

RESOLUTION CR-77-14

A RESOLUTION SUPPORTING THE MODIFIED DEVELOPMENT AGREEMENT AS APPROVED BY THE SOUTHWEST PUBLIC LIBRARIES FOR THE DEVELOPMENT OF THE NEW LIBRARY

WHEREAS, on December 1, 2014 City Council unanimously enacted Ordinance C-67-14 which approved the Modified Development Agreement with the Southwest Public Libraries; and

WHEREAS, on December 9, 2014 the Southwest Public Libraries Board unanimously approved a Modified Development Agreement; and

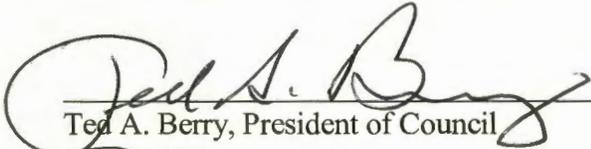
WHEREAS, the Modified Development Agreement approved by the Southwest Public Libraries Board included clarifications to the Agreement that were different than what was approved by Council; and

WHEREAS, these clarifications are not material to the Agreement therefore re-approval of the full agreement is not necessary to move forward with the development of the new library.

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

SECTION 1. This Council hereby supports the Modified Development Agreement as approved by the Southwest Public Libraries on December 9, 2014. Upon review, this Council finds that the changes are non-material and desires to move forward with the development of the new library in the Town Center.

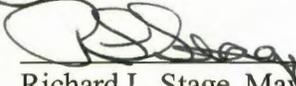
SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

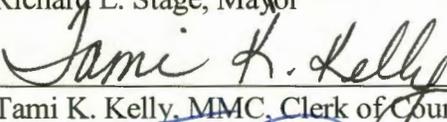

Ted A. Berry, President of Council

Passed: 12-15-14

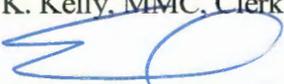
Effective: 12-15-14

Attest:


Richard L. Stage, Mayor


Tami K. Kelly, MMC, Clerk of Council

I certify that this resolution is correct as to form.


Stephen J. Smith, Director of Law

CR-77-14

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "**Agreement**") is made and entered into on the ___ day of _____, 2014, by and between **SOUTHWEST PUBLIC LIBRARIES**, a school district public library organized and existing under Chapter 3375 of the Ohio Revised Code (the "**Library**"), whose address is 3359 Park Street Grove City, Ohio 43123, 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 (the "**City**"), whose address is 4035 Broadway, Grove City, Ohio 43123. The City and the Library may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

BACKGROUND INFORMATION

A. On April 1, 2013, the Council for the City approved, by Ordinance C-19-13, the purchase agreement for the following tracts of improved and unimproved real property located in downtown Grove City: (1) 3951 Broadway known as Franklin County Auditor's Tax Parcel Number 040-000131; and (2) 3959 - 3963 Broadway known as Franklin County Auditor's Tax Parcel Number 040-000236 ("**Site**"). The City has closed on the purchase of the Site and taken title thereto. The Site, along with other parcels previously acquired or in the process of being acquired by the City as shown on **Exhibit A**, on the sheet entitled "Preliminary Development Plan", dated September 19, 2014, Sheet 2/4 by EMH&T, shall collectively be known as the "**Future Library Site**."

B. The overall site and plan for the Future Library Site is set forth, along with the details in Exhibit A hereto, in the plan entitled "GROVE CITY LIBRARY – SITE PLAN", dated September 25, 2014, by MKSK Landscape Architecture + Urban Planning; Braun & Steidl Architects; and HBM Architects, a copy of which is attached hereto and incorporated herein as **Exhibit B**, and referred to herein as the "**Preliminary Development Plan**". The legal description for the real property for the site of the Preliminary Development Plan is attached hereto as **Exhibit C**.

C. Both the City, through the Grove City Planning Commission's approval of the Preliminary Development Plan on September 24, 2014, and through City Resolution CR-55-14 passed during the City's Council meeting on October 6, 2014; and the Library, through its Board meeting on October 13, 2014, have approved the Preliminary Development Plan, and both have agreed to design and construct a new library on the Future Library Site in accordance with the Preliminary Development Plan.

D. The new library shall be approximately Forty Eight Thousand (48,000) square feet and shall be constructed in a manner consistent with and of a similar character and quality of other buildings located in downtown Grove City and as approved by City Council ("**New Library**").

E. In addition to the New Library, the construction shall include certain public improvements on the Future Library Site including, but not be limited to, landscaping, streetscape features, planters, sidewalks, benches, parking areas with a minimum of 86 public parking spaces, access ways, and curb cuts, all of which shall be constructed in a manner

consistent with the character and quality of other buildings and improvements located in downtown Grove City and as approved by City Council. The Future Library Site, exclusive of the area occupied by the New Library building footprint, is hereinafter referred to as the “**Public Areas.**”

F. At Finance Closing (as hereinafter defined), the City and the Library shall enter into a lease/purchase agreement for the Future Library Site, in substantially the same form as the Lease/Purchase Agreement attached hereto as **Exhibit D** (the “Lease/Purchase Agreement”), under which the Parties will outline possession, lease payments, and turn over events for the New Library.

STATEMENT OF AGREEMENT

NOW THEREFORE, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Library hereby agree to the foregoing Background Information, which is expressly incorporated into this Statement of Agreement as though fully set forth herein, and agree as follows:

ARTICLE I DESIGN AND CONSTRUCTION

1. Design. The Library shall have complete control over the design and layout of the interior of the New Library, including the furniture, furnishings, fixtures, shelving, and equipment. The City and the Library have selected Braun & Steidl Architects; and HBM Architects as the Architects for the New Library (collectively, the “**Architect**”), and the City shall be responsible for contracting with the Architect for the New Library and be responsible for paying the Architect’s fees. The City shall be responsible for entering into, consistent with applicable law (including applicable requirements for bidding and contract award), such contracts as are necessary to cause the construction of the New Library, consistent with the Construction Drawings, as defined herein.

2. Description and Payment of Preconstruction and Construction Services. The City shall be responsible, at its sole cost and expense, for any and all necessary preconstruction and site investigations including, but not limited to, subsurface investigations and tests, evaluation of environmental conditions, permitting, and development work for: (a) the site development, engineering, design, and construction of the New Library, subject to the Library’s rights and obligations in connection with the Design, as set forth in Paragraph 1 of this Article I; and (b) the design and construction of the public improvements in the Public Areas as detailed in the Preliminary Development Plan. The City shall also be responsible for administering, overseeing and coordinating all aspects of the bidding and construction of the New Library in conformance with all applicable laws, including prevailing wage. Prevailing wage statements and other information shall be provided to the Library.

3. Final Development Plan. The City and the Library acknowledge that the while a Preliminary Development Plan has been approved by each of the Parties; the Final Development Plan (“**Development Plan**”) has yet to be submitted for consideration in the planning and zoning process and that minor changes may occur in the planning process once final architecture and

engineering it completed in the project. The City and the Library agree that the Development Plan, including any and all changes from the Preliminary Development Plan, is subject to the Library's approval, and that if the Development Plan is not approved, at the Library's sole discretion, the Library shall have the right to terminate this Agreement and shall have no further obligations to the City under this Agreement or the Lease/Purchase Agreement.

4. Construction Drawings. Unless otherwise agreed to in writing by the City and Library, within One Hundred and Eighty (180) days after (i) the full execution of this Agreement, and (ii) the City providing all necessary information related to site investigations, subsurface investigations and tests, evaluation of environmental conditions, permitting, and development work for the New Library, the Library shall submit detailed construction drawings for the New Library ("**Construction Drawings**") to the City for review and approval, which shall not be unreasonably withheld. The City shall retain all common law, statutory and other reserved rights, including copyrights, with respect to the Construction Drawings, but only to the extent the Architect agrees to transfer such ownership rights. The Library shall be granted a license by the City and the Architect to use the Construction Drawings for purposes of constructing, using, maintaining, altering, and adding to the New Library during the term of the Lease/Purchase Agreement. Upon termination of the Lease/Purchase Agreement, any and all rights held by the City with respect to the Construction Drawings shall be transferred to the Library.

5. Construction of Town Center Work. Within forty-five (45) days following receipt of the Construction Drawings, or such other period of time as may be agreed to in writing by the City and the Library, the City shall commence construction of the Town Center Work, which the City shall diligently pursue to completion no later than Eighteen (18) months thereafter.

6. Library's Right to Terminate. The Library shall be allowed to terminate this Agreement if (i) the City fails to construct the New Library as described and contemplated in the **Development Plan**; (ii) the City fails to secure property rights sufficient to allow at least 86 public parking spaces on the Future Library Site, subject to the terms of Article I, Paragraph 8 below; or (iii) the City fails to complete construction of the New Library as described and contemplated in the **Development Plan** within three (3) years of the date of this Agreement. Upon the Library's termination of this Agreement, the Library shall have no further obligations to the City under this Agreement or the Lease/Purchase Agreement.

7. Nothing herein shall prohibit the use of the Design-Build project delivery system as provided for in Chapter 139 of the Grove City Codified Ordinances. If the Parties mutually agree to utilize the Design-Build project delivery system for the New Library, these provisions shall be modified accordingly.

8. Parking. As set forth herein, both the City and the Library have approved the Preliminary Development Plan for the New Library which shows 86 off-street parking spaces. Acknowledging the fact that the Development Plan has not been approved, the Parties agree that the Future Library Site shall have at least 86 off-street parking spaces. The City agrees that the Library shall have the right to designate at least six (6) of the non-handicap designated parking spaces located on "Area 3" (as hereinafter defined) for the Library's sole and exclusive use. All other spaces shall be public parking spaces. Any restrictions, lot closure, or use of the parking spaces for exclusive events or non-parking purposes on the Future Library Site must be mutually

agreed to, in writing, by the City and the Library. Notwithstanding any provision herein, the Library shall have the right to remove and/or tow any vehicle that is left on the Future Library Site for more than Twenty Four (24) consecutive hours. The Parties intend that the City's obligations to provide at least 86 off-street parking spaces to the Library shall be a continuing obligation under this Agreement. After the Transfer Date, as defined hereinafter, the City shall continue to provide at least 86 off-street parking spaces to the Library, less the number of parking spaces transferred on "Area 3" (as hereinafter defined) to the Library as of the Transfer Date.

ARTICLE II **COSTS AND PAYMENTS**

1. Town Center Work. The total estimated cost for the Town Center Work is approximately Sixteen Million Dollars (\$16,000,000) ("**Total Cost**"). The City shall be responsible to pay the entire Total Cost, including any increases or costs above the Total Cost, subject to (i) reimbursement by the Library as provided herein; and (ii) the Library's responsibility for certain increases as provided herein. The Total Cost is categorized as follows:

- (a) Design, construction, and furnishing of the New Library. It is estimated that the New Library, including design, construction, furniture, furnishings, shelving, and equipment, will cost approximately Ten Million Eight Hundred Thousand Dollars (\$10,800,000) ("Initial New Library Estimate"); and
- (b) Public Areas. It is estimated that the Public Areas, which shall include a minimum of 86 parking spaces immediately adjacent to the New Library, and other expenses including, but not limited to, land acquisition, parking area, professional fees, demolition and new and/or relocated utilities will cost approximately Five Million Two Hundred Thousand Dollars (\$5,200,000).

2. Cost Increases and Change Orders.

- (a) Costs and Changes by the City. The City shall be responsible for any increases in costs associated with the Public Areas, including any additions, deletions, or other modifications to the public improvements in the Public Areas as the City determines necessary or desirable in the City's sole discretion, to the extent such increases cause the Total Cost to exceed Sixteen Million Dollars (\$16,000,000). The City, at its sole discretion, may elect to either finance or pay for any increases or changes; provided, however, that neither the New Library nor the Public Areas shall be mortgaged or otherwise used as collateral for financing the cost of such increases or changes unless approved in advance by the Library in writing.
- (b) Costs and Changes by the Library. The Library shall be responsible for any increases in costs if the Library, after the completion of the Construction Drawings, requests changes to the interior of the New

Library or the fixtures, furniture, and equipment, including any additions, deletions, or other modifications made by the Library, to the extent such changes, additions, deletions or modifications cause the Total Cost to exceed Sixteen Million Dollars (\$16,000,000). After the City has received and approved the Construction Drawings, the New Library plans may be modified by the Library only with the prior written consent of the City, which shall not be unreasonably withheld or delayed. If the Library desires to revise the Construction Drawings, the Library shall submit to the City a written change order describing the proposed change, the reason therefor, and an estimate of the costs to accommodate such change order. All change orders submitted by the Library to the City shall be approved by the City in writing prior to the commencement of any work relating to such change order, and such approval shall not be unreasonably withheld or delayed. The Library's payment of any such change order costs or expenses shall be made via reimbursement to the City under the same schedule or period required by the construction or design-build agreement(s), as applicable, or as otherwise agreed by the City and the Library. The Library, at its sole discretion, may elect to either finance or pay for any such increases or changes.

- (c) Other Costs and Changes. If changes to the structure or exterior of the New Library, or to any area other than the interior of the New Library or the Public Areas, cause the Total Cost to exceed Sixteen Million Dollars (\$16,000,000), the City and the Library shall each be responsible for fifty percent (50%) of such excess. The City and the Library, each at their sole discretion, may elect to either finance or pay for its portion of any such excess; provided, however, that neither the New Library nor the Public Areas shall be mortgaged or otherwise used as collateral for financing the cost of such increases or changes unless approved in advance by the Library in writing.

3. Payment of Funds. Subject to the Library's termination rights under this Agreement, the Library shall reimburse the City Four Million Five Hundred Thousand Dollars (\$4,500,000.00) of the Total Cost, payable as follows: (a) a credit in the amount of the Purchase Price as consideration for transfer of title to the Current Library Site, as described below; (b) One Million Dollars (\$1,000,000), due on the approval of the Development Plan; and (c) One Million Dollars (\$1,000,000), due the first business day after the Library takes full possession and beneficial occupancy of the New Library. These credits and payments shall be applied solely to the Total Cost. In the event that the construction of the New Library does not move forward for whatever reason within one (1) year following the approval of the Development Plan, the Library shall be entitled to a refund of its One Million Dollars (\$1,000,000) payment within thirty (30) days of such date.

ARTICLE III FINANCING

1. City Securities. The Parties agree that Nine Million Five Hundred Thousand Dollars (\$9,500,000) (“**Amount Financed**”) of the Total Cost will be paid by the City; *provided, however,* and notwithstanding any other provision herein to the contrary, the Parties acknowledge and further agree that the City does not have sufficient monies currently available to pay such amount and that the City will need to issue securities (“**City Securities**”) in sufficient amount to provide for the Amount Financed which will be applied towards the Total Cost. The City anticipates that the City Securities will be issued with a maximum term of thirty (30) years with an estimated average annual interest rate of 3.75%, which will result in an approximate average annual debt service payment (averaged over 30 years) of Five Hundred Thirty Thousand Dollars (\$530,000). The estimated schedule for the issuance of the City Securities (“**Financing Schedule**”) is set forth on **Exhibit E**. The City represents that it currently has, not including the Amount Financed and the Library’s cash contributions of \$2,000,000.00 as provided herein, sufficient funds to pay the balance of the Total Cost.

2. The Parties acknowledge and agree that the type and amount of the City Securities which the City may issue will be subject to the City’s sole, reasonable determination. The City agrees that it will act in good faith and take such steps as are reasonably necessary to issue the City Securities. However, the Parties acknowledge and agree that (a) issuance of the City Securities is subject to legislative approval of City Council and the type(s) of the City Securities to be issued and the appropriate principal sizing thereof will be subject to the anticipated interest rates, the then current legal debt limitations of City and such other conditions in the public debt markets which may require an alternative approach or modification to the City Securities, all as shall be determined by the City in its sole, reasonable discretion and (b) the City shall be entitled to reasonably rely on consultations with the City’s investment banking firm and bond counsel to determine the financing structure(s) for the City Securities that are in the best interest of the City, subject to the limits of the Library’s obligations in paragraph 5 below of this Article III.

3. Finance Closing. The date on which the City obtains the Amount Financed shall be referred to herein as “Finance Closing.”

4. Debt Service Payments. The City shall be solely responsible for all amounts due in connection with the Amount Financed and City Securities (“Debt Service Payments”).

5. Limitations of Library’s Obligations. In no event shall the Library have any obligations in connection with the Amount Financed, City Securities, or Debt Service Payments for (a) more than thirty (30) years after Finance Closing; or (b) more than Three Hundred Thousand Dollars (\$300,000) per year, unless agreed to in advance by the Library. In the event of any refunding or reduction of the City Securities or Debt Service Payments, the Library’s obligation to pay rent shall be appropriately reduced by fifty percent (50%) of the refund or reduction.

6. Tax Covenants Relating to the City Securities. The Parties acknowledge that the City expects the interest on the City Securities will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended. The Library covenants that it will not take any action, or fail to take any action, with respect to any improvements financed with proceeds of the City Securities, to the extent such improvements are leased to the Library or otherwise under the direct control of the Library, if any such action or

failure to take such action would adversely affect the exclusion from gross income of the interest on those City Securities under Section 103(a) of the Internal Revenue Code or cause the interest on those City Securities, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code.

7. Notice to the Library. As a condition precedent to Finance Closing and the further enforceability of this Agreement and the Lease/Purchase Agreement, the City, at least fourteen (14) days prior to Finance Closing, shall provide written notice to the Library of (i) the total Debt Service Payments; and (ii) the average annual Debt Service Payment, based on the aggregate debt service of all City Securities averaged over 30 years (the "Average Annual Debt Service Payment). Notwithstanding any other provision of this Agreement or the Lease/Purchase Agreement to the Contrary, unless otherwise agreed to in advance by the Library, the Library shall not be required to pay greater than \$300,000.00 in rent in any year.

ARTICLE IV **TRANSFER, POSSESSION AND LEASE OF CURRENT LIBRARY SITE**

1. Transfer of the Current Library Site; Purchase Price. Upon completion of (i) the New Library as required herein; (ii) the issuance of a final occupancy permit for the New Library; and (iii) the City's satisfaction of all other conditions under this Agreement, the Library shall transfer the Current Library Site, which is more particularly described in **Exhibit F**, to the City, in the "as-is" condition, by limited warranty deed, subject to all applicable covenants, conditions, restrictions, and easements of record; applicable real property taxes (if any); zoning and building laws, ordinances, and regulations; and legal highways. The purchase price for the Current Library Site shall be Two Million Five Hundred Thousand Dollars (\$2,500,000) ("**Purchase Price**"). The Parties agree that the Purchase Price was determined by an Appraisal Report, ordered by the Library, dated October 2, 2012, and prepared by Samuel D. Koon & Associates, a copy of which has been provided to the City and the Library.

2. Personal Property in Current Library. The Library shall have the right, but not the responsibility, to remove furniture and equipment prior to transfer, and the City shall be responsible all furniture and equipment left behind by the Library.

ARTICLE V **POSSESSION, LEASE, AND CONVEYANCE OF NEW LIBRARY**

1. Commencing on the date upon which the City issues applicable occupancy permits for the New Library, the Library shall be entitled to possession of the New Library under the Lease/Purchase Agreement. As part of the City's obligations under the Lease/Purchase Agreement and as a continuing obligation of the City under this Agreement, at least 86 off-street public parking spaces adjacent to the New Library shall be controlled to the extent permitted herein and maintained solely by the Library. The Library, however, shall have no responsibility for operation, maintenance, or capital improvement costs associated with any parking garage built by the City for the purposes of the City meeting its obligations to provide parking hereunder.

2. While in possession, the Library shall be solely responsible for any and all costs of operation and/or maintenance including, but not limited to utilities, parking, and other expenses, but excluding the Public Areas, other than parking. In consideration for the Library's payment of rent under the Lease/Purchase Agreement, upon full repayment of the City Securities (or any securities of the City which may hereafter be issued to refinance the City Securities), or thirty (30) years after Finance Closing, whichever is earlier, the City shall convey marketable fee simple title of the New Library to the Library by a transferable and recordable limited warranty deed, in accordance with the terms of the Lease/Purchase Agreement.

3. Rent. The Library's annual base rent under the Lease/Purchase Agreement shall be fifty percent (50%) of the City's Average Annual Debt Service Payment, not to exceed \$300,000.00 per year. The Library's obligation to pay rent under the Lease/Purchase Agreement shall end, and the Library shall take title to the New Library, upon the earlier of (i) full repayment of the City Securities, or (ii) thirty (30) years after Finance Closing.

Upon termination of the Library's obligation to pay rent as set forth herein (the "Transfer Date"), the City shall transfer to the Library fee simple ownership of the New Library and parking area designated "Area 3" as shown in Exhibit G. All parking in "Area 3" shall remain open to the public, subject to the Library's rights in Article I, Section 8.

The City hereby agrees to provide a non-exclusive perpetual easement (the "Parking Easement") for the Library's benefit entitling the Library to non-exclusive access to parking spaces in "Area 2" to the extent necessary for the City to provide a total of at least 86 public, free, off-street parking spaces. In the event that the parking area designated "Area 2" is ever developed, the City shall have an obligation to continue to provide the Library with a total of at least 86 public, free, off-street parking spaces, including the spaces on "Area 3," which the City may do by either 3"; provided, however, in calculating the 86 parking spaces, the City may not include handicap designated parking spaces located outside of "Area 3". To provide the required off-street parking above, the City shall have the following options:

- a. ~~Constructing~~ Prior to the Transfer Date and with the Library's prior written consent, which consent the Library may withhold or condition in its sole and absolute discretion, by constructing a parking garage, at the City's sole cost, on the parking area designated "Area 3," provided that the functionality 3". During the construction of the parking garage shall be approved by the Library Executive Director any parking garage on either "Area 2" or "Area 3", the City shall provide temporary alternative parking in order to provide a total of at least 86 public, free, off-street parking spaces for the Library within 300 feet of the nearest public entrance to the New Library. Notwithstanding any provision herein, if a parking garage is constructed, the parking area on all or any portion of "Area 3", that portion of "Area 3" on which the garage is constructed, and the garage thereon, (i) shall be owned and maintained ~~to~~ by the City, at its sole cost and expense, and (ii) shall not be transferred to the Library with the balance of "Area 3" on the Transfer Date. Upon completion of any such parking garage, the City shall provide an amended Parking Easement over the parking garage constructed on "Area 2" and "Area 3" which, (i) is

acceptable to the Library, and (ii) is sufficient to provide, along with any remaining surface spaces in "Area 3" (but not including six (6) spaces for the Library's sole and exclusive use), a total of at least 86 public, free, off-street parking spaces to the Library.

or

b. ~~The City shall provide, at the City's sole cost, parking spaces at a location that is mutually agreeable to the City and Library Executive Director adjacent to the New Library so long as the parking spaces are not located across Broadway or the Columbus Street extension.~~ At any time, by providing, at the City's sole cost, off-street parking spaces at a location that is mutually agreeable to the City and the Library Board of Trustees so long as each of the parking spaces is: (i) within 300 feet of the nearest public entrance to the New Library; (ii) not located east of Broadway, north of the Columbus Street extension, or west of the existing G&O Railroad tracks to the west of "Area 2"; and (iii) not in existence immediately south of the New Library Site and Grant Avenue as of December 31, 2014. In the event the City provides parking spaces outside of Area 2 and Area 3, the City hereby agrees to provide an easement for such spaces for the Library's benefit entitling the Library to non-exclusive access to such parking spaces to the extent necessary for the City to provide a total of 86 public, free, off-street parking spaces.

In the event the City elects during the term of the Lease/Purchase Agreement (prior to the Transfer Date) to develop "Area 2" and satisfy its obligation to provide parking by providing alternative parking arrangement pursuant to this subsection b., then the City and the Library shall amend the Lease/Purchase Agreement to replace "Area 2" in the lease with the new location of the alternate parking spaces (the "Alternate Area"), and upon the Transfer Date, the Parking Easement will be granted upon the Alternate Area. Furthermore, the easement agreement memorializing the Parking Easement of record (the "Parking Easement Agreement") will provide that the City shall have the right to relocate the area subject to the Parking Easement (the "Easement Area") from time to time so long as the relocated Easement Area satisfies the criteria set forth in this subsection b., and the City and the Library shall execute an amendment to the Parking Easement Agreement to reflect the relocated Easement Area.

4. Operation. The Library will operate the New Library in accordance with its own Policies and Bylaws that govern provision of library service as adopted by the Library Board of Trustees and without interference by the City.

5. The Library shall have sole control over the number and operation of public entrances into the New Library at all time.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

1. Warranties and Representations of the Library. In addition to any other representation or warranty contained in this Agreement, the Library hereby represents and warrants that the execution, delivery, and performance by the Library of this Agreement and the performance by the Library of the transactions contemplated hereunder are authorized under all applicable laws, rules, and regulations and have each been duly authorized by such persons or authorities as may be required, and on the Closing Date, the Library shall provide the City with a resolution, or other instrument, in form satisfactory to the Title Insurance Company, evidencing such authorization.

2. Warranties and Representation by the City. In addition to any other representation or warranty contained in this Agreement, the City hereby represents and warrants that the execution, delivery, and performance by the City of this Agreement and the performance by the City of the transactions contemplated hereunder are authorized under all applicable laws, rules, and regulations, and furthermore represents and warrants that on the Closing Date, the City shall provide the Library with a copy of an ordinance evidencing the City's authorization to enter into and perform this Agreement.

ARTICLE VII MISCELLANEOUS PROVISIONS

1. Notices. Any notice or other communication required or permitted to be given to a Party under this Agreement shall be in writing and shall be given by one of the following methods to such Party at the address set forth below: (i) by prepaid registered or certified U.S. mail, return receipt requested, (ii) hand delivery in person, or (iii) by a nationally recognized overnight courier. Any such notice shall be deemed to have been given upon receipt or refusal of receipt. Either Party may change its address for notice by giving written notice thereof to the other Party. The address of each Party for notice initially is as follows:

The Library: Southwest Public Library
Attn: Mark M. Shaw, Director
3359 Park Street
Grove City, Ohio 43123

The City: City of Grove City
Attn: Charles W. Boso, Jr., City Administrator
4035 Broadway
Grove City, Ohio 43123

2. Governing Law. This Agreement is being executed and delivered in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the venue and jurisdiction of the Court of Common Pleas of Franklin County, Ohio.

3. Entire Agreement. This Agreement as may be hereinafter amended, constitutes the entire contract between the Parties, and may not be modified except by an instrument in writing signed by the Parties hereto and supersedes all previous agreements, written or oral, if any, of the Parties.

4. Time of Essence. Time is of the essence in all respects of this Agreement. All dates set forth in this agreement may be extended by mutual agreement of the Parties, and time shall be of the essence with respect to such extension.

5. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

6. Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.

7. Amendment. The terms and provisions of this Agreement may only be amended by a written agreement duly executed by both Parties. The City Administrator is hereby authorized to enter into and execute any non-material amendments to this Agreement and exhibits hereto.

8. Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

9. No Partnership. Nothing contained in this Agreement shall be construed to make the Library and the City partners or joint venturers, or to render them liable for the debts or obligations of the other, except as otherwise expressly provided herein.

10. Third Party Contracts. It is the intent of the parties to this Agreement that all work relating to the Town Center Work shall be contracted through the City, and therefore, the City shall have full accountability for the completion of such work.

11. No Personal Liability. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation, or stipulation of any present or future public official, officer, director, member, agent or employee, as the case may be, of the City or of the Library in an individual capacity, and to the extent authorized and permitted by applicable law, no official or officer executing this Agreement on behalf of the City or the Library shall be liable personally under this Agreement.

12. No Waiver. No delay or omission by either Party to exercise any right or power accruing upon any failure of performance by the other Party under the provisions of this Agreement shall impair any such right or power, or shall be construed to be a waiver thereof. Any waiver by either Party of any breach of the covenants, conditions or agreements herein to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenants, conditions or agreements herein contained.

13. Compliance with Law. If the terms of this Agreement do not in any material respect comply with any present or future laws, ordinances or other regulations of any governmental authority with jurisdiction, then the City and the Library shall take such actions as are necessary to modify the terms of this Agreement such that the performance of this Agreement is in compliance with said laws, ordinances and other regulations.

14. Survival. The terms and conditions of this Agreement which are not performed as of the Closing shall survive the Closing and delivery of the Deed hereunder.

The City and the Library have hereunto subscribed their names on the day and year first aforesaid.

SOUTHWEST PUBLIC LIBRARIES

By: _____
Mark M. Shaw, Director

SOUTHWEST PUBLIC LIBRARIES

By: _____
Lisa Leasure, President of Board of Trustees

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

EXHIBIT SCHEDULE:

EXHIBIT A: "Preliminary Development Plan", dated September 19, 2014, Sheet 2/4 by EMH&T

EXHIBIT B: GROVE CITY LIBRARY – SITE PLAN, dated September 25, 2014, by MKSK Landscape Architecture + Urban Planning; Braun & Steidl Architects; and HBM Architects

EXHIBIT C: Legal Description

EXHIBIT D: Lease/Purchase Agreement

EXHIBIT E: Financing Schedule

EXHIBIT F: Description of Current Library Site

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City under the foregoing Agreement, certifies hereby that the money required to meet the obligations of the City under the foregoing Agreement, except for such portion thereof to be provided through the issuance of the City Securities, have been appropriated lawfully for that purpose, and is in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____, 2014

Michael Turner, Director of Finance
City of Grove City, Ohio

EXHIBIT "A"

