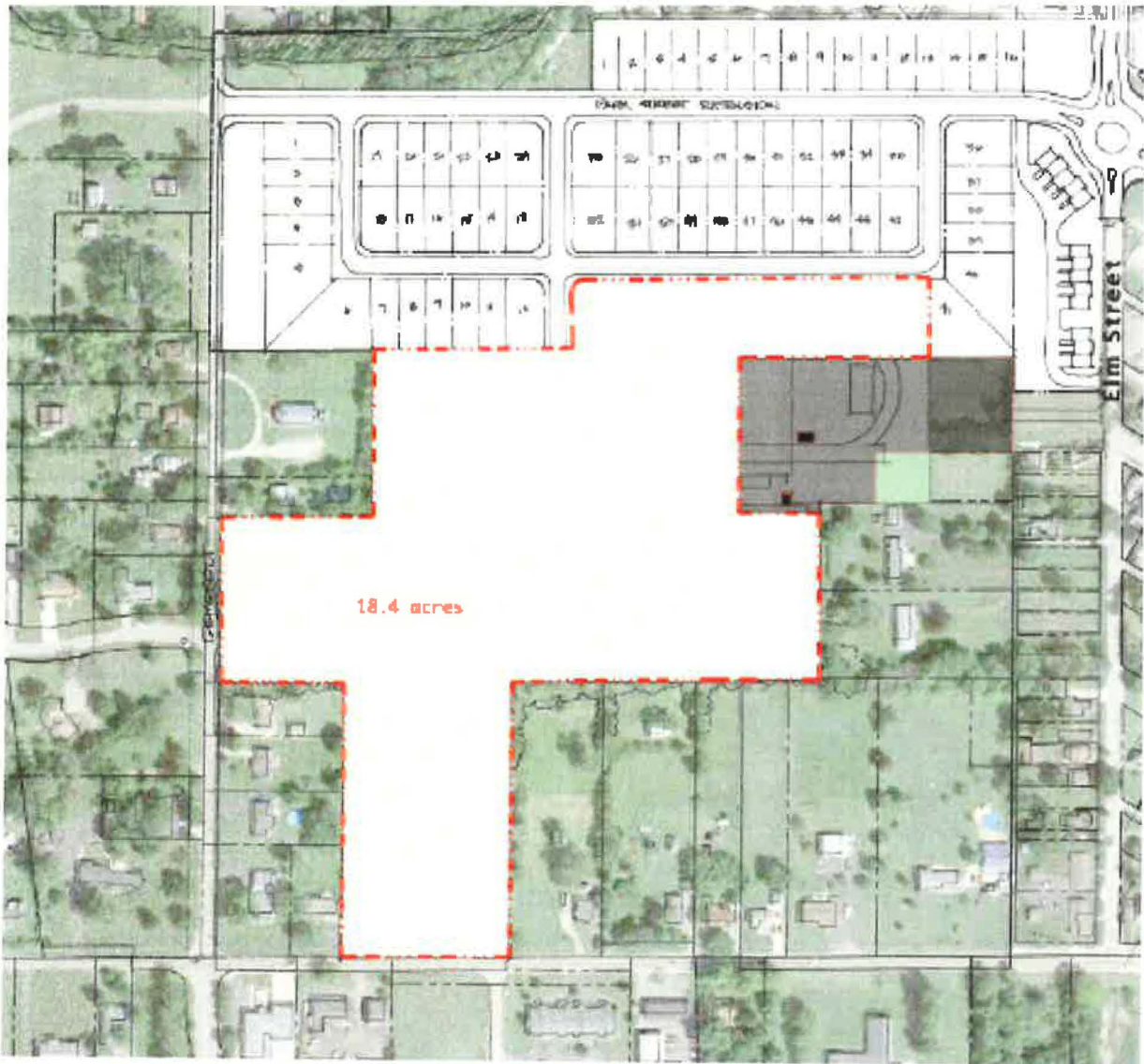
Tenant's right to continued possession of the field areas shall be conditioned upon the following:

- Tenant maintaining the fields in good repair, regular wear and tear excepted;
- Tenant using the fields exclusively for public recreational purposes;
- Tenant granting Landlord first priority of use of the field area to support normal school activities in the event Tenant assumes possession prior to the start of the Initial Lease term.

Maintaining the fields in good repair includes activities including mowing, weed control, marking, and grading of the fields as necessary to maintain their suitability for public recreational purposes.

EXHIBIT E

DEPICTION OF PREMISES TO BE CONVEYED TO SCHOOL DISTRICT



0127090.0607160 4816-5627-2802v3

Date: 10/01/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mayor Stage
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-46-19
1st Reading: 10/07/19
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR-46-19

**A RESOLUTION AUTHORIZING THE USE OF PUBLIC FUNDS FOR THE
PLANTING OF TREES ON PRIVATE PROPERTY; DECLARING IT TO BE A
PUBLIC PURPOSE; AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER
INTO AGREEMENTS WITH PRIVATE OWNERS TO MAINTAIN SUCH TREES**

WHEREAS, City Council has the authority to approve the spending of public funds on private property so long as the expenditure advances a valid public purpose; and

WHEREAS, City Council has determined that the planting of trees on private property constitutes a valid public purpose beneficial to the general welfare of the City by providing community and environmental benefits that improve the quality of life of our residents; and

WHEREAS, to promote the public health, welfare and safety of all the residents and guests of the City, the City hereby authorizes the City Administrator, or designee, to enter into agreements with private landowners to care for and maintain trees paid for with public funds on private property.

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

SECTION 1. The City Administrator, or designee, is hereby authorized to use certain public funds to purchase and plant trees on private property along certain streets and highways of the City with the cooperation of the private property owners. The City is responsible for purchasing and planting such trees and for restoring the landscape to as close as possible to the condition before the planting.

SECTION 2. This tree planting project is hereby declared to be a public purpose for the enhancement and beautification of the City.

SECTION 3. The City Administrator, or designee, is authorized to enter into agreements, in a form prepared by the Director of Law, with private landowners prior to the planting of such trees. Said agreement shall require the private landowner to maintain and properly care for the newly planted trees.

SECTION 4. This resolution shall take effect at the earliest date provided by law.

Stephen Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council