

Repealed By CR-12-78

RESOLUTION NO. CR-11-77

Replaced by C-1-78

A RESOLUTION TO ADOPT AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH THE GREEN MEADOWS LAND COMPANY FOR SANITARY SEWER SERVICE

WHEREAS, Green Meadows Land Company, a limited partnership organized under the laws of Ohio, is willing to install parts of the South Sewer Districts sewer system for the City of Grove City;

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

SECTION 1. The Mayor is hereby authorized and directed to sign the attached agreement.

SECTION 2. The attached agreement is adopted and made a part of this resolution.

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

Submitted: 4/4/77

Passed: 4/4/77

Effective: 5/4/77

Robert E. Evans
Robert E. Evans, President of Council

Michael T. Brandt
Michael T. Brandt, Mayor

Attest: *June A. Cook*
June A. Cook, Clerk of Council

I Certify that this resolution is correct as to form.

Ronald E. Plymale
Ronald E. Plymale, Director of Law

AGREEMENT FOR SANITARY SEWER SERVICE

This Agreement is made effective this _____ day of _____, 19___, by and between the City of Grove City of 42 East Park Street, Grove City, Ohio 43123 (hereinafter referred to as "City" and Green Meadows Land Company, a limited partnership organized under the laws of Ohio, of 1050 Freeway Drive North, Columbus, Ohio 43229 (hereinafter referred to as "Green Meadows").

RECITALS

A. Green Meadows owns real estate tax parcels numbers 73, 176, and 1141, northeast of the intersection of Hoover and Holton Roads in Grove City, Ohio. Said real estate is more particularly described on Exhibit A which is attached hereto and made a part hereof by reference (hereinafter referred to as "Green Meadows' real estate").

B. Green Meadows' real estate is located within the boundaries of the South Sewer District as established by the City.

C. Green Meadows desires to provide sanitary sewer service to Green Meadows' real estate at the earliest possible time.

D. In consideration of their mutual promises, covenants, and agreements, the parties hereto agree as follows:

PROMISES, COVENANTS, AND AGREEMENTS

1. The City shall construct a sanitary sewer system consisting of lift station and force main, sewer lines, manholes and appurtenances (hereinafter referred to as the "sewer system"), from the east right-of-way line of Hoover Road at Grant Run to the manhole on Buckeye Service Corporation's property at Borrer Road. Said sewer system will be built in a manner and at locations consistent with and in substantial compliance with the criteria set forth in the report of sewer development cost for southwest Grove City, Franklin County, Ohio, as prepared by R. L. Edwards Associates, Inc., dated January 1, 1976, copies of which have been furnished to both parties to this Agreement.

2. Said sewer system shall be installed in accordance with the requirements of Chapter 1103 of the 1975 Grove City Code of Ordinances.

3. It is estimated that the cost of construction the aforesaid sewer system will be approximately \$146,000. The cost of the sewer system will include the actual cost of construction, including the cost

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of labor and materials for providing and installing the sewer system and appurtenances, construction administration and inspection, performance bonds, insurance costs solely incurred as a result of said construction, construction engineering, and other similar such costs directly related to constructing the sewer system in accordance with Ohio's and City's requirements. The City shall share in the cost of sewer that exceeds the needs of Green Meadows' real estate -normally the material cost for a twelve (12) inch or larger sewer- as determined in Section 1101.11, "Costs To Be Shared By The City". of the 1975 Grove City Code of Ordinances. Green Meadows shall pay all other costs.

4. Engineering and other work reasonably necessary for the construction of said sewer system will be coordinated by the City and Green Meadows and will be paid for by Green Meadows. The City shall cause the construction of said sewer system to be let for bid in accordance with applicable laws and policies of the City. Green Meadows shall pay for all costs of construction of said sewer system subject to the terms and provisions of the construction contract for said sewer system. However, the requirement that Green Meadows pay for the construction of said sewer system is contingent upon Green Meadows' written approval of the bid for the construction of said sewer system which the City elects to accept.

5. All costs paid by Green Meadows for construction of the sewer system as aforesaid shall be credited to Green Meadows' real estate as prepayment of the fees necessary to connect into the sewer system as established by the City's Code of Ordinances. After acceptance by the City of a plot or development plan for any part of Green Meadows' real estate, Green Meadows shall submit to the City's engineer a map showing the lots or sections of land to which prepayments are to be applied and a sequence for applying future prepaid fees. Credits for prepaid fees shall be made only against those lots or land sections that have been designated on the map. As an alternative, Green Meadows may, from time to time, ask for releases for such prepayments for lots or section of land selected at random. Prepaid fees shall be applied first to the cost of the lift station and force main and then to the balance of the sewer system.

6. Buckeye Boys' Ranch and Grove City Country Club will make connection into the subject sewer system for connection fees to be

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agreed upon between the City and such entities. It is estimated that such connection fees will be between seven thousand dollars (\$7,000.00) and ten thousand dollars (\$10,000.00), per connection. Such fees will be paid directly by such entities to Green Meadows as a reduction of the costs paid by Green Meadows in construction of the sewer system. The City hereby waives the fees necessary for Buckeye Boys' Ranch and the Grove City Country Club to connect into the sewer system. The extension of the sewer system upstream shall not otherwise effect the prepaid fees of Green Meadows.

Anyone wishing to develop land south of Green Meadows' real estate and tie into the above sewer and being adjacent to and within five hundred (500) feet of the sewer line constructed under this Agreement shall pay the City an amount determined from the following formula:

$$\frac{C - F_b - F_g - S}{L} = c, \text{ and } A = cl$$

when

C = construction costs incurred by Green Meadows as stipulated in paragraph 3.

$F_b - F_g$ = amounts paid to Green Meadows by Buckeye Boys' Ranch (F_b) and the Grove City Country Club (F_g).

S = connection fees credited to Green Meadows.

L = length of sewer from lift station to Hoover Road right of way.

c = cost per linear foot of sewer

l = average length of sewer adjacent to land being developed.

A = The amount paid to the City.

Said amount shall be forthwith forwarded by the City to Green Meadows until discharge of City's obligation under this Agreement.

8. The total credits made to Green Meadows shall not exceed the total costs incurred by Green Meadows as described in Paragraph 3. Green Meadows' right to sewer connection fees will cease after Green Meadows has covered all of its costs as provided in Paragraph 3, either by way of credits, payments from Buckeye Boys' Ranch, Grove City Country Club and downstream users, or by way of recoupment of prepaid sewer connection fees. Subsequent to such time, fees shall be collected by the City in accordance with its Code of Ordinances. In any event, the City's obligations under this Agreement will terminate fifteen (15) years from the date this Agreement is executed on behalf of the City.

9. After the termination of this Agreement charges for connecting to or extending the sewer system shall be determined by the Council of City and shall accrue entirely to the City.

10. The within Agreement is subject to the City being able to obtain easements for the sewer system thru the land of Columbus Grove, Ltd., which is located to the south between Green Meadows' real estate and the land owned by Buckeye Service Corporation, at no cost for such easements, and within three months following the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have subscribed these presents effective the date first set out above.

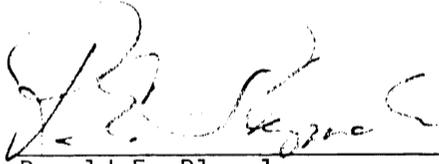
The City of Grove City

By _____

Green Meadows Land Company

By _____

This legal agreement has been approved by:



Ronald E. Plymale
Director of Law
City of Grove City, Ohio
This _____ day of _____, 1977.