

*Repealed by CR-12-78  
& Replaced by C-2-78*

RESOLUTION NO. CR-12-77

A RESOLUTION TO ADOPT AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH THE NATIONWIDE DEVELOPMENT COMPANY FOR SANITARY SEWER SERVICE

WHEREAS, the Nationwide Development Company, 246 North High Street, Columbus, Ohio is willing to install parts of the South Sewer District's 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. Pymale*

Ronald E. Pymale, 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 Nationwide Development Company, and Ohio Corporation of 246 North High Street, Columbus, Ohio 43216 (hereinafter referred to as "Nationwide").

RECITALS

A. Nationwide owns real estate tax parcels numbers 246, 251, 267, and 283, at the intersection of State Route 665 and Interstate 71 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 "Nationwide's Real Estate").

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

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

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

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 Nationwide's real estate. 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 of 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 constructing the aforesaid sewer system will be approximately \$81,000. The cost of the sewer system will include the actual cost of construction, including the cost 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 the Ohio's and City's requirements. The CITY shall share in the cost of sewer that exceeds the needs of Nationwide's real estate -normally 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. Nationwide shall pay all other costs.

4. Engineering and other work reasonable necessary for the construction of said sewer system will be coordinated by the City and Nationwide and will be paid for by Nationwide. 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. Nationwide 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 to be entered into by the City and the contractor for said sewer system. However, the requirement that Nationwide pay for the construction of said sewer system is contingent upon Nationwide's written approval of the bid for the construction of said sewer system which the City elects to accept.

5. All costs paid by Nationwide for construction of the sewer system as aforesaid shall be credited to Nationwide's 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 Nationwide's real estate, Nationwide 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 Nationwide may, from time to time, ask for releases for such prepayments for lots or sections of land selected at random.

6. Buckeye Boys' Ranch and Grove City Country Club will make connection into the subject sewer system for connection fees to be agreed upon between the City and such entities. It is mutually agreed that such fees shall be applied to reduce the cost to Green Meadows Land

Company, 1050 Freeway Drive North, Columbus, Ohio 43229, for financing the construction of the portion of the sewer system east of Hoover Road.

7. Anyone except the Grove City Country Club and Buckeye Boys' Ranch wishing to develop land the development of which require using the sewer system constructed in accordance with this agreement, shall pay the City an amount determined from the following formula:

$$A = \frac{C-F-S}{N}, \quad \text{or } T \text{ which ever is less}$$

when A = amount paid to the City.

C = Construction costs incurred by Nationwide as stipulated in paragraph 3. This also represents the initial prepaid fees.

F = That portion of the prepaid fees that has been used by Nationwide through connection to the sewer system.

N = Number of persons using the sewer.

S = All previous credits from other sources.

T = Total amount of connection fee due from person wishing to connect to the sewer.

Said amounts shall be forthwith forwarded by the City to Nationwide until discharge of City's obligation under this agreement.

8. The total credits made to Nationwide shall not exceed the total costs incurred by Nationwide as described in Paragraph 3. Nationwide's right to sewer connection fees will cease after Nationwide has recovered all of its costs as provided in Paragraph 3, either by way of credits of payments from other 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 obligation 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 within six (6) 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 28 day of March, 1977.