



## GROVE CITY, OHIO - CITY COUNCIL Agenda

September 16, 2024

7:00 PM

Regular Meeting

Call to Order

Roll Call

Approval of Minutes

Welcome & Reading of Agenda

Presentation: Fr. Co. Auditor Update

### LANDS:

- |                            |                                                                                                                                                              |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Ordinance C-35-24</u>   | Approve a Special Use Permit for a Marijuana Dispensary for Shangri-La Dispensary located at 3586 Broadway. First Reading                                    |
| <u>Resolution CR-25-24</u> | Approve the Development Plan for the Harris Property located north of State Route 665 and west of Borror Rd.                                                 |
| <u>Resolution CR-37-24</u> | Approve a Certificate of Appropriateness for the installation of a Sign for Butterfly Boutique located at 4038 Broadway in the Historical Preservation Area. |
| <u>Resolution CR-38-24</u> | Approve a Certificate of Appropriateness for the installation of a Sign for The Chandler located at 4048 Broadway in the Historical Preservation Area.       |

### SERVICE:

- |                            |                                                                                                                                                                                  |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Resolution CR-39-24</u> | Waive the Hours of Operation as provided in Section 6 of the DORA Application, as approved by Ord. C-17-19, for the Annual 5K9 Walk/Run on October 06, 2024, in the Town Center. |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### FINANCE:

- |                            |                                                                                                                                                                                                                   |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Ordinance C-33-24</u>   | Appropriate \$10,712,737.88 from various funds for the Current Expense of the Columbus Street Improvement Project. Second reading and public hearing.                                                             |
| <u>Ordinance C-34-24</u>   | Authorize the City Administrator to enter into an Agreement with OARnet - VMware ELA for Operating the City's Virtual Environment. Second reading and public hearing.                                             |
| <u>Ordinance C-36-24</u>   | Authorize the City Administrator to enter into an Agreement with Axon for upgraded Police Equipment. First reading.                                                                                               |
| <u>Ordinance C-37-24</u>   | Authorizing the execution and delivery of Tax Increment Financing Agreements with Epcon Harris, LLC and Ciminello Lands Co., LLC in connection with the development of 92+- acres within the City. First reading. |
| <u>Resolution CR-40-24</u> | Appoint Tim Harris to the Audit Committee.                                                                                                                                                                        |

Resolution CR-41-24    Accepting the Amounts and Rates as determined by the Budget Commission and Authorizing the necessary Tax Levies and certifying them to the County Auditor.

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Call for New Business

Call for Dept. Reports & Closing Comments

Adjourn

ON FILE

Minutes of: 09/03/24 Council/ 09/03/24 Planning Commission



Date: 09/11/24  
Introduced By: Ms. Burroughs  
Committee: Lands  
Originated By: Plan. Comm.  
Sponsor:  
Emergency: 30 Days:  
Current Expense:

No.: C-35-24  
1st Reading: 09/16/24  
Public Notice: 9/17/24  
2nd Reading: 10/07/24  
Passed: Rejected:  
Codified: Code No:  
Passage Publication:

## ORDINANCE C-35-24

### AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A MARIJUANA DISPENSARY FOR SHANGRI-LA DISPENSARY LOCATED AT 3586 BROADWAY

WHEREAS, Shangri-La dispensary, applicant, has submitted a request for a Special Use Permit for a Marijuana Dispensary located at 3586 Broadway; and

WHEREAS, on September 03, 2024, the Planning Commission of the City of Grove City recommended the *denial* of a Special Use Permit at this location.

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)A1t is hereby issued to Shangri-La Dispensary for a marijuana dispensary, located at 3586 Broadway, as submitted.

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

\_\_\_\_\_  
Christine Houk, President of Council

Passed:

\_\_\_\_\_  
Richard L. Stage, Mayor

Effective:

Attest: \_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance  
is correct as to form.

\_\_\_\_\_  
Stephen J. Smith, Director of Law

411 E. Town Street, Floor 2  
Columbus, Ohio 43215  
p : (614) 947-8600  
f : (614) 228-1790  
e : information@planklaw.com  
w : planklaw.com

Donald T. Plank, dtp@planklaw.com  
David Watkins, dw@planklaw.com  
Rebecca J. Mott, rjm@planklaw.com  
Craig J. Moncrief, cjm@planklaw.com  
Kevin D. Dunn, kdd@planklaw.com

Received By:  
Grove City Development  
8/23/24

August 23, 2024

City of Grove City  
Attn: Dash Logan, Planner  
4035 Broadway  
Grove City, Ohio 43123

**Re: Response to Administrative Review Comment Letter from City of Grove City**

*Via Email to dlogan@grovecityohio.gov*

Dear Mr. Logan:

This is the response letter by Shangri-La Dispensary, under the application control number #202407290030. The responses by Applicant are provided under the comment from the City of Grove City staff in italics and bold.

1. The project narrative should be revised to include information about the operation of the proposed use, including:

- The number of customers permitted in the building at one time.

***We will comply with the State of Ohio laws and regulations and the City of Grove City Codified Ordinances – approximately, a maximum of 12 customer inside the building at a time.***

- How long customers are typically in the store.

***Based on our experience at our other cannabis retail stores, the estimated time the customer is typically inside the store is, on average, 7 minutes and 25 seconds.***

- The average time each transaction is anticipated to take.

***Based on our experience at our other cannabis retail stores, the estimated time for a transaction is approximately 3 minutes.***

- A general breakdown of interior space, including the amount of storage and retail space. Number of vehicles anticipated per day.

***This is an approximation breakdown of interior space – 25% Storage vault, 40% employee breakroom, bathroom, utility room, office, etc. and 35% retail space.***

2. Please be advised that this application is reviewing the appropriateness of the proposed use only. Any proposed buildings or other site improvements are not being reviewed or approved as part of this application and will require additional review and approval.

***This is acknowledged and understood.***

3. Clarify the intent for the inclusion of the Tobacco King plan sets. Please also be advised that the plan sheets provided are not the most recent construction plans approved in April of this year.

***We used the Tobacco King plan set only for the purpose of attaching a survey of the property.***

4. Project materials reference a drive-thru in association with the proposed use. A drive-thru would require approval of a Special Use Permit by City Council, and Staff would not be supportive of this request.

***This is acknowledged and understood.***

We trust this letter addresses your administrative review comment letter dated August 15, 2024. Thank you for your attention to this matter.

Sincerely,

  
Rebecca J. Mott  
Attorney for Applicant



**3586 Broadway, Grove City, Ohio**

# WHO WE ARE

Shangri-La is an independent vertically integrated cannabis platform. Our roots are in Missouri and our footprint includes Ohio, Illinois and Connecticut.

Founded by Nevil Patel and Kepal Patel, Shangri-La now operates four cannabis dispensaries in the State of Ohio and expects to open four more in 2024 as a result of the approval of adult use.

# THE SHANGRI-LA PLATFORM



- Shangri-La has built a multistate retail-led cannabis platform that adheres to the highest standards in the industry.
- We have grown from Missouri and have four dispensaries operating in Ohio currently.
- We plan to double our footprint in Ohio to 8 dispensaries as a result of the strong vote in favor of recreational use of cannabis (57%/43%).
- Our dispensaries provide well-paid employment and tax revenues.
- A key element of our strategy is to identify towns and municipalities that are receptive to a cannabis retail location in their communities.



# BUSINESS MODEL

## CULTIVATION



- Capital intensive
- Permits control of supply and quality
- Challenging to get right

## MANUFACTURING



- Often many players
- Brands are key
- Cartridges, edibles and concentrates

## TRANSPORTATION



- Limited Capex
- Low margins
- Provides market intelligence

## RETAIL



- Key to entire value chain
- Own the customers
- Dictate pricing to manufacturers and cultivators



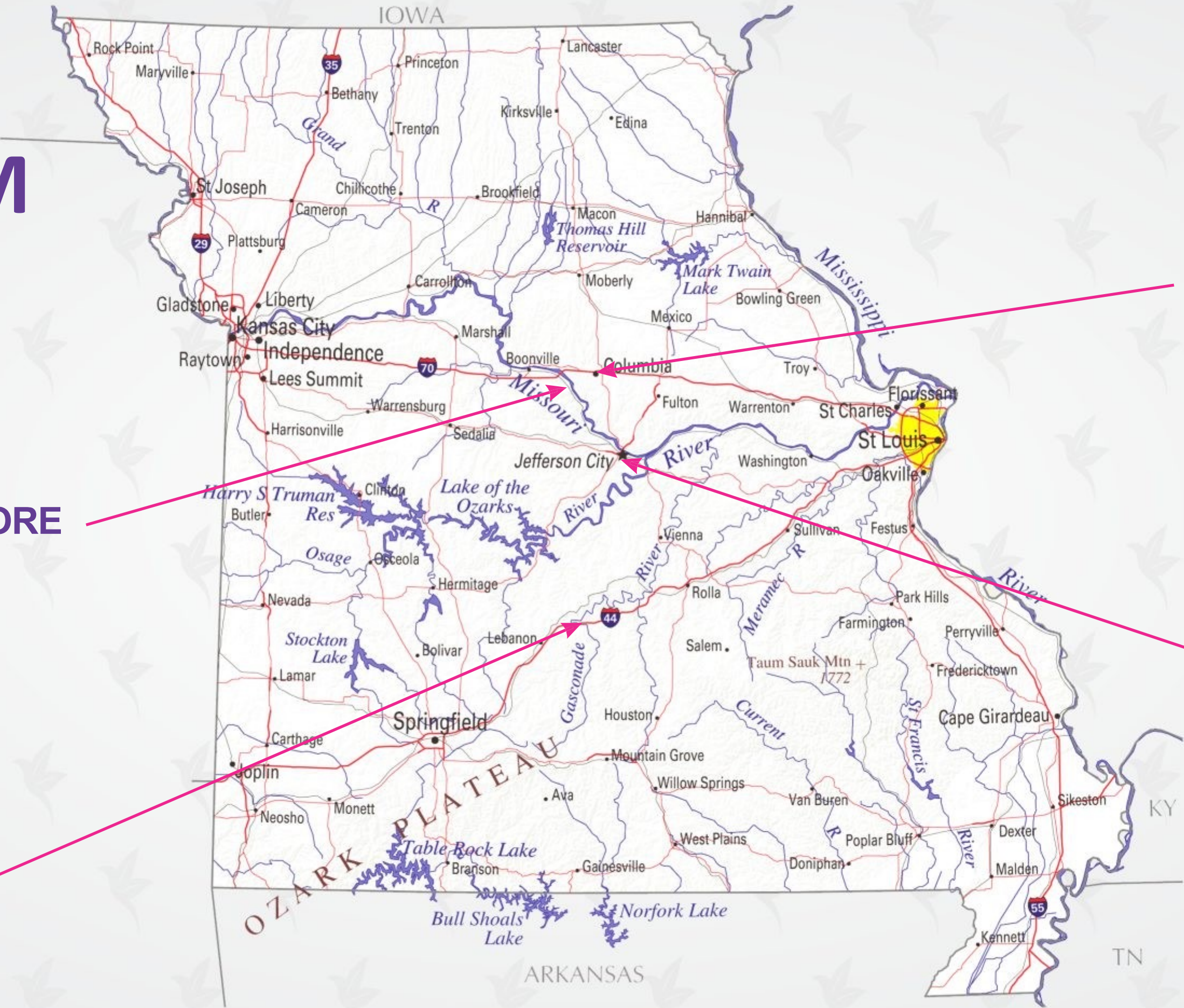
# EXISTING PLATFORM



Shangri-La  
COLUMBIA SUPERSTORE



WAYNESVILLE



Shangri-La

Shangri-La  
COLUMBIA SOUTH

Shangri-La  
JEFFERSON CITY



# MISSOURI RETAIL



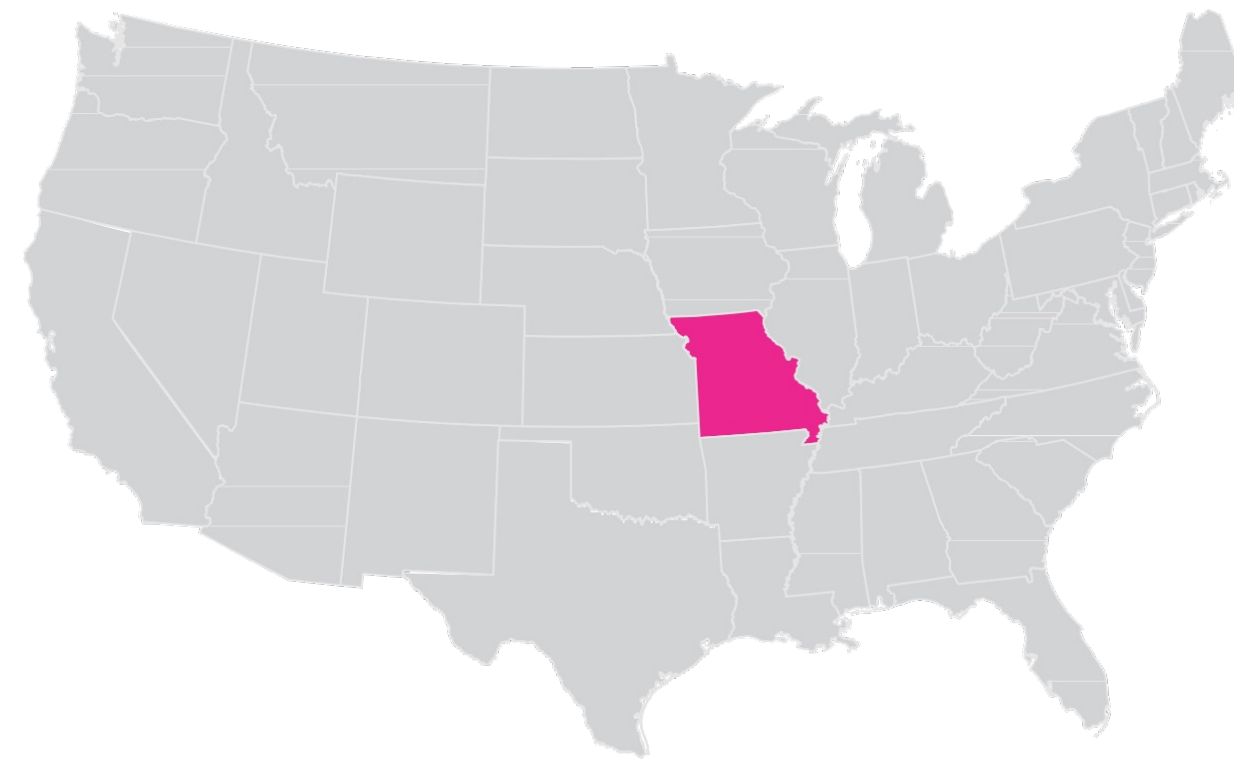
COLUMBIA SUPER STORE



COLUMBIA SOUTH



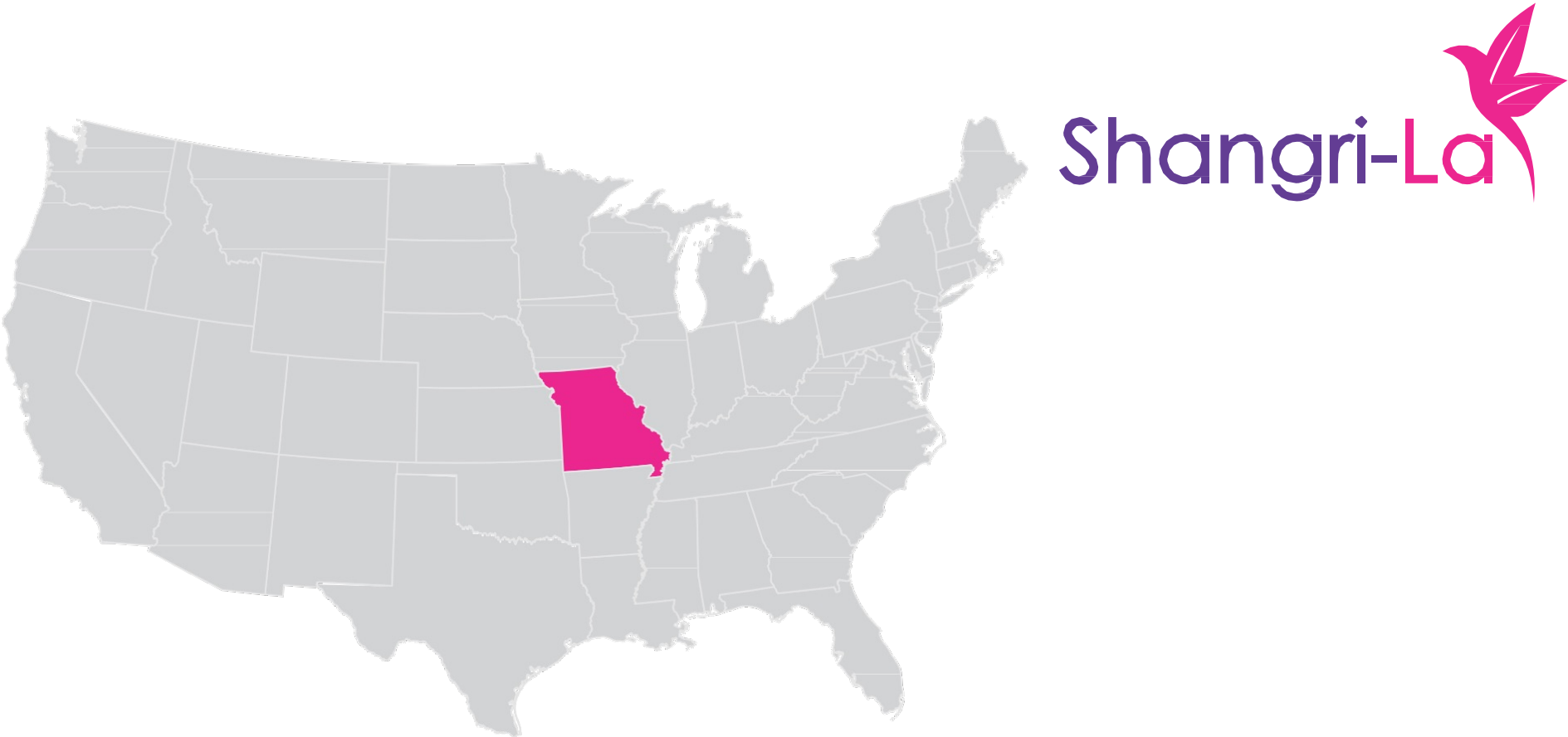
JEFFERSON CITY



- The three Shangri-La branded dispensaries are among the top performing dispensaries in the State of Missouri.
- With adult use approved in early 2023, the Missouri market has grown quickly with aggregate sales exceeding \$2 Billion in January 2024.
- The Shangri-La model has been proven and is being rolled out to other states, including in Ohio.

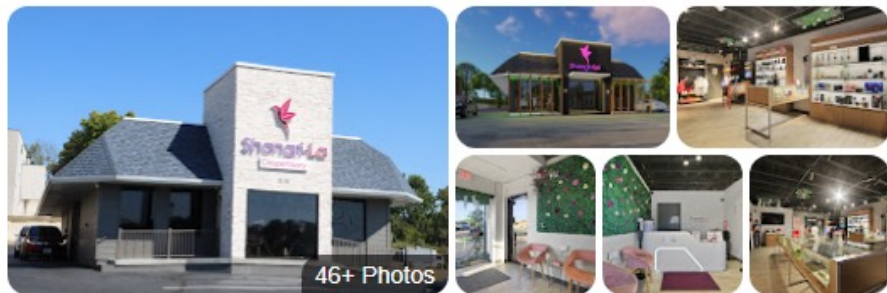
# MISSOURI RETAIL

- The three Shangri-La dispensaries in Missouri receive top scores on Google



## Shangri-La Marijuana Dispensary Adult Use/Recreational

4.7 ★★★★★ (743) · Cannabis store



Website Directions Save Call

Overview Reviews

**Service options:** In-store shopping · Curbside pickup · Delivery

**Address:** 2118 Missouri Blvd, Jefferson City, MO 65109

**Hours:** Open · Closes 10 PM ▾

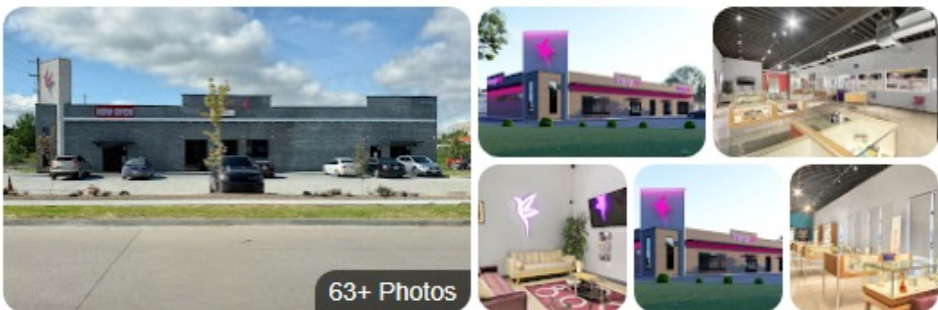
**Phone:** (888) 991-9222

**Order:** shangriladispensaries.com

Providers ⓘ

## Shangri-La Marijuana Dispensary

4.6 ★★★★★ (477) · Cannabis shop



Website Directions Save Call

Overview Reviews

**Service options:** In-store shopping · Curbside pickup · Delivery

**Address:** 3919 Peachtree Dr, Columbia, MO 65203

**Hours:** Open · Closes 10 PM ▾

**Phone:** (888) 991-9222

Suggest an edit

## Shangri-La Cannabis SuperStore

4.6 ★★★★★ (662) · Cannabis store



Website Directions Save Call

Overview Reviews

**Service options:** In-store shopping · Curbside pickup · Delivery

**Address:** 1401 Creekwood Pkwy, Columbia, MO 65202

**Hours:** Open · Closes 10 PM ▾

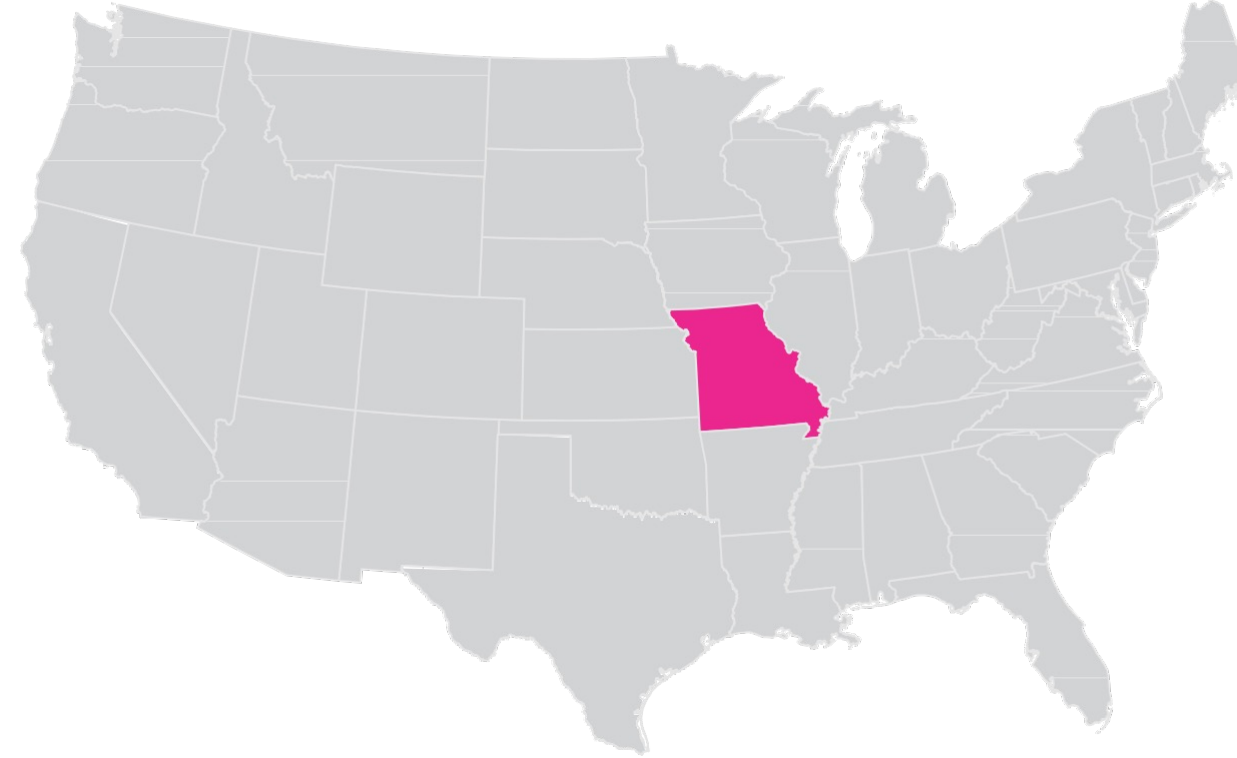
**Phone:** (888) 991-9222

Suggest an edit · Own this business?



## Missouri Cultivation/Manufacturing

- The sponsors owns 50% of a 30,000 sf cultivation and manufacturing facility in Waynesville, MO
- The facility produces Hermit's Delight, Jane West, Kran Organics and 1913 Brands.

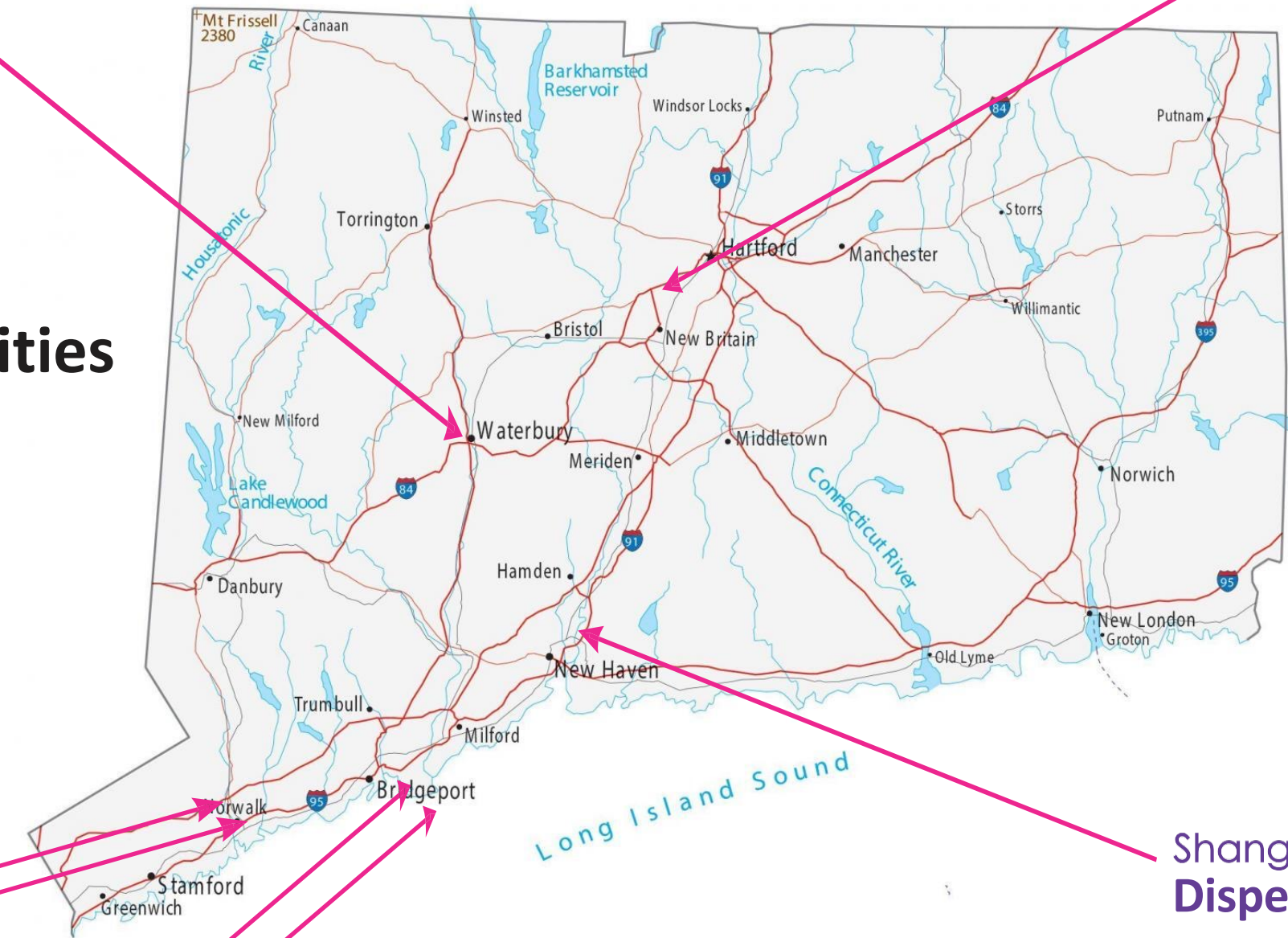




# CONNECTICUT



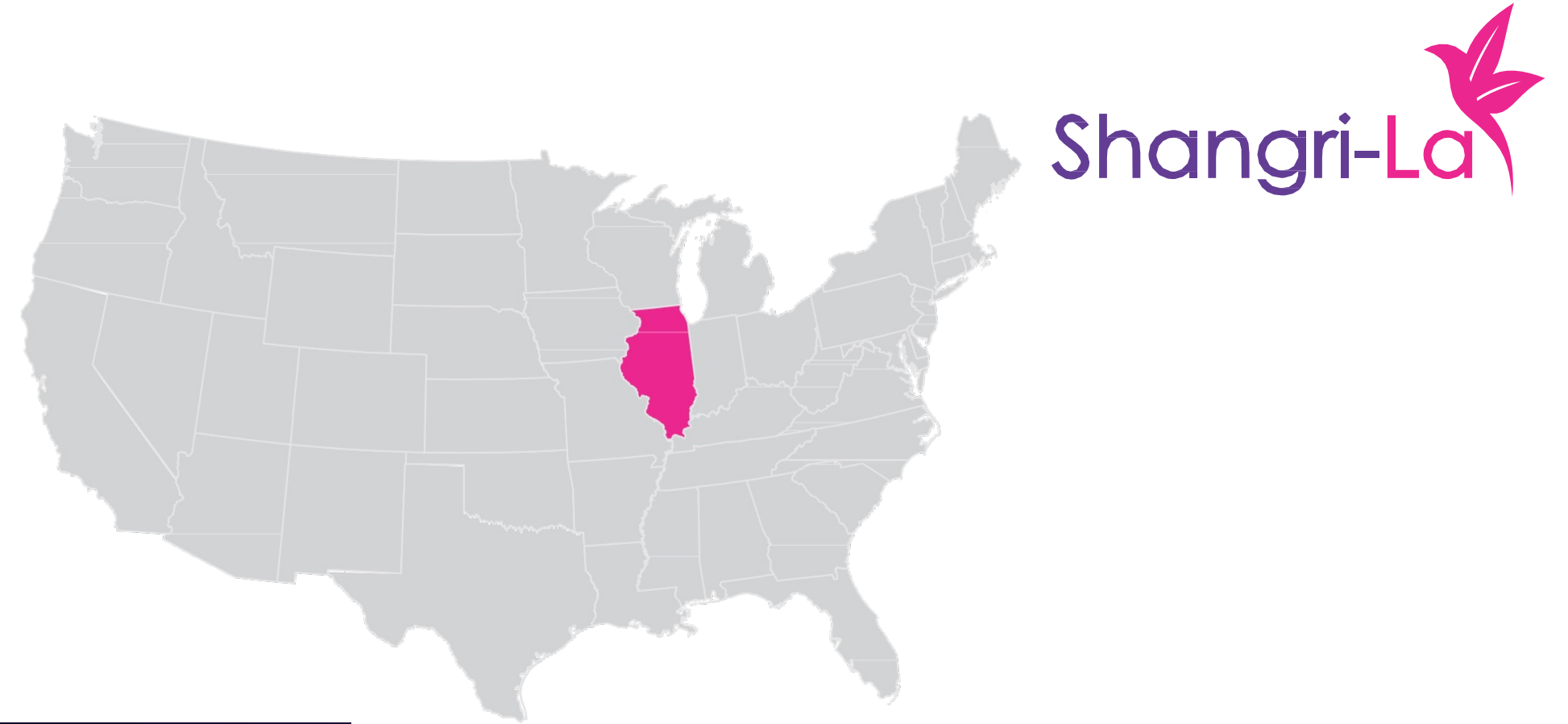
- Connecticut is our newest market with one dispensary open in Norwalk.
- We will open five more retail locations, one cultivation facility and three manufacturing facilities in Connecticut.
- We have initiated construction on five more approval for five locations so far.





# ILLINOIS

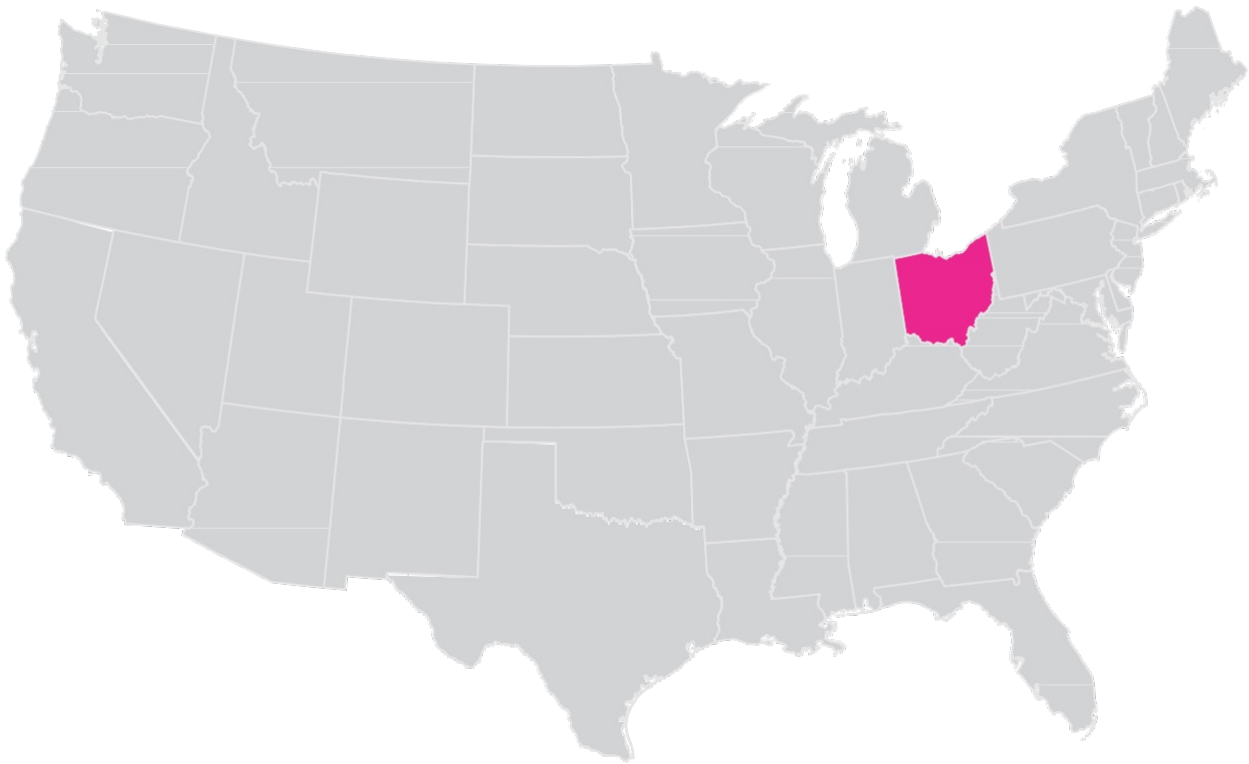
- Shangri-La has opened one dispensary in Springfield.
- The dispensary will benefit from Shangri-La's proven model that has been developed in Missouri and Ohio.



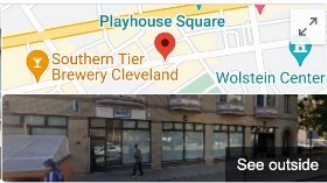
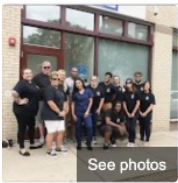


# OHIO LOCATIONS

- Shangri-La currently operates 4 dispensaries in Ohio
- Our dispensaries receive top reviews of 4.8 and 4.9 stars vs. 3.9 and 4.0 for our competitors



## Competitors



**RISE Medical Marijuana Dispensary Cleveland**

4.6 ★★★★★ 445 Google reviews

Cannabis store in Cleveland, Ohio

**Service options:** In-store shopping · In-store pickup

**Address:** 1222 Prospect Ave E, Cleveland, OH 44115

**Hours:** Open · Closes 8 PM ▾

**Order:** [risecannabis.com](#)

**Phone:** (216) 243-0165

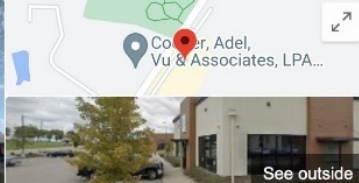
**Chat with a live agent**

Questions? Chat with customer service

[Suggest an edit](#)

**Questions & answers**

See all questions (13)



**Columbia Care Monroe Dispensary**

3.9 ★★★★★ 717 Google reviews

Cannabis store in Monroe, Ohio

**Service options:** In-store shopping · In-store pickup

**Address:** 300 N Main St, Monroe, OH 45050

**Hours:** Open · Closes 7 PM ▾

Updated by this business 7 weeks ago

**Phone:** (513) 506-1857

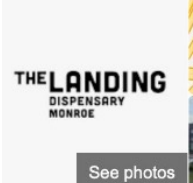
[Suggest an edit](#)

**Questions & answers**

Q: When are they opening?

A: 10am this Thursday i think

See all questions (33)



**The Landing Dispensary**

4.0 ★★★★★ 21 Google reviews

Cannabis shop in Monroe, Ohio

**Service options:** In-store shopping · In-store pickup

**Address:** 1312 Hamilton Lebanon Rd, Monroe, OH 45050

**Hours:** Opens soon · 11 AM · More hours

**Phone:** (513) 823-9787

[Suggest an edit](#) · [Own this business?](#)

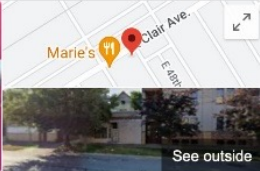
**Questions & answers**

Be the first to ask a question

**Popular times**

MON TUE WED THU FRI SAT SUN

## Shangri-La



**Shangri-La Dispensary**

4.9 ★★★★★ 43 Google reviews

Cannabis store in Cleveland, Ohio

**Service options:** In-store shopping

**Address:** 4618 St Clair Ave., Cleveland, OH 44103

**Hours:** Open · Closes 7 PM ▾

Updated by this business 10 weeks ago

**Phone:** (216) 417-0426

**Shangri-La Dispensary on Google**

[Edit your business information](#)

**Shangri-La Dispensary**

4.9 ★★★★★ (75) · Cannabis store in Monroe, Ohio

[Manage your Business Profile](#)



[Website](#) [Directions](#) [Save](#) [Call](#)

Overview Reviews

**Google review summary**

4.9 ★★★★★ 75 reviews

[Write a review](#)

**Google reviews**

All products 6 questions 5 prices 5 stars 4 +4

**Shangri-La Medical Cannabis SuperStore - Monroe**

4.8 ★★★★★ (249) · Cannabis store in Monroe, Ohio

[Manage your Business Profile](#)



[Website](#) [Directions](#) [Save](#) [Call](#)

Overview Reviews

**Google review summary**

4.8 ★★★★★ 249 reviews

[Write a review](#)

**Google reviews**

All dispensary 33 prices 22 products 20 patient 13 +6



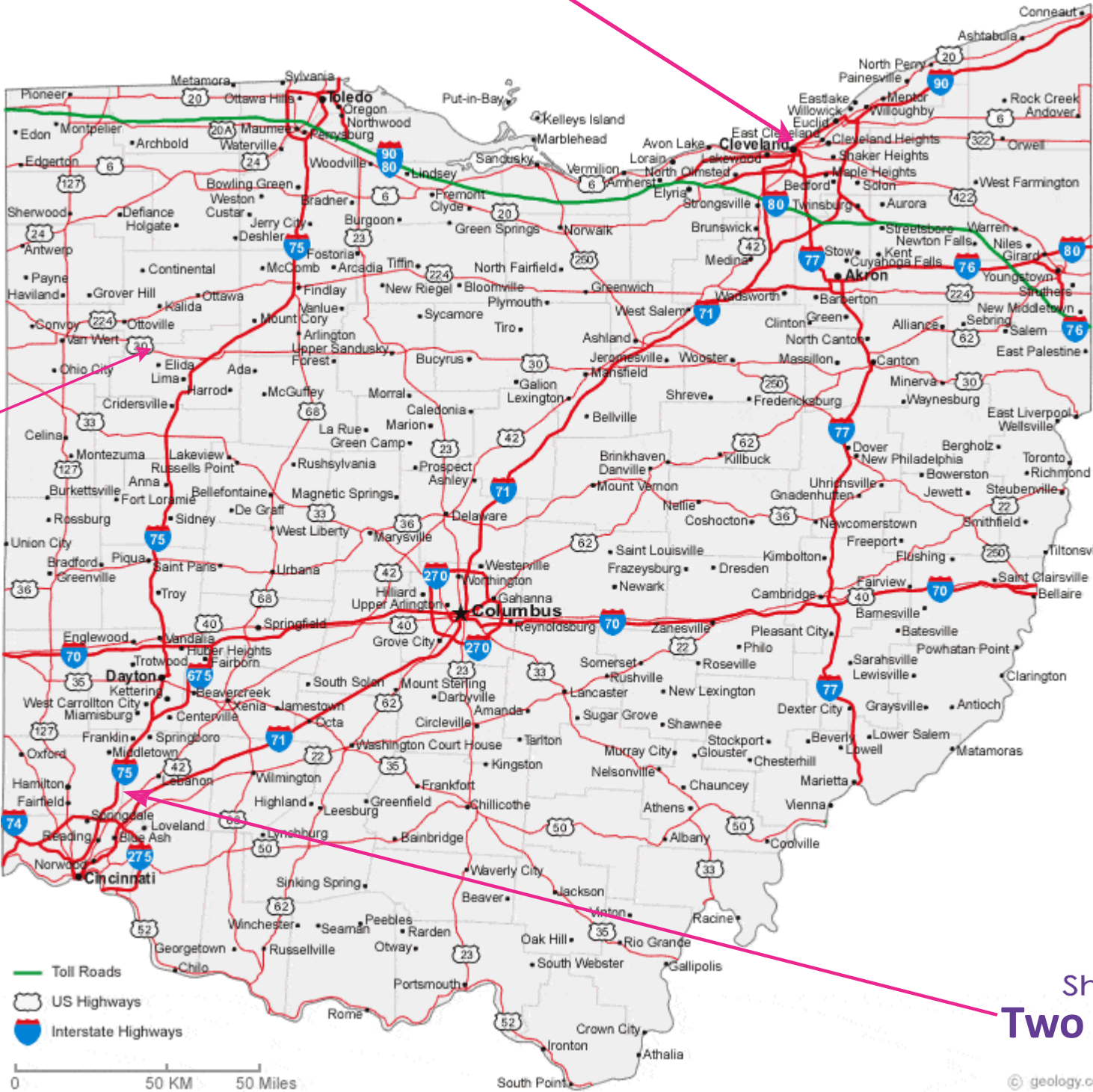
# OHIO



Shangri-La Dispensary



Shangri-La Dispensary

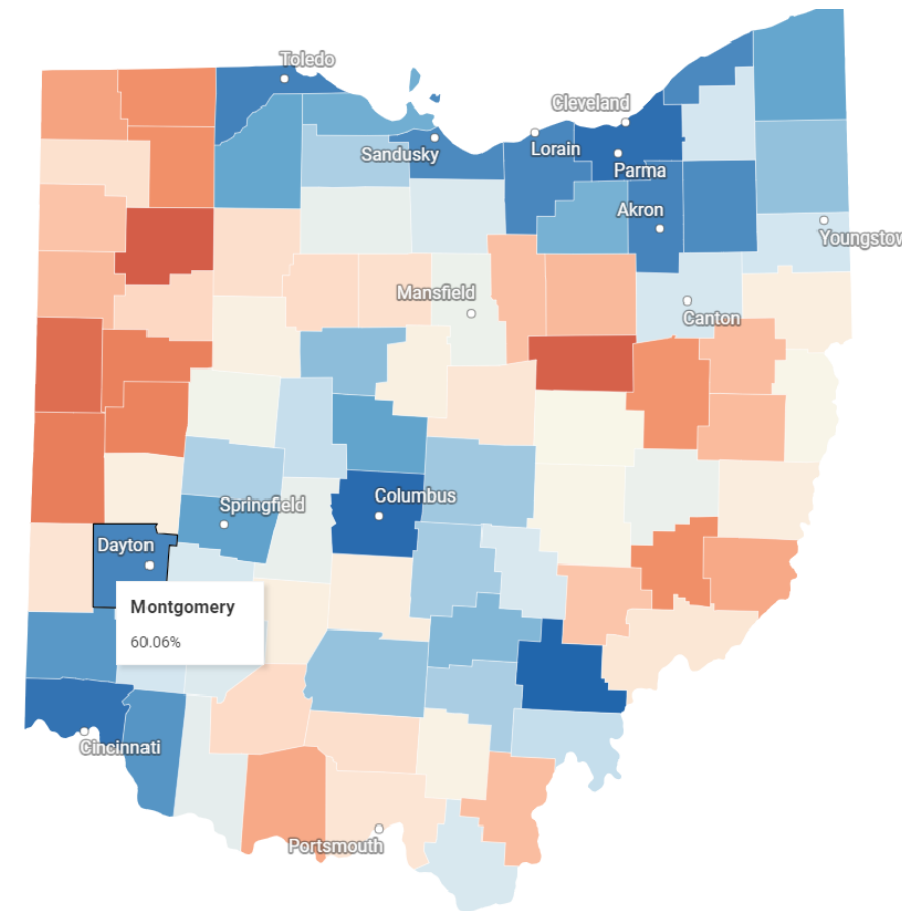
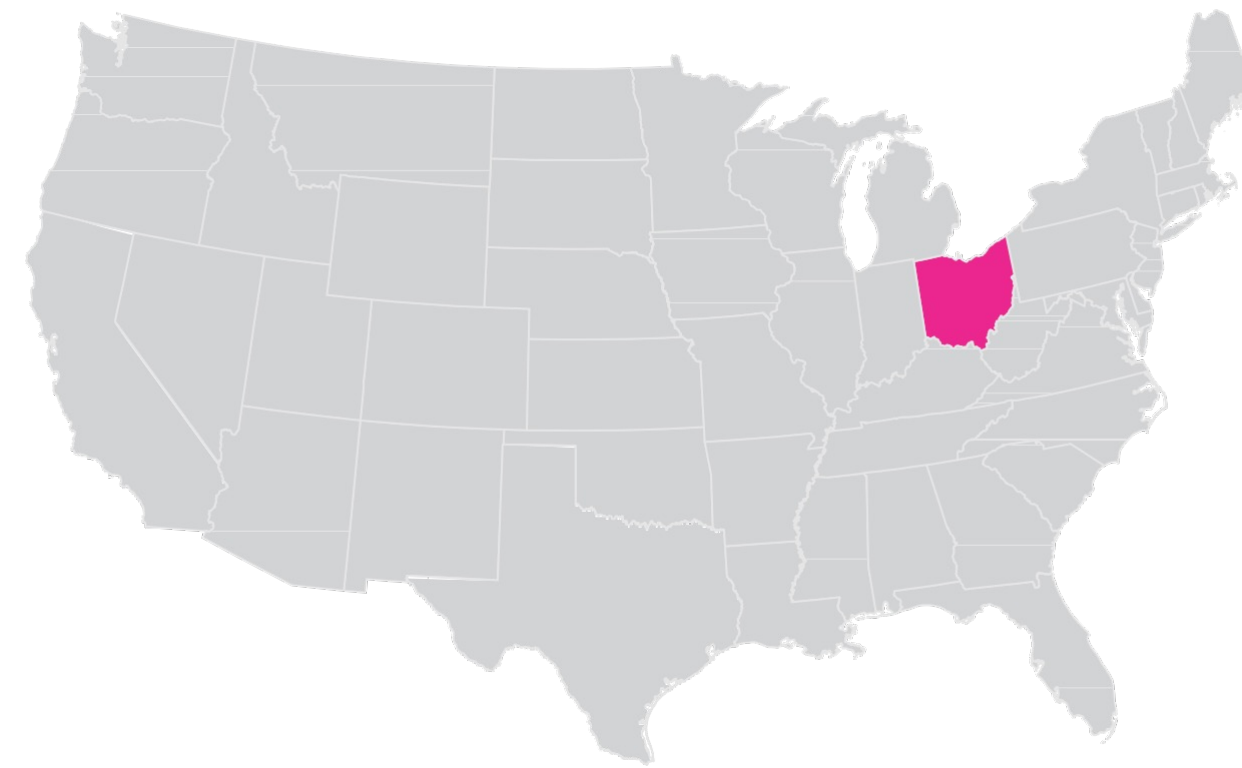


Shangri-La Two Dispensaries



# OHIO ISSUE 2 VOTE

- The voters in Ohio have approved the recreational use of cannabis by a wide margin – 57% in favor and 43% against.
- The vote makes Ohio the 24<sup>th</sup> state to approve the recreational use of cannabis, with 37 states permitting medical cannabis.
- Today 53% of the U.S. may buy cannabis legally.



# CANNABIS MISCONCEPTIONS



- Generally, concerns regarding licensed cannabis retail locations are not based on actual experience.
- State-licensed cannabis retail locations are not “smoke shops” that you find along highways, which sell tobacco, accessories and untested products.
- Licensed dispensaries are secure locations that are subject to strict laws and oversight from the Ohio Department of Consumer Protection.
- Customers may not consume cannabis products on site.
- Legalization of cannabis actually has a positive effect on home prices.\*



\* Source: Marijuana Real Estate: How Recreational Pot Is Impacting the Neighborhood(link is external) (The Zebra, Mar. 31, 2023)



# CANNABIS BENEFITS



- **Municipalities that permit cannabis dispensaries benefit in the following ways:**
  - **Well-paid employment from the community**
  - **Tax revenues**
  - **Keeping purchases in the community and not in other states or municipalities**
- **At the state level, tax revenues from cannabis are substantial**
  - **\$3.7 billion of state tax revenues in legal states in 2021**
  - **In Ohio, there is a 5.75% sales tax plus a 10% excise tax on adult use cannabis, which excise tax is distributed:**
    - 3.6% to the host community cannabis fund for the benefit of municipal corporations or townships that have adult use dispensaries
    - 3.6% the cannabis social equity and jobs fund
    - 2.5% to the substance abuse and addiction fund
    - 0.3% to the division of cannabis control and tax commissioner fund
  - **Local jurisdictions can also charge 2.25% sales taxes**

In 2022 Illinois received \$445 million in tax revenue from cannabis and disbursed \$146 million to local governments.\*

Since 2014 Colorado has raised more than \$2.6 billion in tax revenue from the sale of cannabis.\*\*

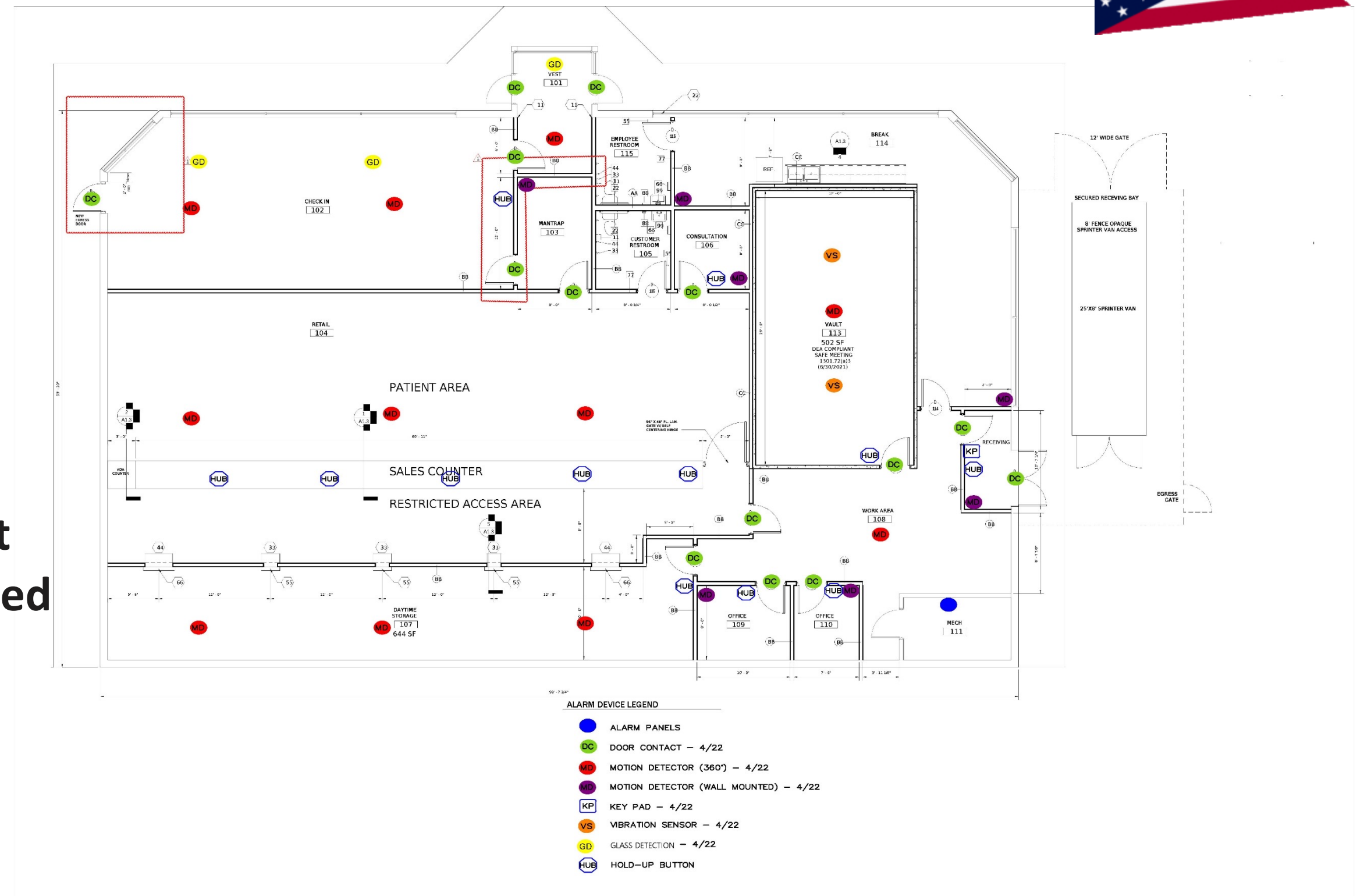
\* Source: Illinois and Michigan again earned hundreds of millions from weed taxes in 2022, even more than previous year (The Badger Report, March 6, 2023).

\*\* Source: Colorado Department of Revenue.

# OHIO SECURITY PLAN



- Ohio cannabis regulations require comprehensive security systems including:
  - Access pads
  - Motion detectors
  - Cameras
  - Panic buttons
- Shangri-La has extensive standard operating procedures for security.
- Thefts and other criminal activity at dispensaries is very limited compared to liquor stores and gas stations.





# OHIO SECURITY PLAN



- Shangri-La's Security Plan incorporates physical security elements, electronic security systems, trained employees, as well as policies and procedures to provide a comprehensive, integrated secure environment for the benefit of the dispensary, our employees and the community at large.
- The Security Plan's primary elements are:
  - Allows only authorized employees, vendors, contractors, and visitors access to the dispensary;
  - Requires staff to positively identify individuals seeking access to the retail portion of the dispensary and confirms that such individual is over the age of 21;
  - Prevents loitering by only permitting individuals engaged in legitimate business activities at the dispensary;
  - Maintains limited access areas, which are accessible only to specifically authorized employees and individuals;
  - Bans any customer from any Shangri-La location if the customer is caught supplying minors with cannabis;
  - Requires all cannabis products to be stored in a secure, locked vault;
  - Keeps all safes, vaults, and any other equipment or areas used for the storage of cannabis securely locked and protected from entry except by specifically authorized employees;
  - Keeps all locks and security equipment in good working order;
  - Prohibits keys from being stored or placed in a location accessible to unauthorized individuals;
  - Prohibits access to security measures, such as combination numbers, passwords, or electronic security systems, by unauthorized persons;
  - Ensures that the outside perimeter of the dispensary is sufficiently lit to facilitate surveillance;
  - Ensures that all cannabis products are kept out of plain sight of the public, except for when provided to a customer after payment;
  - Has trained employees on emergency policies and procedures for securing all cannabis products following any instance of, or attempt at, diversion, theft, or loss of cannabis;
  - Has sufficient additional safeguards required by local and state authorities that present special security concerns; and
  - Shares the Security Plan and works collaboratively with appropriate law enforcement authorities.

# GROVE CITY PROJECT NARRATIVE



- Our ambitious project entails the revitalization of the property located at 3586 Broadway in Grove City, Ohio. The existing building is now set to be transformed into a modern and inviting retail establishment that will enhance the surrounding area.
- The extensive interior renovation will include the installation of brand-new furniture, fixtures, and finishes, including a carefully curated selection of paint colors, flooring materials, and other design elements.
- In addition, state-of-the-art security features such as surveillance cameras, a burglar alarm systems, and advanced door access controls will be integrated to ensure the safety and protection of all occupants and community members.
- The exterior of the building will undergo a significant transformation, with the implementation of new signage that will not only enhance the aesthetic appeal of the structure but also adhere to all applicable state and local guidelines.
- The parking lot will receive fresh striping to optimize traffic flow and safety, while the landscaping will be installed to create a welcoming and visually appealing environment.
- With 5 years of experience in retail cannabis in Ohio, Missouri, Connecticut, and Illinois, Shangri-La is committed to upholding the highest standards of construction and compliance.
- Our team will adhere to all state and local regulations, as well as stringent building codes, throughout every phase of the project. This dedication to legal and regulatory compliance will guarantee that the remodeled facility not only meets but exceeds all necessary standards for operational excellence.
- In essence, our vision for the property at 3586 Broadway goes beyond mere renovation; it represents a bold and innovative endeavor to breathe new life into a space that will soon serve as a cornerstone of the local community, fostering commerce, connection, and growth for years to come.





# Hours of Operation – Grove City



- Our proposed Hours of Operation for this location will be the following:
  - Monday – 10AM to 7PM
  - Tuesday - 10AM to 7PM
  - Wednesday - 10AM to 7PM
  - Thursday - 10AM to 7PM
  - Friday - 10AM to 7PM
  - Saturday - 10AM to 7PM
  - Sunday - 10AM to 5PM
- 
- Based on our experience with other retail stores in Ohio, the busiest time will be between 4PM to 6PM.
  - We will have ample parking lot and easy in and out for customer to prevent any disruption to surround businesses or community.
  - We will also offer Drive-Thru option for our customers for a faster experience.



### Legal Description

Situated in the State of Ohio, County of Franklin, and in the City of Grove City:  
Being Lot Number Four (4), of Barfield Heights Subdivision No. 1, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 28, Page 55, Recorder's Office, Franklin County, Ohio.

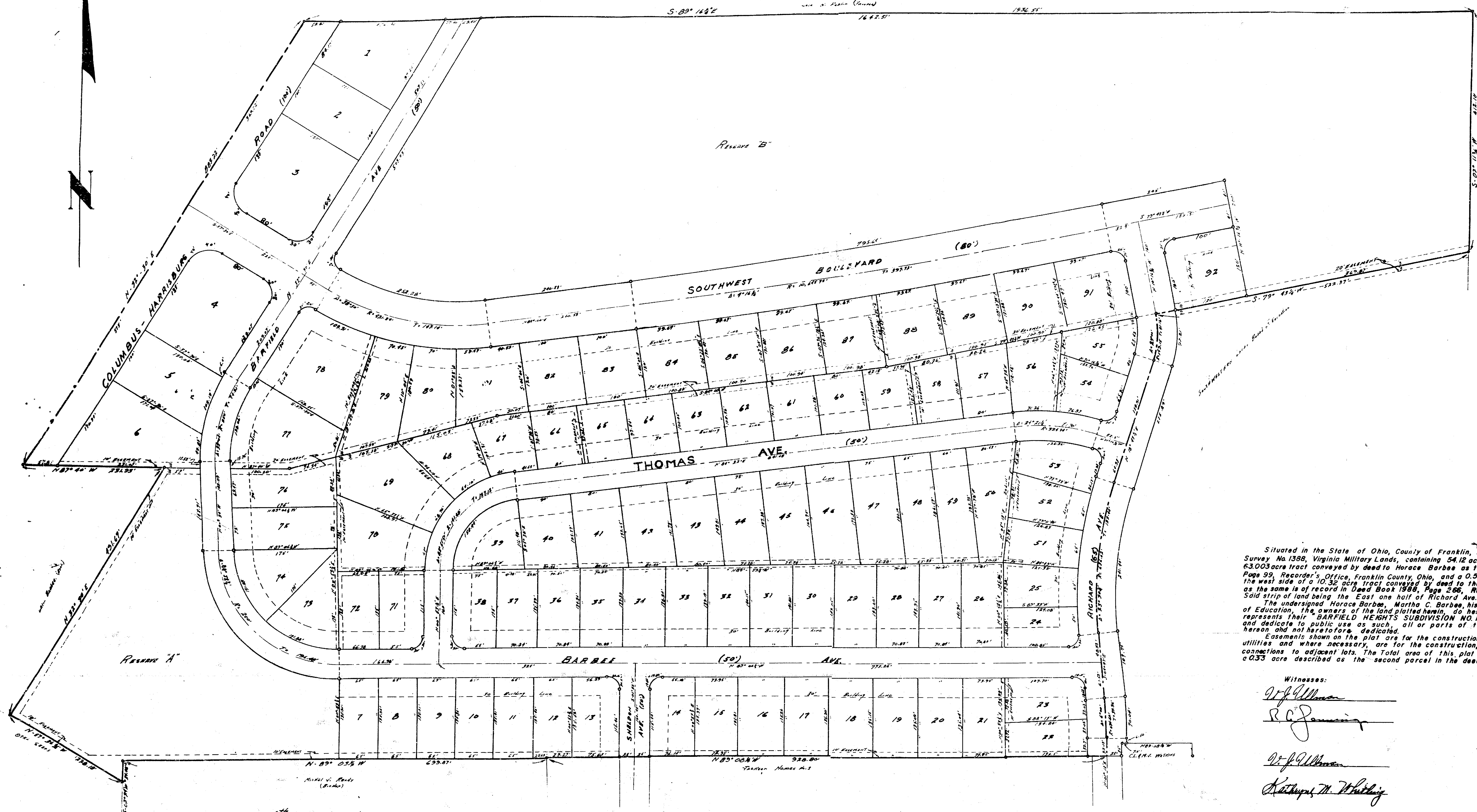
Tract XIII: Situated in the State of Ohio, County of Franklin, City of Grove City and bounded and described as follows:

Being Reserve C of THE RESUBDIVISION OF PART OF BARFIELD HEIGHTS NO. 1, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 28, Page 61, Recorder's Office, Franklin County, Ohio.



# BARFIELD HEIGHTS NO.1

BOOK 28 PAGE 55



Situated in the State of Ohio, County of Franklin, Village of Grove City, and being a part of Survey No. 1388, Virginia Military Lands, containing 54.12 acres, being the 53.55 acre remainder of a 63.003 acre tract conveyed by deed to Horace Barbee as the same is recorded in Deed Book 1986, Page 99, Recorder's Office, Franklin County, Ohio, and a 0.56 acre strip of land 32.5 feet wide off the west side of a 10.32 acre tract conveyed by deed to the Southwestern Local Board of Education as the same is of record in Deed Book 1988, Page 266, Recorder's Office, Franklin County, Ohio, said strip of land being the East one half of Richard Ave.

The undersigned Horace Barbee, Martha C. Barbee, his wife, and the Southwestern Local Board of Education, the owners of the land platted herein, do hereby certify that this plat correctly represents their BARFIELD HEIGHTS SUBDIVISION NO. 1, do hereby accept this plat of same and dedicate to public use as such, all or parts of the Roads, Avenues and Boulevards shown hereon and not heretofore dedicated.

Easements shown on the plat are for the construction, operation and maintenance of public utilities and where necessary, are for the construction, operation and maintenance of service connections to adjacent lots. The Total area of this plat includes 0.16 acre off the east end of a 0.33 acre described as the second parcel in the deed to Horace Barbee as noted above.

Witnesses:

*W. J. Williams*  
*R. C. Jamison*

*Horace Barbee*  
*Martha C. Barbee*  
Martha C. Barbee

*W. J. Williams*  
*Katharine M. Whitting*

Southwestern Local Board of Education  
*Arthur L. McKinley*  
President  
*R. C. Jamison*  
Clerk

Transferred this 6<sup>th</sup> day of November 1957.

*Fred C. Dunn*  
Auditor, Franklin County, Ohio

Approved this 17<sup>th</sup> day of October 1957.

*James E. Carter*  
*Warren S. Snyder*

*Fred L. Wallace*  
*W. Ernest Hynd*  
*May R. Shapiro, P.D.*  
Planning Commission, Village of Grove City, Ohio

Approved by Ordinance No. 56-47 passed this 21<sup>st</sup> day of October 1957 wherein the Roads, Avenues and Boulevards on the attached plat are approved as such by the council of the Village of Grove City, Ohio.

In witness whereof I have hereunto set my hand and affixed my seal this 21<sup>st</sup> day of October 1957.

*James A. Schaefer*  
Recorder, Franklin County, Ohio

*Norma J. Rebel*  
Village Clerk, Grove City, Ohio.

Received Original Tracing 11/1/57  
C. Schaefer

Filed for record this 6<sup>th</sup> day of November 1957 at 3:45 P.M.

Recorded this 8<sup>th</sup> day of November 1957.

Plat Book 28 Page 55

Fee 14.20  
File 10344

STATE OF OHIO SS.  
COUNTY OF FRANKLIN

Before me, a notary public in and for said County, personally appeared Horace Barbee, Martha C. Barbee, his wife, and the Southwestern Local Board of Education by Hugh L. McKinley, its President, and Robert A. Jennings, clerk of said board duly authorized by resolution passed this 21<sup>st</sup> day of October 1957, who acknowledged that they did sign the foregoing certificate and that the same is their free act and deed for the uses and purposes therein expressed.

In witness whereof I have hereunto set my hand and affixed my seal this 21<sup>st</sup> day of October 1957.

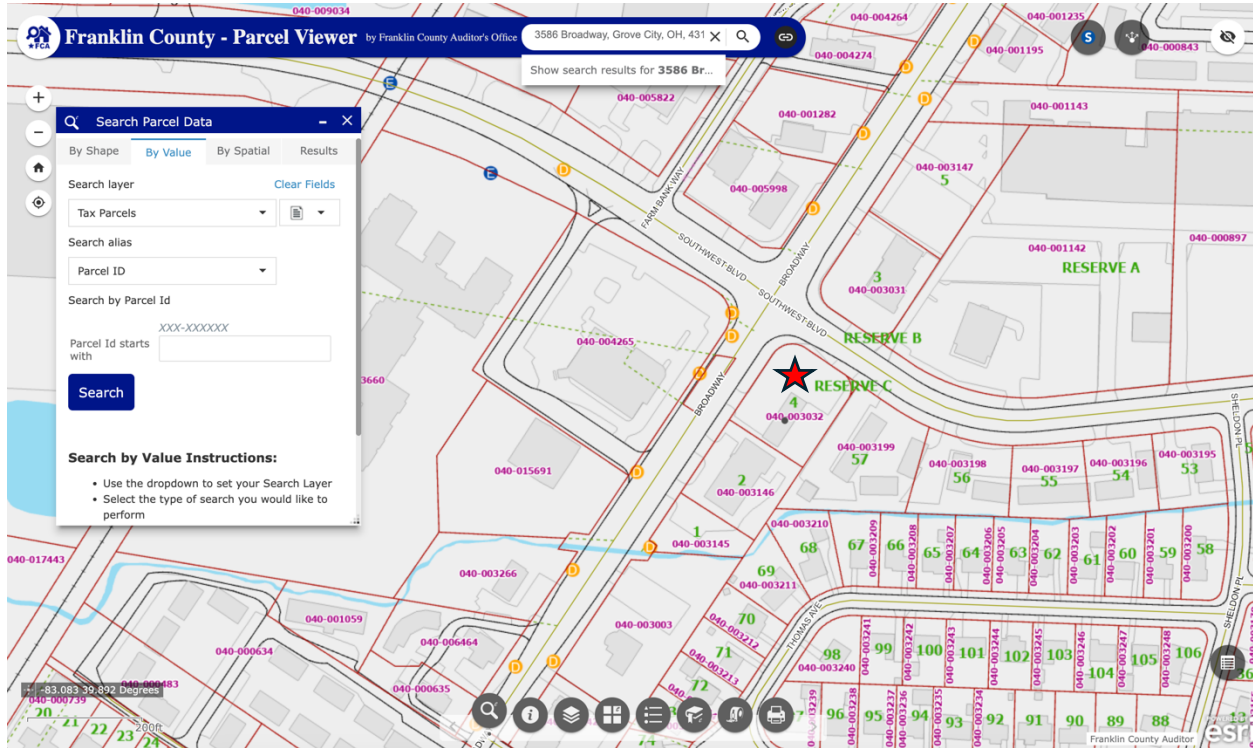
*Katharine M. Whitting*  
Notary Public, Franklin County, Ohio  
My Commission expires  
KATHYNE M. WHITTING  
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO  
MY COMMISSION EXPIRES APRIL 21, 1958

We do hereby certify that we have surveyed the above premises, prepared the foregoing plat and that said plat is correct. All dimensions are shown in feet and decimal parts thereof. Frontages shown on curved lots are chord measurements. Iron pins are shown thus.

HAINES SURVEYING CO.  
*James E. Haines*  
Registered Surveyor



**3586 Broadway Grove City, OH**  
**Parcel - 040-003032**  
**Shangri-La Dispensary – List of Surrounding Entities**



- 1) Parcel – 040-003146
  - a. Name - Bounded Oil Co.
  - b. Address – 3612 Broadway, Grove City, OH
- 2) Parcel – 040-004265
  - a. Name – CVS 1223 OH LLC
  - b. Address – 3575 Broadway, Grove City, OH
- 3) Parcel – 040-005998
  - a. Name – United Dairy Farmers Inc.
  - b. Address – 3555 Broadway, Grove City, OH
- 4) Parcel – 040-003031
  - a. Name – Troy Investment Corp.
  - b. Address – 3560 Broadway, Grove City, OH
- 5) Parcel – 040-003199
  - a. Name – Orchard Highlang II LLC, Orchard Highlight I LLC
  - b. Address – 3121 – 3129 Southwest Boulevard, Grove City, OH



Date: 06/10/24  
Introduced By: Ms. Burroughs  
Committee: Lands  
Originated By: Plan. Comm.  
Sponsor:  
Emergency: 30 Days:  
Current Expense:

No.: CR-25-24  
1st Reading: 06/17/24  
Public Notice:  
2nd Reading:  
Passed: Rejected:  
Codified: Code No:  
Passage Publication:

## RESOLUTION NO. CR-25-24

### A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR THE HARRIS PROPERTY LOCATED NORTH OF STATE ROUTE 665 AND WEST OF BORROR ROAD

WHEREAS, on June 06, 2024, the Planning Commission recommended approval of the Development Plan for the Harris Property with the following deviations:

1. A deviation shall be granted from Section VIII(D)(4)(a) of the Harris Farm Zoning Text to allow the 20-foot building setback along Hawthorne Parkway within Subarea D to be reduced by 12 feet for a total building setback of 8 feet;
2. A deviation shall be granted from Section VII(A)(1) of the Haris Farm Zoning Text to reduce the width of Hawthorne Parkway from the required 28 feet for public roadways to 26 feet.

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

SECTION 1. This Council hereby approves the Development Plan for the Harris Property located north of S.R. 665 and west of Borrer Road, contingent upon the deviations set by Planning Commission.

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

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

\_\_\_\_\_  
Christine Houk, President of Council

\_\_\_\_\_  
Richard L. Stage, Mayor

Passed:  
Effective:

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution  
is correct as to form.

\_\_\_\_\_  
Stephen J. Smith, Director of Law



Drawing name: K:\GIS\DEV\160017006\_Cimintel\_Horn\_Property\_Grove\_City\2\_Final\_Development\_Plan\Title\_Sheet.dwg Layout: Apr 24, 2024 6:17pm by: User: jackson

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of any part of this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

| SHEET INDEX |                                                  |
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| SHEET NO.   | SHEET TITLE                                      |
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| 3           | TYPICAL SECTIONS                                 |
| 4           | EXISTING CONDITIONS & DEMO PLAN                  |
| 5           | SITE PLAN                                        |
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| 7           | SITE PLAN                                        |
| 8           | SITE PLAN                                        |
| 9           | SITE PLAN                                        |
| 10          | OVERALL UTILITY PLAN                             |
| 11          | UTILITY PLAN                                     |
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| 15          | UTILITY PLAN                                     |
| 16          | GRADING PLAN                                     |
| 17          | GRADING PLAN                                     |
| 18          | GRADING PLAN                                     |
| 19          | GRADING PLAN                                     |
| 20          | GRADING PLAN                                     |
| 21          | LIGHTING AND SIGNAGE PLAN                        |
| 22          | LIGHTING AND SIGNAGE PLAN                        |
| 23          | LIGHTING AND SIGNAGE PLAN                        |
| 24          | LIGHTING AND SIGNAGE PLAN                        |
| 25          | LIGHTING AND SIGNAGE PLAN                        |
| 26          | FIRE APPARATUS MANEUVERABILITY PLAN - RIGHT TURN |
| 27          | FIRE APPARATUS MANEUVERABILITY PLAN - LEFT TURN  |

#### SITE STATISTICS

|                            |                                                |
|----------------------------|------------------------------------------------|
| CURRENT ZONING:            | PUD-R (C-28-23)                                |
| TOTAL SITE AREA:           | ±96.3 AC                                       |
| SUB-AREA A:                | ±54.5 AC (103 DETACHED LOTS)                   |
| SUB-AREA B:                | ±19.7 AC (35 DETACHED LOTS, 36 ATTACHED UNITS) |
| SUB-AREA C:                | ±6.2 AC (DETACHED & LOTS)                      |
| SUB-AREA D:                | ±15.6 AC (88 ATTACHED UNITS)                   |
| NEAREST CROSS STREET:      |                                                |
| NORTH                      | QUAIL CREEK BLVD                               |
| SOUTH                      | STATE ROUTE 665                                |
| EAST                       | BORROR RD                                      |
| WEST                       | HOOVER RD                                      |
| TOTAL DISTURBED AREA:      | ±68.7 AC                                       |
| PRE-DEVELOPED IMPERVIOUS:  | ±0.8 AC                                        |
| POST-DEVELOPED IMPERVIOUS: | ±47.6 AC                                       |

#### FLOODPLAIN

THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) SHOWS THAT THE SUBJECT PROPERTY IS LOCATED WITHIN AREAS DESIGNATED AS ZONES A AND X (ZONE A IS DEFINED AS: AREAS WITH A 1% ANNUAL CHANCE OF FLOODING AND ZONE X IS DEFINED AS: AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DESIGNATED AND DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR FRANKLIN COUNTY, OHIO, MAP NUMBERS FM39049C0404K & FM39049C0406K WITH EFFECTIVE DATE OF JUNE 17, 2008.

#### APPLICANTS

|                                                                                                                                                |                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| CIMINELLO LAND COMPANY<br>567 LAZELLE RD<br>WESTERVILLE, OH 43081<br>TEL: (614) 207-7607<br>CONTACT: JOE CIMINELLO<br>EMAIL: CIMINELLO@AOL.COM | EPCON COMMUNITIES<br>500 STONEHENGE PARKWAY<br>DUBLIN, OH 43017<br>TEL: (614) 761-1010<br>CONTACT: CRAIG CHERRY<br>EMAIL: CCHERRY@EPCONCOMMUNITIES.COM |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|

#### ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.  
7965 N. HIGH STREET, SUITE 200  
COLUMBUS, OH 43235  
TEL: (614) 472-8546  
EMAIL: MIKE.REEVES@KIMLEY-HORN.COM  
CONTACT: MIKE REEVES

#### OWNER

PAUL HARRIS JR  
2088 LONDON GROVEPORT RD  
GROVE CITY, OH 43123

#### EXISTING PARCEL INFORMATION

|                                                                 |                                                      |                                                      |
|-----------------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|
| 1 CORIANO JOEL & CUTLER MICHELLE<br>PID: 040-011378-00          | 2 BEHANNA BRADLEY P & MAGGIE L<br>PID: 040-011379-00 | 3 WARREN JOHN<br>PID: 040-011380-00                  |
| 4 LOOBY KEVIN & JACQUELINE<br>PID: 040-011381-00                | 5 HUFFMAN JOSEPH A & TONYA N<br>PID: 040-011382-00   | 6 EMIN DIDIER T<br>PID: 040-011384-00                |
| 7 OK INVESTMENT CO<br>PID: 040-011385-00                        | 8 THRUN LORA B & JAY S<br>PID: 160-002041-00         | 9 REAM KAMRYN L & DOUGLAS R<br>PID: 160-002041-00    |
| 10 SPELLACY JEFFREY LOUIS & AMY ELIZABETH<br>PID: 160-002040-00 | 11 BONNER RICHARD R TTEE<br>PID: 160-001498-00       | 12 ADAMS KENNETH L & BEVERLY K<br>PID: 040-005237-00 |
| 13 HINES CHRISTOPHER S & STEPHANIE M<br>PID: 040-005238-00      | 14 MURPHY JOAN M<br>PID: 040-005239-00               | 15 HOUGH CHRIS<br>PID: 160-001277-00                 |
| 16 HERDMAN NATHAN<br>PID: 160-002264-00                         | 17 GIBSON SHELLEY L & RICK L<br>PID: 160-001183-00   | 18 TERRY DAVID A & KAREN S<br>PID: 160-001142-00     |
| 19 LAVER JAMES B & LAVER NANCY<br>PID: 040-006074-00            | 20 DEVINE DALTON & SARA<br>PID: 040-010194-00        | 21 SANBORN DUSTIN K & TINA M<br>PID: 040-010193-00   |
| 22 LAPPERT DANIEL R & MARY S<br>PID: 160-001068-00              | 23 BOCKUS DENNIS C & SHARON B<br>PID: 160-001644-00  | 24 FLEMING PAUL G<br>PID: 160-001725-00              |
| 25 NELSON DAVID A<br>PID: 160-000150-00                         |                                                      |                                                      |

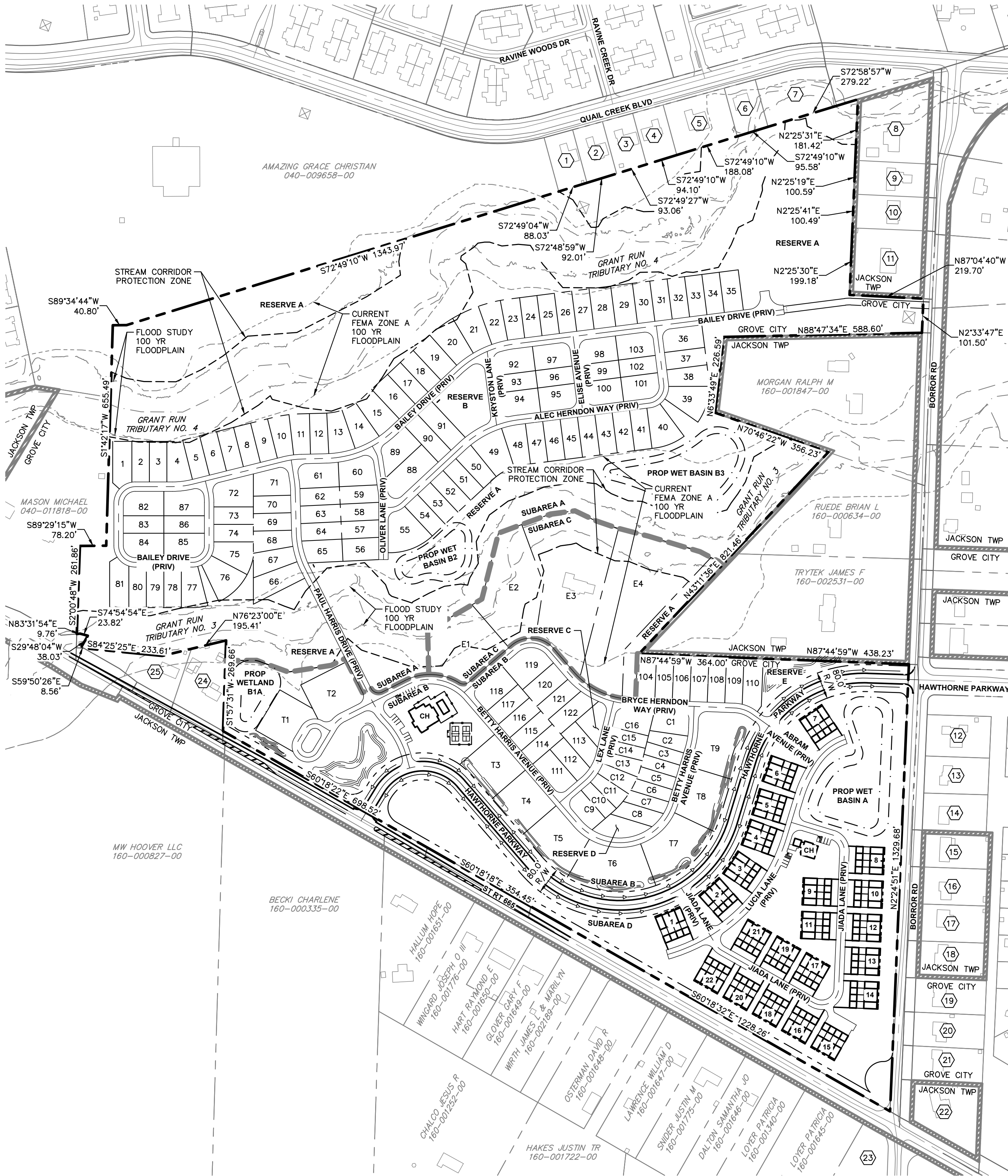
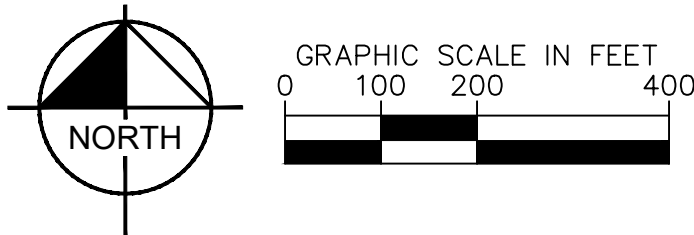
UNDERGROUND UTILITIES

Contact Two Working Days Before You Dig

OHIO811.org

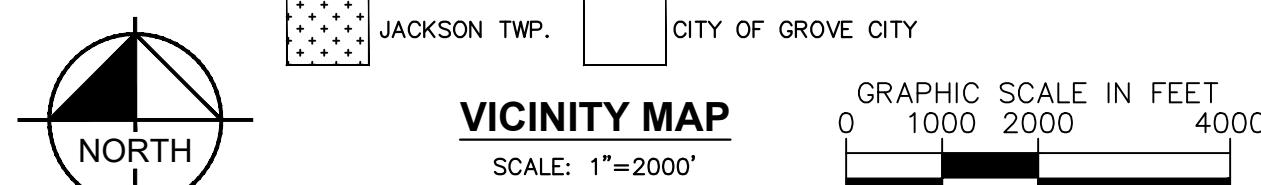
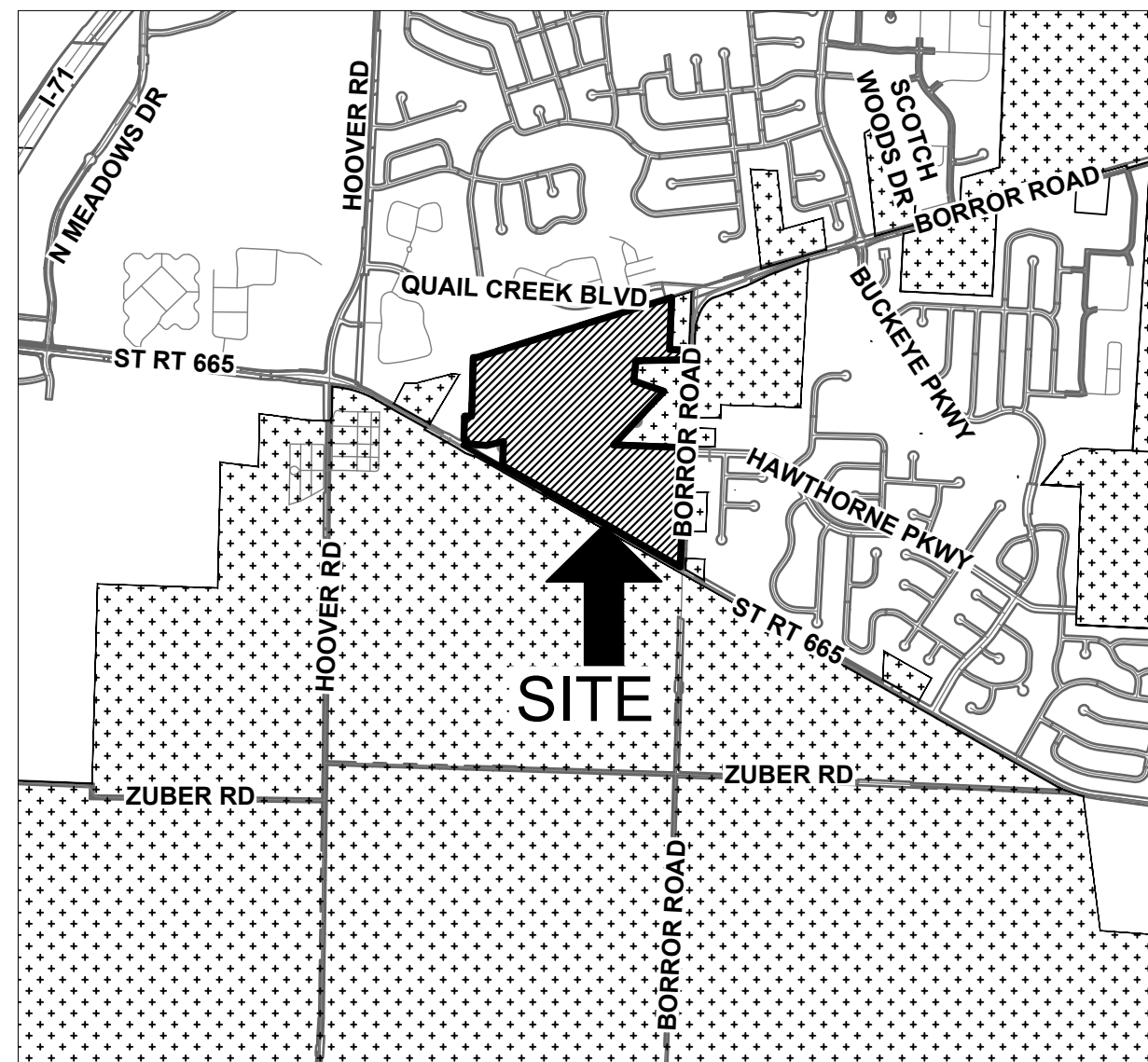
Before You Dig

OHIO811, 8-1-1, or 1-800-362-2764 (Non members must be called directly)



INDEX MAP  
SCALE: 1"=200'

# FINAL DEVELOPMENT PLAN FOR HARRIS PROPERTY GROVE CITY, FRANKLIN COUNTY, OHIO VIRGINIA MILITARY SURVEY NO. 469 2024



Received By:  
Grove City Development  
4/24/24

#### APPROVALS

SIGNATURES BELOW SIGNIFY ONLY CONCURRENCE WITH THE GENERAL PURPOSES AND GENERAL LOCATION OF THE PROJECT. ALL TECHNICAL DETAILS REMAIN THE RESPONSIBILITY OF THE ENGINEER PREPARING THE PLAN.

|                                   |  |
|-----------------------------------|--|
| CITY ADMINISTRATOR                |  |
| DIRECTOR OF PUBLIC SERVICE        |  |
| REVIEW FOR THE CITY OF GROVE CITY |  |
| JACKSON TOWNSHIP FIRE DEPARTMENT  |  |

#### STANDARD CONSTRUCTION DRAWINGS

| CITY OF GROVE CITY |           |          | CITY OF COLUMBUS |          |
|--------------------|-----------|----------|------------------|----------|
| C-GC-01            | C-GC-27   | C-GC-70A | L-1001           | L-6637A  |
| C-GC-03            | C-GC-31   | C-GC-71A | L-1003           | L-6640   |
| C-GC-04            | C-GC-32   | C-GC-74  | L-1004           | L-7001   |
| C-GC-06            | C-GC-37   | C-GC-75A | L-6306           | L-9002G  |
| C-GC-10            | C-GC-40   | C-GC-75B | L-6309A          | L-9901   |
| C-GC-12            | C-GC-41A  | C-GC-77  | L-6309B          | AA-S133A |
| C-GC-13            | C-GC-41B  | C-GC-80  | L-6310           | AA-S149  |
| C-GC-15            | C-GC-43A  | C-GC-81  | L-6311           | AA-S150  |
| C-GC-19            | C-GC-43DW | C-GC-82  | L-6312           | AA-S151  |
| C-GC-20            | C-GC-44   | C-GC-83  | L-6317A          | AA-S153  |
| C-GC-22            | C-GC-46A  | C-GC-90  | L-6317B          |          |
| C-GC-24            | C-GC-57A  | C-GC-90A | L-6409A          |          |
| C-GC-25            | C-GC-59   | C-GC-95B | L-6409B          |          |

#### PROFESSIONAL ENGINEER'S CERTIFICATION

I, MICHAEL C. REEVES, A LICENSED PROFESSIONAL ENGINEER OF OHIO, HEREBY CERTIFY THAT THIS SUBMISSION WAS PREPARED ON BEHALF OF CIMINELLO LAND COMPANY AND EPCON COMMUNITIES BY KIMLEY-HORN AND ASSOCIATES, INC. UNDER MY PERSONAL DIRECTION. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

OHIO LICENSED PROFESSIONAL ENGINEER E-75300  
MY LICENSE EXPIRES ON 12/31/2024

**Kimley»Horn**  
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.  
7965 N. HIGH STREET, SUITE 200  
COLUMBUS, OH 43235  
PHONE: 614-464-4699  
WWW.KIMLEY-HORN.COM

|                 |                  |               |                 |
|-----------------|------------------|---------------|-----------------|
| SCALE: AS NOTED | DESIGNED BY: TCU | DRAWN BY: DOM | CHECKED BY: MCR |
|-----------------|------------------|---------------|-----------------|

#### TITLE SHEET

**HARRIS PROPERTY  
FINAL DEVELOPMENT PLAN**  
SR 665 & BORROR ROAD  
GROVE CITY, OH 43123

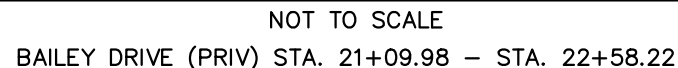
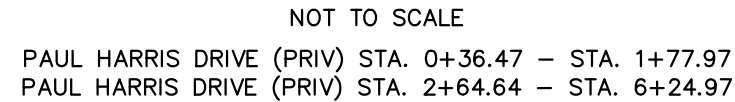
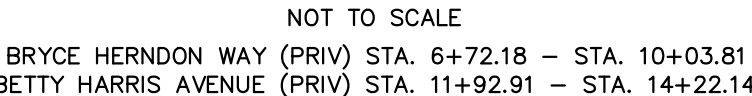
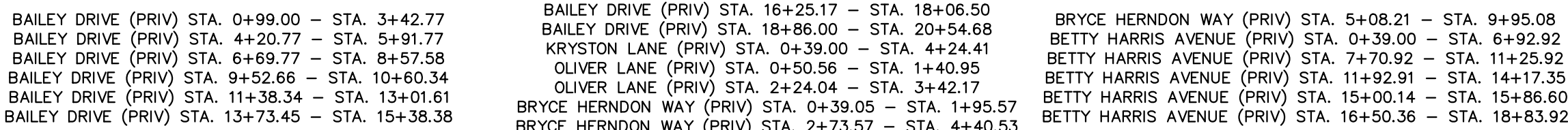
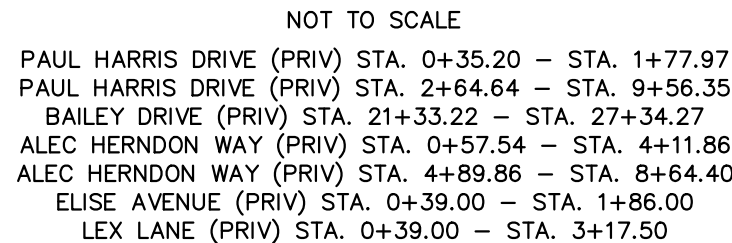
ORIGINAL ISSUE:  
03/18/2024  
KHA PROJECT NO.  
190017006  
SHEET NUMBER

1  
OF 27









- |    |                                                                              |
|----|------------------------------------------------------------------------------|
| 1  | 1-1/2" HOT MIXED, HOT LAND ASPHALT CONCRETE, SURFACE COURSE, TYPE 1 ITEM 441 |
| 2  | 6" ROLLER COMPACTED CONCRETE (RCC) BASE, ITEM 365                            |
| 5  | COMBINATION CURB & GUTTER, TYPE STANDARD (STD. DWG. C-GC-57A), ITEM 609      |
| 5A | TILT OUT CURB & GUTTER, SEE DETAIL SHEET 2, ITEM 609                         |
| 5B | 18" TILT-OUT MOUNTABLE CURB, SEE DETAIL SHEET 2, ITEM 609                    |
| 6  | NO. 8 OR NO. 57 AGGREGATE                                                    |
| 7  | 4" PIPE UNDERDRAIN, ITEM 605                                                 |
| 8  | SUBGRADE COMPACTION, ITEM 204                                                |
| 9  | CONCRETE WALK, (STD. DWG. C-GC-46A), ITEM 608                                |
| 10 | 8' PATH, (STD. DWG. C-GC-80 OR 46A WHEN IN FRONT OF LOTS)                    |

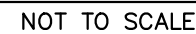
- ① 1-1/4" ASPHALT CONCRETE SURFACE COURSE (MEDIUM TRAFFIC), PG-64-22, ITEM 441
- ② NON-TRACKING TACK COAT (APPLIED AT 0.075 GAL/SY), ODOT ITEM 407\*
- ③ 1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE (MEDIUM TRAFFIC), PG 64-22, ITEM 441
- ④ TACK COAT, (APPLIED AT 0.075 GAL/SY), ODOT ITEM 407
- ⑤ 5" ASPHALT CONCRETE BASE, ITEM 301
- ⑥ 6" AGGREGATE BASE, ITEM 304
- ⑦ SUBGRADE COMPACTION, ITEM 204
- ⑧ STANDARD CONCRETE COMBINED CURB AND GUTTER, (STD. DWG. C-GC-57A), ITEM 609
- ⑨ NO. 8 OR NO. 57 AGGREGATE
- ⑩ 6" PIPE UNDERDRAIN, ITEM 605
- ⑪ CONCRETE WALK, (STD. DWG. C-GC-46A), ITEM 608
- ⑫ 8' PATH, (STD. DWG. C-GC-80 OR 46A WHEN IN FRONT OF LOTS)  
\* TACK COAT TO BE NTSS-1HM (TRACKLESS TACK) WHEN APPLIED  
THE SAME DAY AS PAVING.



ABRAM AVENUE (PRIV) STA. 0+43.47 - STA. 1+43.22  
 JADA LANE (PRIV) STA. 0+41.00 - STA. 10+15.05  
 JIADA LANE (PRIV) STA. 11+13.36 - STA. 12+01.72  
 LUCIA LANE (PRIV) STA. 0+00.00 - STA. 1+07.30  
 LUCIA LANE (PRIV) STA. 1+84.61 - STA. 2+74.01

- |    |                                                                          |
|----|--------------------------------------------------------------------------|
| 1  | 1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22, ITEM 441 |
| 2  | 3" ASPHALT CONCRETE BASE, ITEM 301                                       |
| 3  | 6" AGGREGATE BASE, ITEM 304                                              |
| 4  | TACK COAT, ITEM 407 (NEW ASPHALT APPLIED AT 0.05 GAL/SY)                 |
| 5  | COMBINATION CURB & GUTTER, TYPE STANDARD (STD. DWG. C-GC-57A), ITEM 609  |
| 5A | TILT OUT CURB & GUTTER, SEE DETAIL SHEET 2, ITEM 609                     |
| 5B | 18" TILT-OUT MOUNTABLE CURB, SEE DETAIL SHEET 2, ITEM 609                |
| 6  | NO. 8 OR NO. 57 AGGREGATE                                                |
| 7  | 4" PIPE UNDERDRAIN, ITEM 605                                             |
| 8  | SUBGRADE COMPACTION, ITEM 204                                            |
| 9  | CONCRETE WALK, (STD. DWG. C-GC-46A), ITEM 608                            |
| 10 | 8' PATH, (STD. DWG. C-GC-80 OR 46A WHEN IN FRONT OF LOTS)                |

- (1) 1-1/4" ASPHALT CONCRETE SURFACE COURSE (MEDIUM TRAFFIC), PG-64-22, ITEM 441
- (2) NON-TRACKING TACK COAT (APPLIED AT 0.075 GAL/SY), ODOT ITEM 407\*
- (3) 1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE (MEDIUM TRAFFIC), PG 64-22, ITEM 441
- (4) TACK COAT, (APPLIED AT 0.075 GAL/SY), ODOT ITEM 407
- (5) 7" PORTLAND CEMENT CONCRETE BASE (CLASS COC 6), ITEM 305 OR ROLLER COMPACTED CONCRETE (STD. DWG C-GC-90)
- (6) 4" AGGREGATE BASE, ITEM 304
- (7) SUBGRADE COMPACTION, ITEM 204
- (8) STANDARD CONCRETE COMBINED CURB AND GUTTER, (STD. DWG. C-GC-57A), ITEM 609
- (9) NO. 8 OR NO. 57 AGGREGATE
- (10) 6" PIPE UNDERDRAIN, ITEM 605
- (11) CONCRETE WALK, (STD. DWG. C-GC-45A), ITEM 608
- (12) 8' PATH, (STD. DWG. C-GC-80 OR 46A WHEN IN FRONT OF LOTS)  
\* TACK COAT TO BE NTSS-1HM (TRACKLESS TACK) WHEN APPLIED THE SAME DAY AS PAVING.



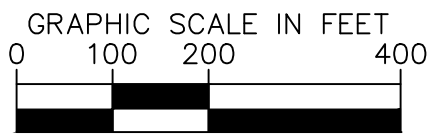
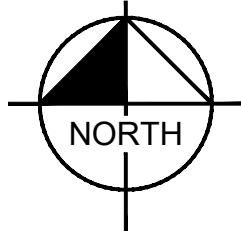
LUCIA LANE (PRIV) STA. 2+74.01 - STA. 5+25.60  
LUCIA LANE (PRIV) STA. 6+03.60 - STA. 7+30.16  
LUCIA LANE (PRIV) STA. 7+95.00 - STA. 8+72.88



HAWTHORNE PARKWAY STA. 0+54.64 - STA. 1+90.40  
HAWTHORNE PARKWAY STA. 2+52.19 - STA. 11+58.18  
HAWTHORNE PARKWAY STA. 12+33.37 - STA. 17+08.03  
HAWTHORNE PARKWAY STA. 18+14.09 - STA. 22+14.96



Drawing name: K:\CB\_LIVE\190017006\_Correll-Horn Property\_Grove City\2 Design\CAD\PlanSheets\2 Final Development Plan\DEMO PLAN.dwg Layout1 Apr 24, 2024 8:17pm by: tye.jackson  
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LEGEND

|     |                               |
|-----|-------------------------------|
| --- | EXISTING SITE BOUNDARY        |
| --- | EXISTING PROPERTY LINE        |
| --- | EXISTING RIGHT-OF-WAY         |
| --- | EXISTING PAVEMENT             |
| --- | EXISTING BUILDING             |
| --- | EXISTING STREAM               |
| --- | EXISTING SOIL BOUNDARY        |
| --- | 100-YR FLOODPLAIN             |
| --- | EXISTING INDEX CONTOUR        |
| --- | EXISTING INTERMEDIATE CONTOUR |
| --- | EXISTING OVERHEAD POWER LINES |
| --- | EXISTING STORM PIPE           |
| --- | EXISTING WATER MAIN           |
| --- | EXISTING SANITARY PIPE        |
| --- | EXISTING PAVEMENT (TBR)       |
| --- | TO BE REMOVED                 |

EXISTING PARCEL INFORMATION

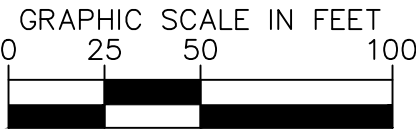
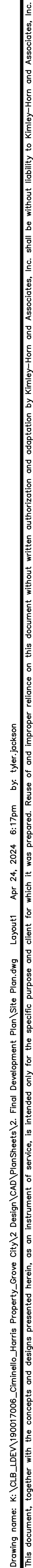
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|----|--------------------------------------------------------------|----|----------------------------------------------------|----|---------------------------------------------------|
| 1  | CORSANO JOEL & CUTLER MICHELLE<br>PID: 040-011378-00         | 2  | BEHANNA BRADLEY P & MAGGIE L<br>PID: 040-011379-00 | 3  | WARREN JOHN<br>PID: 040-011380-00                 |
| 4  | LOOBY KEVIN & JACQUELINE<br>PID: 040-011381-00               | 5  | HUFFMAN JOSEPH A & TONYA N<br>PID: 040-011382-00   | 6  | EMIN DIDIER T<br>PID: 040-011384-00               |
| 7  | OK INVESTMENT CO<br>PID: 040-011385-00                       | 8  | THRUN LORA B & JAY S<br>PID: 160-002173-00         | 9  | REAM KAMRYN L & DOUGLAS R<br>PID: 160-002041-00   |
| 10 | SPELLACY JEFFREY LOUIS & AMY ELIZABETH<br>PID: 160-002040-00 | 11 | BONNER RICHARD R TTEE<br>PID: 160-001498-00        | 12 | ADAMS KENNETH L & BEVERLY K<br>PID: 040-005237-00 |
| 13 | HINES CHRISTOPHER S & STEPHANIE M<br>PID: 040-005238-00      | 14 | MURPHY JOAN M<br>PID: 040-005239-00                | 15 | HOUGH CHRIS<br>PID: 160-001277-00                 |
| 16 | HERDMAN NATHAN<br>PID: 160-002264-00                         | 17 | GIBSON SHELLEY L & RICK L<br>PID: 160-001183-00    | 18 | TERRY DAVID A & KAREN S<br>PID: 160-001142-00     |
| 19 | LAVER JAMES B & LAVER NANCY<br>PID: 040-006074-00            | 20 | DEVINE DALTON & SARA<br>PID: 040-010194-00         | 21 | SANBORN DUSTIN K & TINA M<br>PID: 040-010193-00   |
| 22 | LAPPERT DANIEL R & MARY S<br>PID: 160-001068-00              | 23 | BOCKUS DENNIS C & SHARON B<br>PID: 160-001644-00   | 24 | FLEMING PAUL G<br>PID: 160-001725-00              |
| 25 | NELSON DAVID A<br>PID: 160-000150-00                         |    |                                                    |    |                                                   |

SOIL LEGEND

CeB - CELINA SILT LOAM, 2 TO 6 PERCENT SLOPES  
CrA - CROSBY SILT LOAM, SOUTHERN OHIO TILL PLAIN, 0 TO 2 PERCENT SLOPES  
CrB - CROSBY SILT LOAM, SOUTHERN OHIO TILL PLAIN, 2 TO 6 PERCENT SLOPES  
Kc - KOKOMO SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES  
MkB - MIAMIAN SILT LOAM, 2 TO 6 PERCENT SLOPES  
MIC2 - MIAMIAN SILTY CLAY LOAM, 6 TO 12 PERCENT SLOPES, ERODED

|                                                                                           |                  |                                                                                                                                                 |                 |
|-------------------------------------------------------------------------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
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| SCALE: 1"=200'                                                                            | DESIGNED BY: TCI | DRAWN BY: DOM                                                                                                                                   | CHECKED BY: MCR |
| EXISTING<br>CONDITIONS &<br>DEMO PLAN                                                     |                  |                                                                                                                                                 |                 |
| HARRIS PROPERTY<br>FINAL DEVELOPMENT PLAN<br>SR 665 & BORROR ROAD<br>GROVE CITY, OH 43123 |                  |                                                                                                                                                 |                 |
| ORIGINAL ISSUE:<br>03/18/2024                                                             |                  |                                                                                                                                                 |                 |
| KHA PROJECT NO.<br>190017006                                                              |                  |                                                                                                                                                 |                 |
| SHEET NUMBER<br>4                                                                         |                  |                                                                                                                                                 |                 |
| OF 27                                                                                     |                  |                                                                                                                                                 |                 |





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|  | EXISTING SITE BOUNDARY          |
|  | EXISTING PROPERTY LINE          |
|  | EXISTING RIGHT-OF-WAY           |
|  | EXISTING PAVEMENT               |
|  | EXISTING BUILDING               |
|  | EXISTING STREAM                 |
|  | PROPOSED SETBACK                |
|  | PROPOSED BUILDING               |
|  | PROPOSED FENCE                  |
|  | PROPOSED BASIN                  |
|  | PROPOSED FACE OF CURB           |
|  | PROPOSED SIDEWALK               |
|  | PROPOSED CENTERLINE             |
|  | PROPOSED SUB-AREA LINE          |
|  | STREAM CORRIDOR PROTECTION ZONE |
|  | 100-YR FLOODPLAIN               |

1. ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL INTERSECTION CURB RETURNS ARE 25' RADIUS.
3. A FLOODPLAIN PERMIT WILL BE REQUIRED FOR IMPACTS WITHIN THE 100-YEAR FLOODPLAIN. RESIDENTIAL DWELLINGS ARE PERMITTED WITHIN THE 100-YEAR FLOOD PLAIN. FINAL FLOOD STUDY WILL BE FINALIZED WITH FINAL ENGINEERING TO REPRESENT THE DELINEATED 100-YEAR FLOOD PLAIN.

| CURVE TABLE |         |         |               |         |            |           |
|-------------|---------|---------|---------------|---------|------------|-----------|
| CURVE       | RADIUS  | LENGTH  | CHORD BEARING | CHORD   | DELTA      | TANGENT   |
| C6          | 250.00' | 110.61' | N14°09'15"W   | 109.71' | 25°21'00"  | 56.23'    |
| C7          | 250.00' | 30.96'  | N5°01'35"W    | 30.94'  | 7°05'42"   | 15.50'    |
| C9          | 300.00' | 217.24' | S67°44'17"W   | 212.52' | 41°29'22"  | 113.63'   |
| C10         | 250.00' | 54.57'  | S82°13'47"W   | 54.46'  | 12°30'22"  | 27.39'    |
| C11         | 250.00' | 61.19'  | S82°59'18"W   | 61.04'  | 14°01'25"  | 30.75'    |
| C12         | 50.00'  | 78.54'  | S45°00'00"W   | 70.71'  | 90°00'00"  | 50.00'    |
| C13         | 50.00'  | 78.54'  | S45°00'00"E   | 70.71'  | 90°00'00"  | 50.00'    |
| C14         | 50.00'  | 78.54'  | N45°00'00"E   | 70.71'  | 90°00'00"  | 50.00'    |
| C15         | 150.00' | 36.71'  | N7°00'42"W    | 36.62'  | 14°01'25"  | 18.45'    |
| C21         | 250.00' | 37.41'  | S74°13'E      | 37.38'  | 8°34'26"   | 18.74'    |
| C29         | 33.00'  | 103.67' | N58°54'16"W   | 66.00'  | 180°00'00" | INFINITY' |
| C30         | 33.00'  | 51.84'  | N76°05'44"E   | 46.67'  | 90°00'00"  | 33.00'    |

OF 27







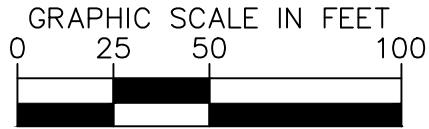
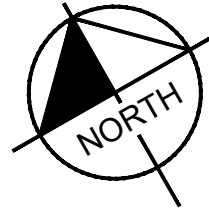
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|                                                                                                                                                 |                  |               |                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------|-----------------|
| SCALE: 1"=50'                                                                                                                                   | DESIGNED BY: TCJ | DRAWN BY: DOM | CHECKED BY: WCR |
| Kimley»Horn                                                                                                                                     |                  |               |                 |
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| DATE: BY: APR DATE: APR BY:                                                                                                                     |                  |               |                 |
| REVISIONS                                                                                                                                       |                  |               |                 |
| No.                                                                                                                                             |                  |               |                 |
| SITE PLAN                                                                                                                                       |                  |               |                 |
| HARRIS PROPERTY<br>FINAL DEVELOPMENT PLAN<br>SR 665 & BORROR ROAD<br>GROVE CITY, OH 43123                                                       |                  |               |                 |
| ORIGINAL ISSUE:<br>03/18/2024                                                                                                                   |                  |               |                 |
| KHA PROJECT NO.<br>190017006                                                                                                                    |                  |               |                 |
| SHEET NUMBER<br>7<br>OF 27                                                                                                                      |                  |               |                 |



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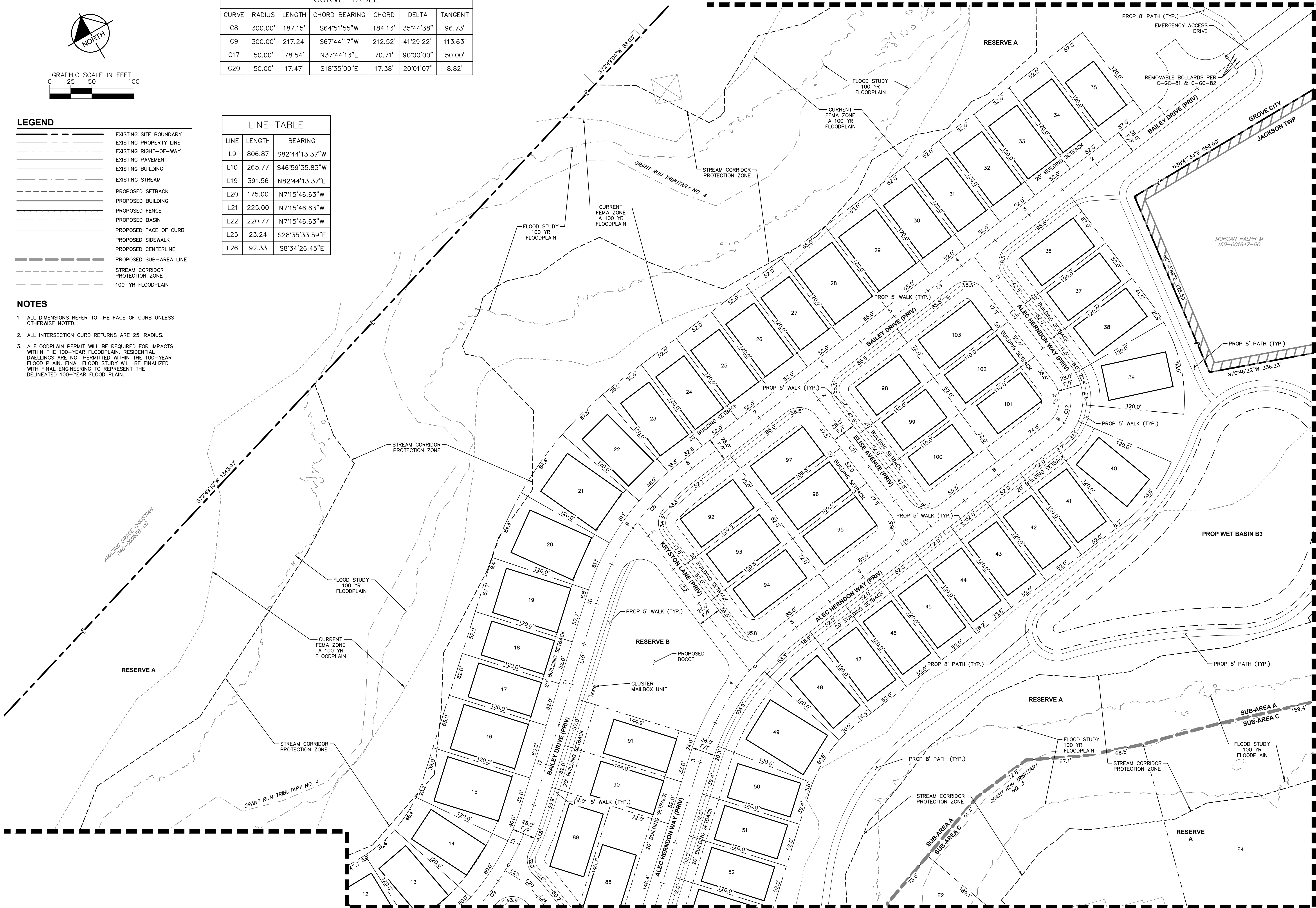
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|  | EXISTING RIGHT-OF-WAY           |
|  | EXISTING PAVEMENT               |
|  | EXISTING BUILDING               |
|  | EXISTING STREAM                 |
|  | PROPOSED SETBACK                |
|  | PROPOSED BUILDING               |
|  | PROPOSED FENCE                  |
|  | PROPOSED BASIN                  |
|  | PROPOSED FACE OF CURB           |
|  | PROPOSED SIDEWALK               |
|  | PROPOSED CENTERLINE             |
|  | PROPOSED SUB-AREA LINE          |
|  | STREAM CORRIDOR PROTECTION ZONE |
|  | 100-YR FLOODPLAIN               |

NOTES

- ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL INTERSECTION CURB RETURNS ARE 25' RADIUS.
- A FLOODPLAIN PERMIT WILL BE REQUIRED FOR IMPACTS WITHIN THE 100-YEAR FLOODPLAIN. RESIDENTIAL DWELLINGS ARE NOT PERMITTED WITHIN THE 100-YEAR FLOOD PLAIN. FINAL FLOOD STUDY WILL BE FINALIZED WITH FINAL ENGINEERING TO REPRESENT THE DELINEATED 100-YEAR FLOOD PLAIN.

| CURVE TABLE |         |         |               |         |           |         |
|-------------|---------|---------|---------------|---------|-----------|---------|
| CURVE       | RADIUS  | LENGTH  | CHORD BEARING | CHORD   | DELTA     | TANGENT |
| C8          | 300.00' | 187.15' | S64°51'55"W   | 184.13' | 35°44'38" | 96.73'  |
| C9          | 300.00' | 217.24' | S67°44'17"W   | 212.52' | 41°29'22" | 113.63' |
| C17         | 50.00'  | 78.54'  | N37°44'13"E   | 70.71'  | 90°00'00" | 50.00'  |
| C20         | 50.00'  | 17.47'  | S18°35'00"E   | 17.38'  | 20°01'07" | 8.82'   |

| LINE TABLE |        |                |
|------------|--------|----------------|
| LINE       | LENGTH | BEARING        |
| L9         | 806.87 | S82°44'13.37"W |
| L10        | 265.77 | S46°59'35.83"W |
| L19        | 391.56 | N82°44'13.37"E |
| L20        | 175.00 | N7°15'46.63"W  |
| L21        | 225.00 | N7°15'46.63"W  |
| L22        | 220.77 | N7°15'46.63"W  |
| L25        | 23.24  | S28°35'33.59"E |
| L26        | 92.33  | S8°34'26.45"E  |



MATCHLINE - SEE SHEET 9

SITE PLAN

HARRIS PROPERTY  
FINAL DEVELOPMENT PLAN  
SR 665 & BORROR ROAD  
GROVE CITY, OH 43123

ORIGINAL ISSUE:  
03/18/2024  
KHA PROJECT NO.  
190017006  
SHEET NUMBER

8

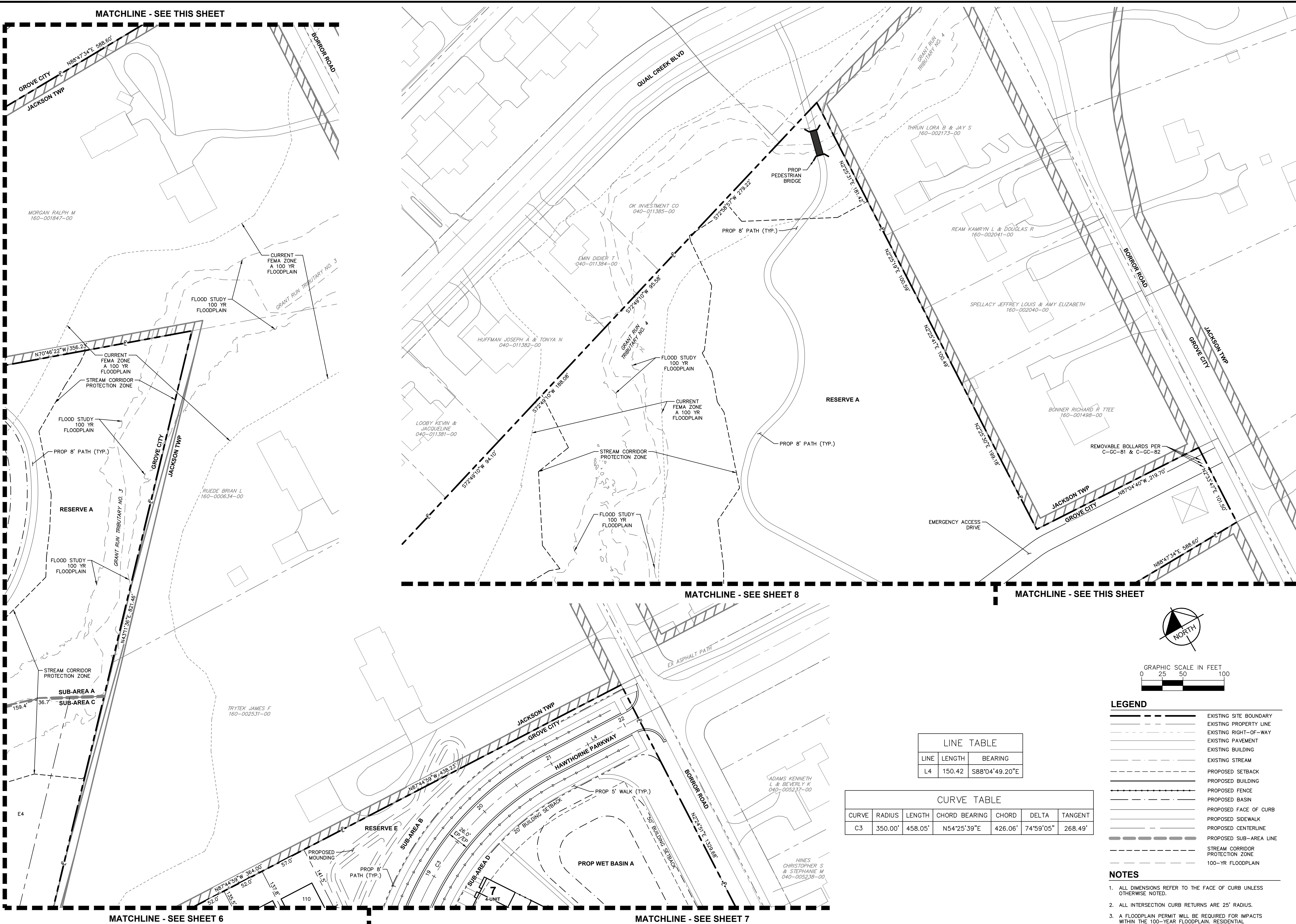
OF 27

|                                                                                                                                               |  |     |  |           |  |      |  |    |  |          |  |        |  |
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| SCALE: 1"= 50'                                                                                                                                |  |     |  |           |  |      |  |    |  |          |  |        |  |
| DESIGNED BY: TCJ                                                                                                                              |  |     |  |           |  |      |  |    |  |          |  |        |  |
| DRAWN BY: DOM                                                                                                                                 |  |     |  |           |  |      |  |    |  |          |  |        |  |
| CHECKED BY: MCR                                                                                                                               |  |     |  |           |  |      |  |    |  |          |  |        |  |
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MATCHLINE - SEE SHEET 8



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DESIGNED BY: TCJ

DRAWN BY: DOM

CHECKED BY: MCR

SCALE: 1"=50'

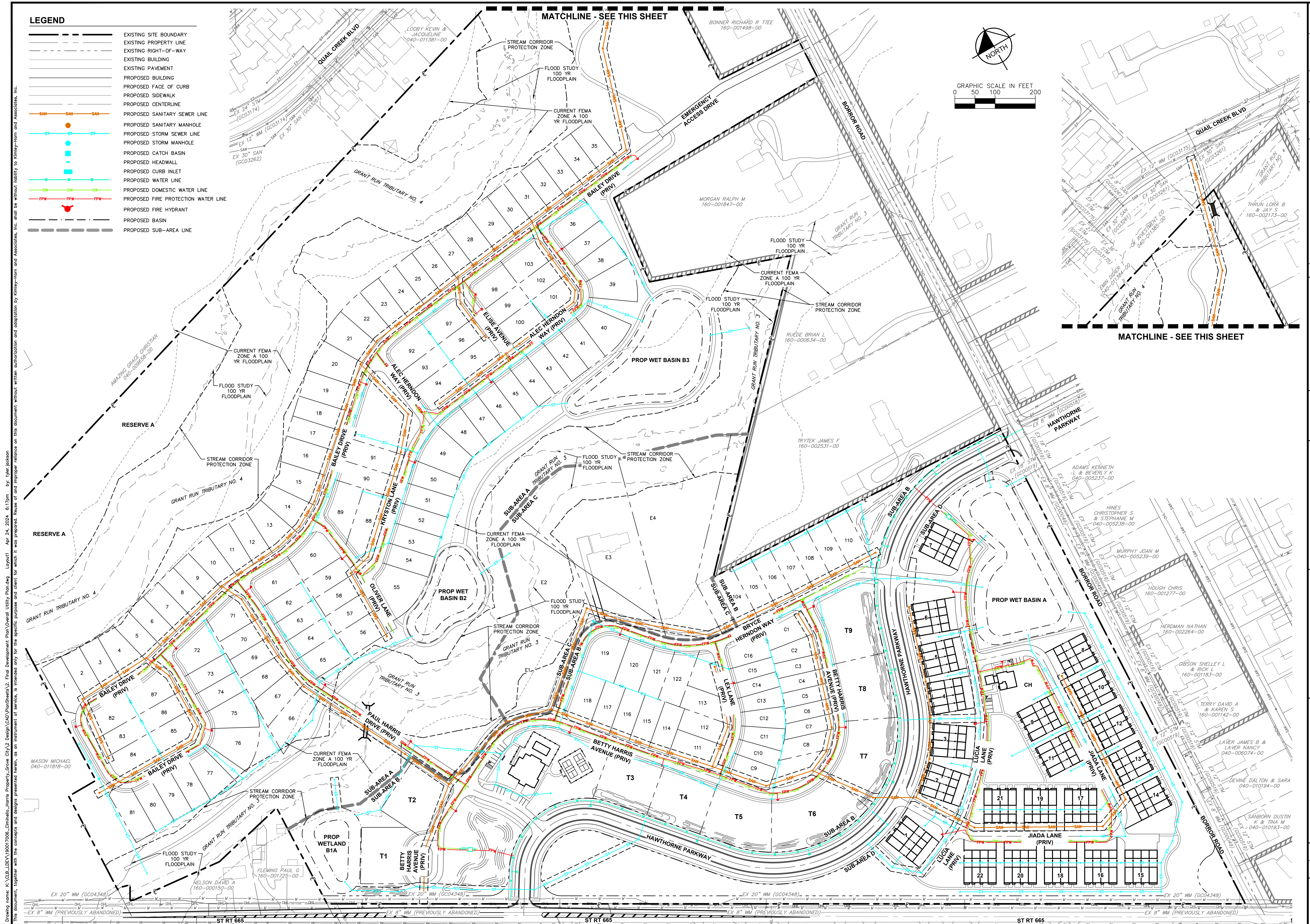
DATE: BY: APR DATE: APR BY:

HARRIS PROPERTY  
FINAL DEVELOPMENT PLAN  
SR 665 & BORROR ROAD  
GROVE CITY, OH 43123

ORIGINAL ISSUE:  
03/18/2024  
KHA PROJECT NO.  
190017006  
SHEET NUMBER  
9  
OF 27

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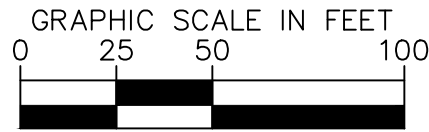
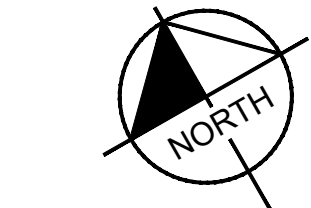




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MATCHLINE - SEE SHEET 12



LEGEND

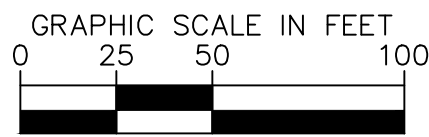
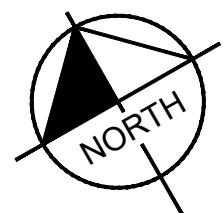
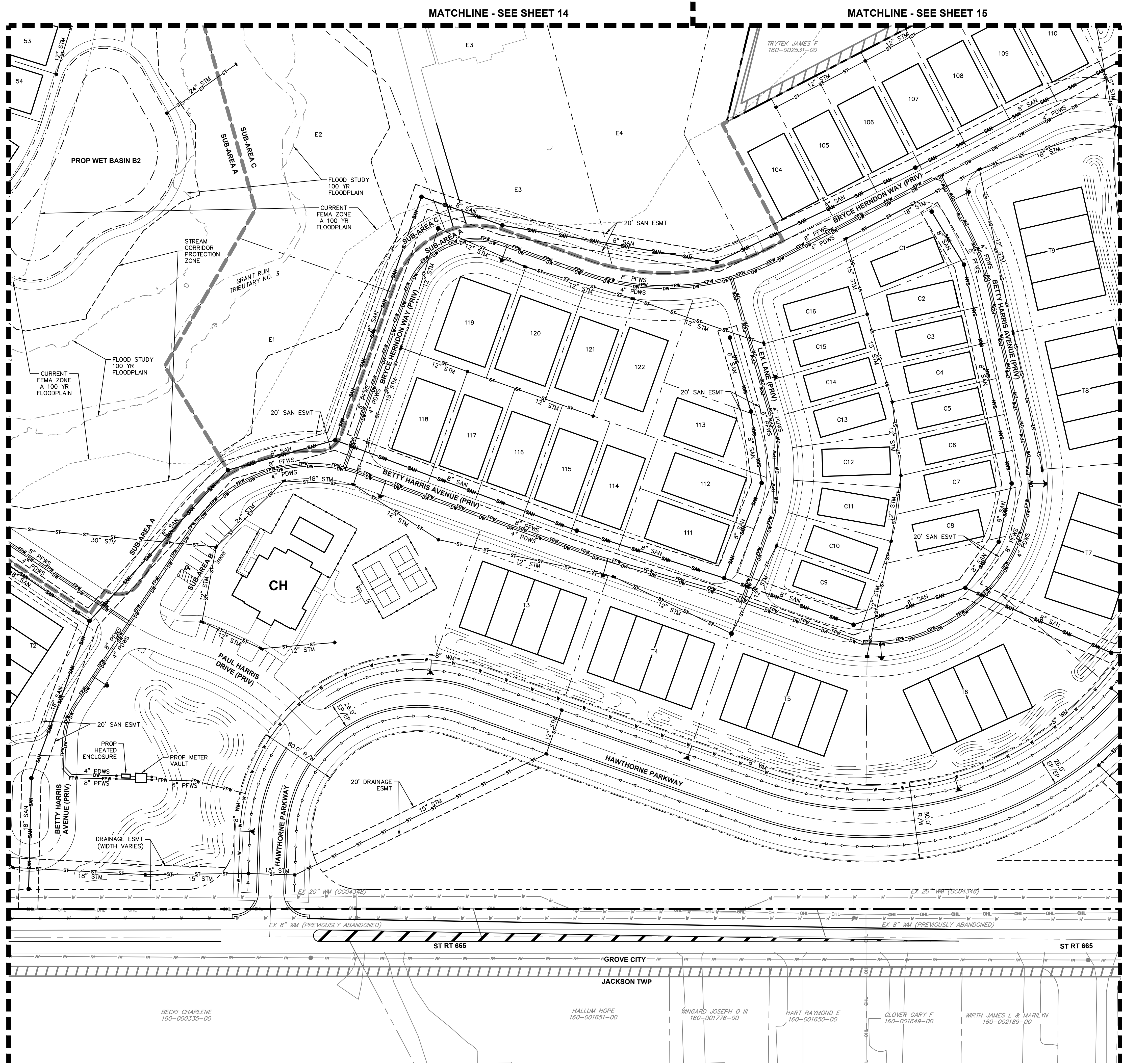
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- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- EXISTING BUILDING
- EXISTING PAVEMENT
- PROPOSED BUILDING
- PROPOSED FACE OF CURB
- PROPOSED SIDEWALK
- PROPOSED CENTERLINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SANITARY MANHOLE
- PROPOSED STORM SEWER LINE
- PROPOSED STORM MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED HEADWALL
- PROPOSED CURB INLET
- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED BASIN
- PROPOSED SUB-AREA LINE

|                                                                                                                                                                                       |  |           |  |      |    |          |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------|--|------|----|----------|--------|
| No.                                                                                                                                                                                   |  | REVISIONS |  | DATE | BY | APR DATE | APR BY |
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MATCHLINE - SEE SHEET 11



LEGEND

- EXISTING SITE BOUNDARY
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- EXISTING BUILDING
- EXISTING PAVEMENT
- PROPOSED BUILDING
- PROPOSED FACE OF CURB
- PROPOSED SIDEWALK
- PROPOSED CENTERLINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SANITARY MANHOLE
- PROPOSED STORM SEWER LINE
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- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED BASIN
- PROPOSED SUB-AREA LINE

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SCALE: 1"=50'  
DESIGNED BY: TCJ  
DRAWN BY: DOM  
CHECKED BY: MCR

UTILITY PLAN

HARRIS PROPERTY  
FINAL DEVELOPMENT PLAN  
SR 665 & BORROR ROAD  
GROVE CITY, OH 43123

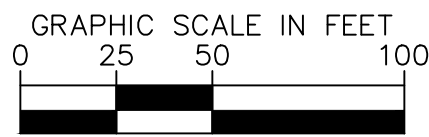
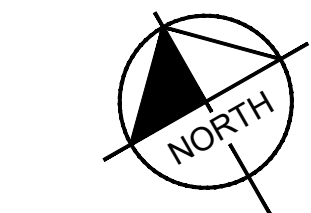
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190017006  
SHEET NUMBER

12  
OF 27



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MATCHLINE - SEE SHEET 12



LEGEND

- EXISTING SITE BOUNDARY
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- EXISTING BUILDING
- EXISTING PAVEMENT
- PROPOSED BUILDING
- PROPOSED FACE OF CURB
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- PROPOSED FIRE HYDRANT
- PROPOSED BASIN
- PROPOSED SUB-AREA LINE

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SCALE: 1"=50'  
DESIGNED BY: TCJ  
DRAWN BY: DOM  
CHECKED BY: MCR

UTILITY PLAN

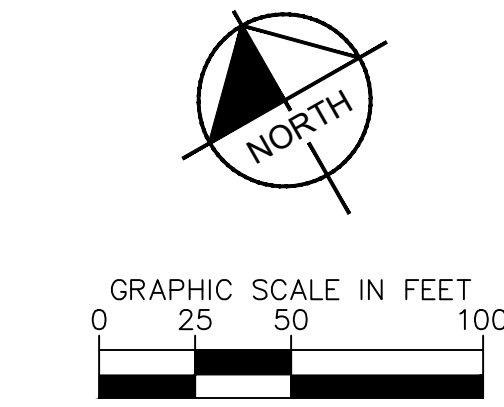
HARRIS PROPERTY  
FINAL DEVELOPMENT PLAN  
SR 665 & BORRER ROAD  
GROVE CITY, OH 43123

ORIGINAL ISSUE:  
03/18/2024  
KHA PROJECT NO.  
190017006  
SHEET NUMBER

13  
OF 27

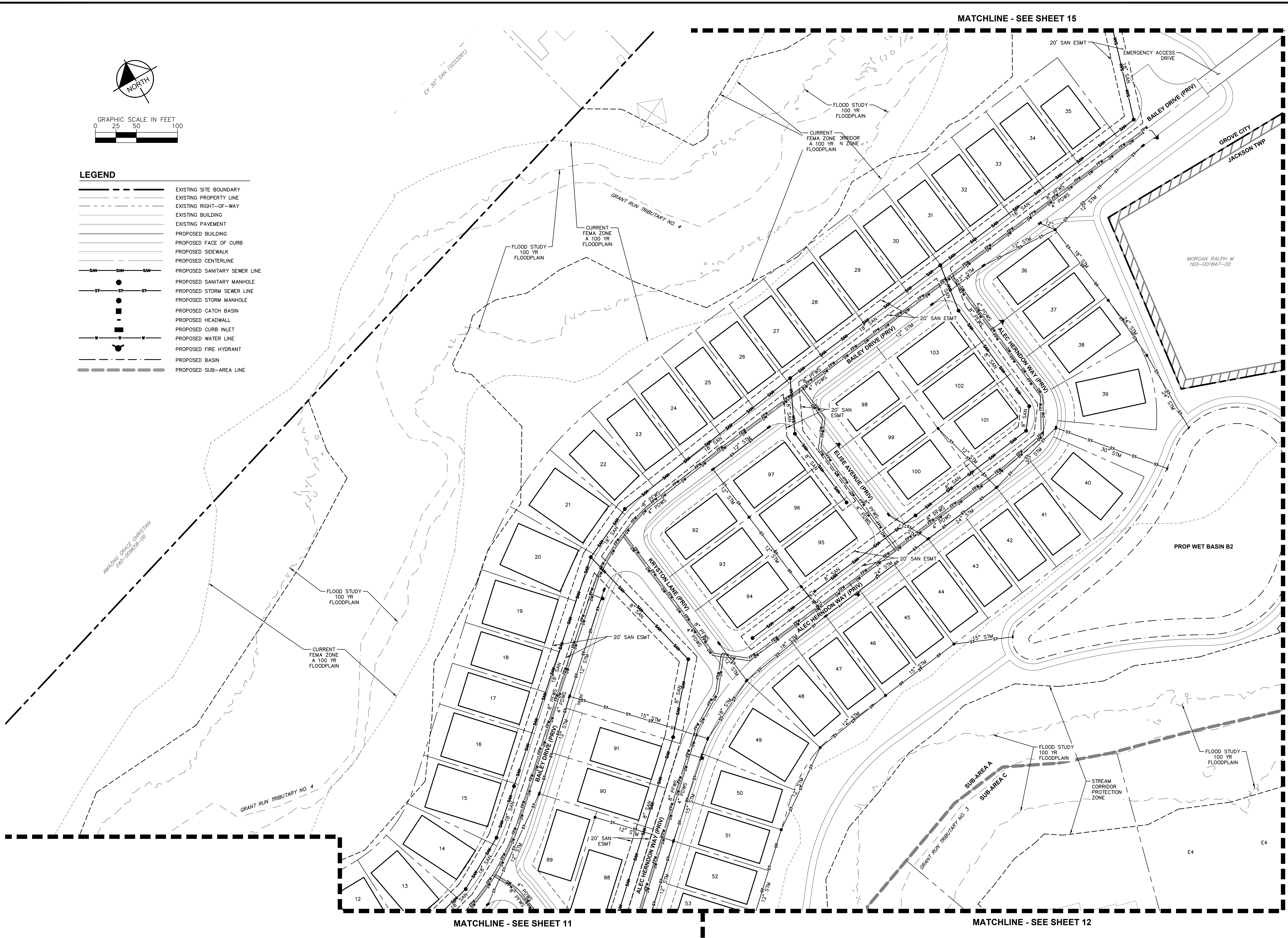


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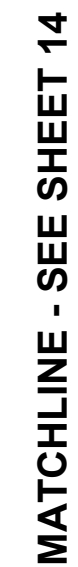
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|  | PROPOSED SANITARY SEWER LINE |
|  | PROPOSED SANITARY MANHOLE    |
|  | PROPOSED STORM SEWER LINE    |
|  | PROPOSED STORM MANHOLE       |
|  | PROPOSED CATCH BASIN         |
|  | PROPOSED HEADWALL            |
|  | PROPOSED CURB INLET          |
|  | PROPOSED WATER LINE          |
|  | PROPOSED FIRE HYDRANT        |
|  | PROPOSED BASIN               |
|  | PROPOSED SUB-AREA LINE       |



MATCHLINE - SEE SHEET 15

|                                                                                           |  |                                                                                                                                               |  |                                    |  |
|-------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------|--|
| HARRIS PROPERTY<br>FINAL DEVELOPMENT PLAN<br>SR 665 & BORROR ROAD<br>GROVE CITY, OH 43123 |  | KHA PROJECT NO.<br>190017006                                                                                                                  |  | SHEET NUMBER<br><b>14</b><br>OF 27 |  |
| ORIGINAL ISSUE:<br>03/18/2024                                                             |  | DESIGNED BY: TCJ                                                                                                                              |  | DRAWN BY: DOM                      |  |
| UTILITY PLAN                                                                              |  | CHECKED BY: MCR                                                                                                                               |  | REVISIONS                          |  |
| SCALE: 1"=50'                                                                             |  | No.                                                                                                                                           |  | DATE                               |  |
| BY                                                                                        |  | APR DATE                                                                                                                                      |  | APR BY                             |  |
| Kimley»Horn                                                                               |  | © 2024 KIMLEY-HORN AND ASSOCIATES, INC.<br>7985 N. HIGH STREET, SUITE 200<br>GROVE CITY, OH 43123<br>PHONE 614-44-4699<br>WWW.KIMLEY-HORN.COM |  |                                    |  |





SCALE: 1"=50'

DESIGNED BY: TGJ

DRAWN BY: DCM

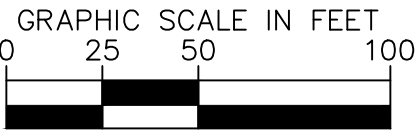
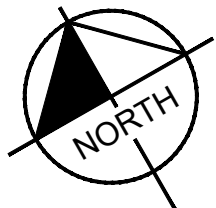
CHECKED BY: MCR



Drawing name: K:\CIB\_LIVE\190017006\_Kimley-Horn Property\_Grove City\3 Design\GD\PropSheet\3.2 Final Development Plan\GRADING PLAN.dwg Layout1 Apr 24, 2024 8:17pm By: Myr-Jackson  
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MATCHLINE - SEE SHEET 17



LEGEND

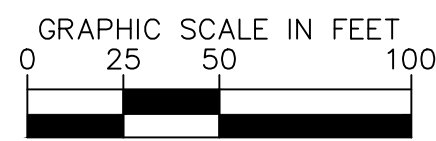
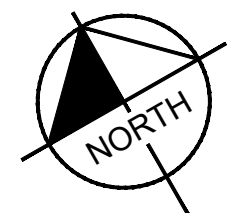
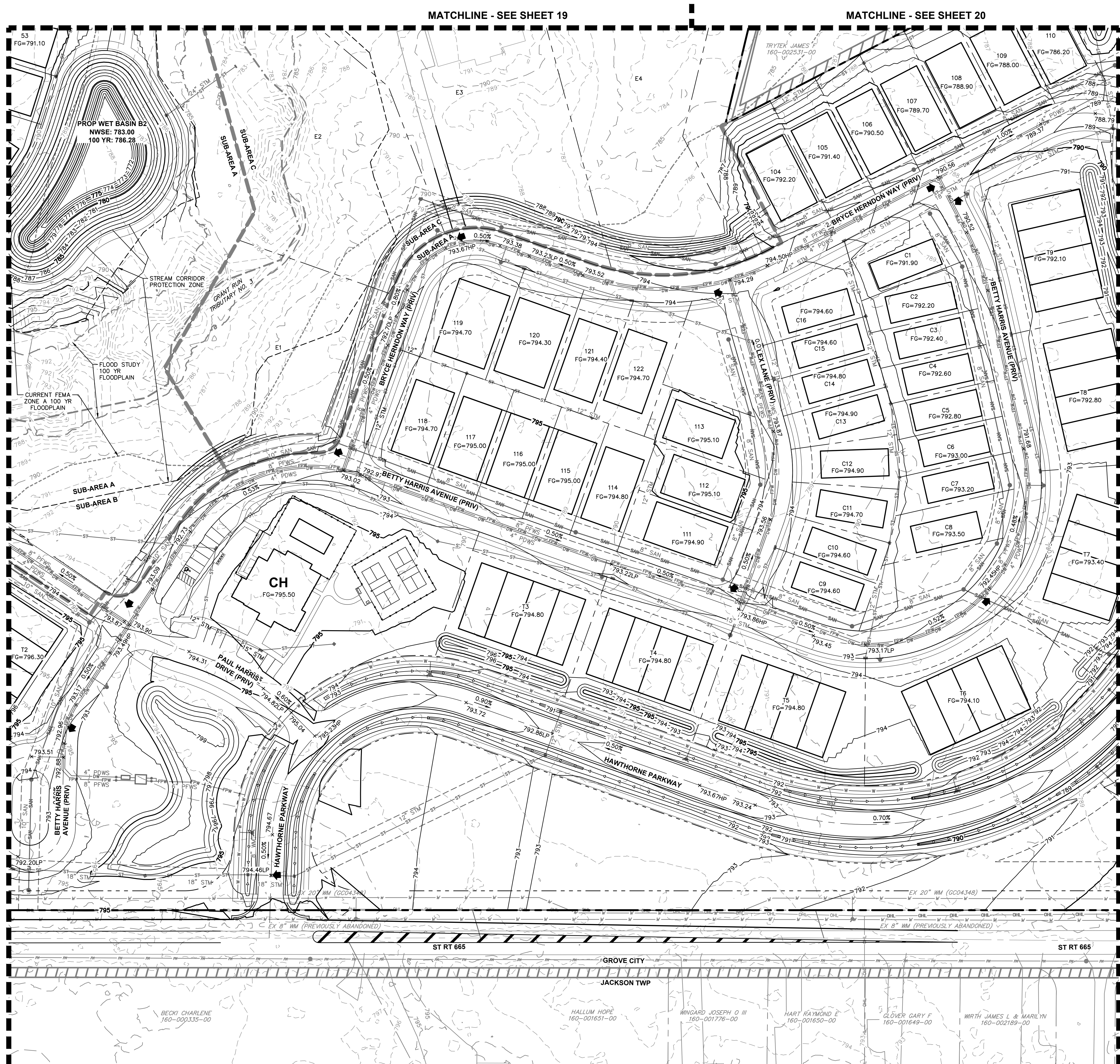
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|  | EXISTING PAVEMENT                |
|  | PROPOSED BUILDING                |
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|  | PROPOSED CENTERLINE              |
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|  | PROPOSED SANITARY MANHOLE        |
|  | PROPOSED STORM SEWER LINE        |
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|  | PROPOSED CATCH BASIN             |
|  | PROPOSED HEADWALL                |
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|  | EXISTING INDEX CONTOUR           |
|  | EXISTING INTERMEDIATE CONTOUR    |
|  | PROPOSED MAJOR CONTOUR           |
|  | PROPOSED MINOR CONTOUR           |
|  | PROPOSED FINISH GROUND ELEVATION |
|  | PROPOSED SPOT ELEVATION          |

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| SCALE: 1"=50'   |  | DESIGNED BY: TCI                        |  | DRAWN BY: DOM                  |  | CHECKED BY: MCR                  |  |
| Kimley»Horn     |  | © 2024 KIMLEY-HORN AND ASSOCIATES, INC. |  | 7985 N. HIGH STREET, SUITE 200 |  | PO BOX 614, GROVE CITY, OH 43123 |  |
| HARRIS PROPERTY |  | FINAL DEVELOPMENT PLAN                  |  | SR 665 & BORROR ROAD           |  | GROVE CITY, OH 43123             |  |
| ORIGINAL ISSUE: |  | 03/18/2024                              |  | KHA PROJECT NO.                |  | 190017006                        |  |
| SHEET NUMBER    |  | 16                                      |  | OF 27                          |  |                                  |  |
| No.             |  | REVISIONS                               |  | DATE                           |  | BY                               |  |
|                 |  |                                         |  |                                |  | APR DATE                         |  |
|                 |  |                                         |  |                                |  | APR BY                           |  |



Drawing name: K:\CIB\_LIVE\190017006\_Cinnella\_Horns\_Property\_Grove\_City\2\_Design\CAD\PropSheet\2\_Final Development Plan\Grading PLAN.dwg Layout: (2) Apr 24, 2024 8:17pm by tyler-jackson  
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MATCHLINE - SEE SHEET 16



LEGEND

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|  | EXISTING SITE BOUNDARY           |
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| Kimley»Horn                                                                                                                                     |                               |
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| DESIGNED BY: TCJ                                                                                                                                | DATE: BY: APR. DATE: APR. BY: |
| DRAWN BY: DOM                                                                                                                                   | REVISIONS                     |
| CHECKED BY: MCR                                                                                                                                 | No.                           |
| HARRIS PROPERTY<br>FINAL DEVELOPMENT PLAN<br>SR 665 & BORROR ROAD<br>GROVE CITY, OH 43123                                                       |                               |
| ORIGINAL ISSUE:<br>03/18/2024                                                                                                                   |                               |
| KHA PROJECT NO.<br>190017006                                                                                                                    |                               |
| SHEET NUMBER<br>17<br>OF 27                                                                                                                     |                               |



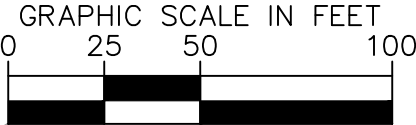
Drawing name: K:\GIS\_LIVE\190017006\_Kimley-Horn\_Property\_Grove\_City\2\_Design\GD\PropSheet\2\_Final Development Plan\GRADING PLAN.dwg Layout: (3) Apr 24, 2024 8:17pm by tyler-jackson  
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MATCHLINE - SEE SHEET 17

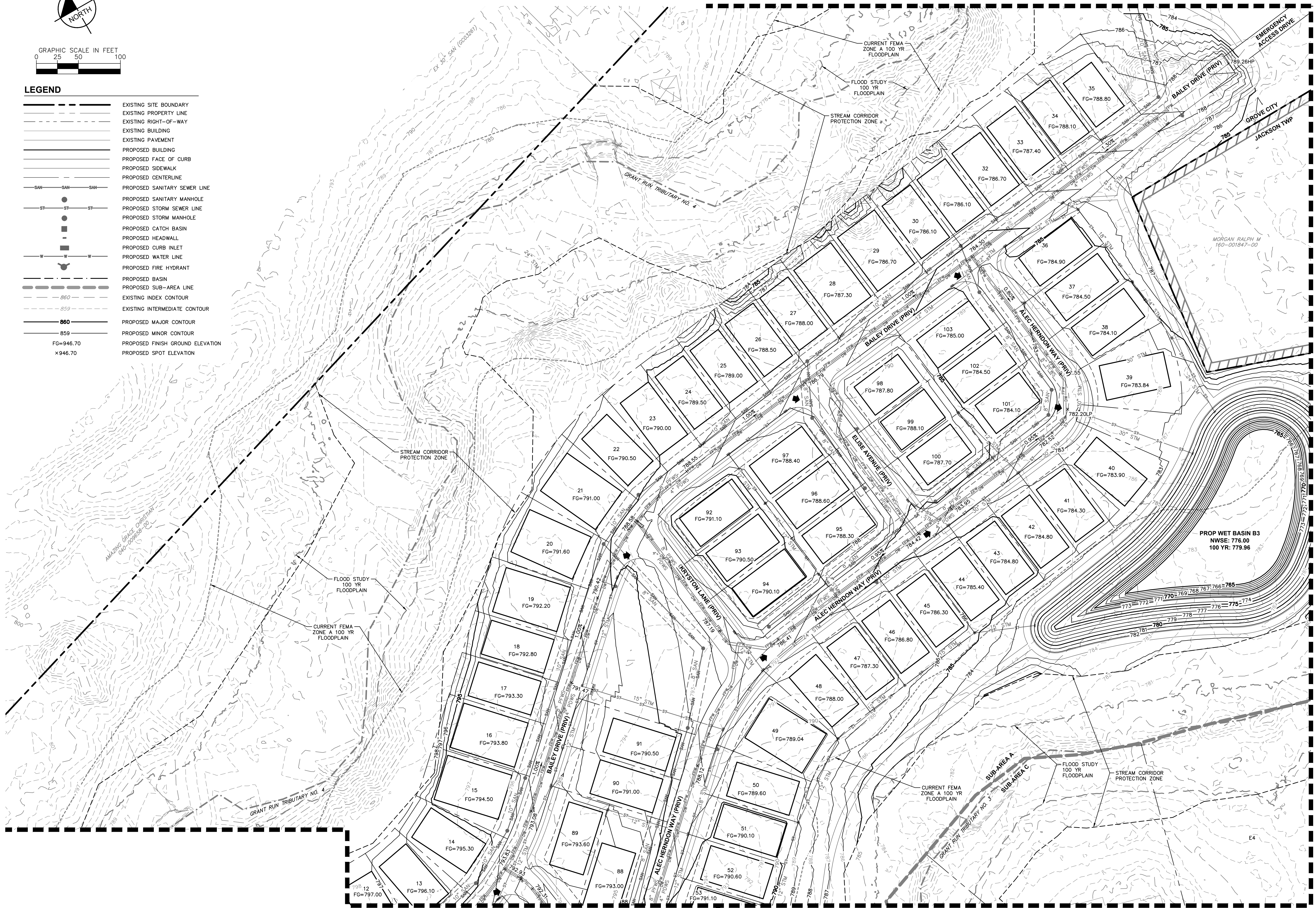


|                                                                                                                                                                                       |  |           |  |      |    |          |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------|--|------|----|----------|--------|
| No.                                                                                                                                                                                   |  | REVISIONS |  | DATE | BY | APR DATE | APR BY |
| <div>Kimley»Horn</div> <div>© 2024 KIMLEY-HORN AND ASSOCIATES, INC.<br/>7985 N. HIGH STREET, SUITE 200<br/>CINCINNATI, OH 45245<br/>PHONE: 614-444-4699<br/>WWW.KIMLEY-HORN.COM</div> |  |           |  |      |    |          |        |





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|  | PROPOSED FINISH GROUND ELEVATION |
|  | PROPOSED SPOT ELEVATION          |



**MATCHLINE - SEE SHEET 17**

**MATCHLINE - SEE SHEET 20**

SCALE: 1"=50'

DESIGNED BY: TGJ

DRAWN BY: DCM

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**Kimley»»Horn**

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COLUMBUS, OH 43235  
PHONE: 614-454-6699  
WWW.KIMLEY-HORN.COM

No

## REVISIONS

DA

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|---|--|
| 8 |  |
|---|--|

**APP**

BY

## AL DEVELOPMENT PLAN

# FINAL DEVELOPMENT PLAN

## AL DEVELOPMENT PLAN

## AL DEVELOPMENT PLAN

ORIGINAL ISSUE:  
03/18/2024

KHA PROJECT NO.

190017006

SHEET NUMBER

19

OF 27



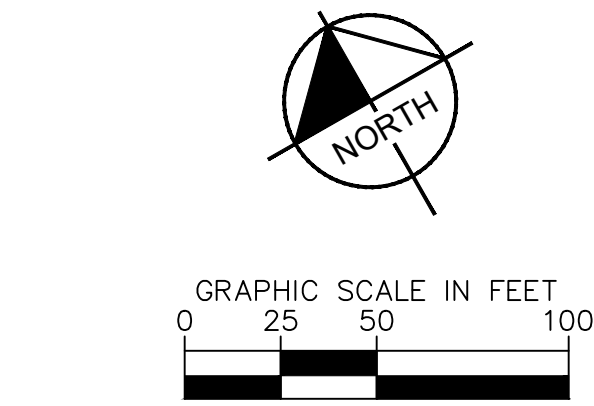




Drawing name: K:\GIS\DEV\190017006\_Grovesville\Harris\_Property\_Grove\_City\2\_Design\CAD\PropSheet\2\_Final Development Plan\Lighting and Signage Plan.dwg Layout1 Apr 24, 2024 8:17pm by tyler.jackson  
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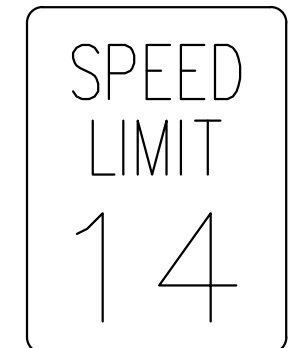
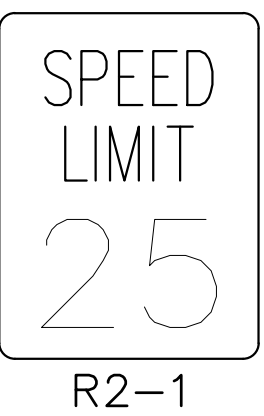
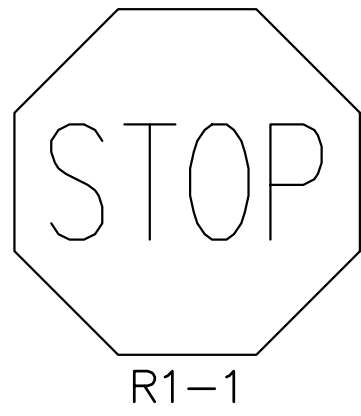


MATCHLINE - SEE SHEET 22



LEGEND

- EXISTING SITE BOUNDARY
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- EXISTING BUILDING
- EXISTING PAVEMENT
- PROPOSED BUILDING
- PROPOSED FACE OF CURB
- PROPOSED SIDEWALK
- PROPOSED CENTERLINE
- PROPOSED BASIN
- PROPOSED SUB-AREA LINE
- PROPOSED LIGHT POLE
- PROPOSED STREET SIGN



SIGN DETAILS

NOT TO SCALE

NOTE: ALL PUBLIC ROADWAY TRAFFIC CONTROL SIGNAGE SHOULD HAVE STEEL POSTS PAINTED BLACK WITH OVERSIZED BACKER PLATES PAINTED BLACK.

| REVISIONS                                                                                                                                    |               |                 |                           | DATE                       | BY | APR. DATE | APR. BY |
|----------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|---------------------------|----------------------------|----|-----------|---------|
| No.                                                                                                                                          |               |                 |                           |                            |    |           |         |
| Kimley»Horn                                                                                                                                  |               |                 |                           |                            |    |           |         |
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| DESIGNED BY: TCJ                                                                                                                             | DRAWN BY: DOM | CHECKED BY: MCR | LIGHTING AND SIGNAGE PLAN |                            |    |           |         |
| HARRIS PROPERTY FINAL DEVELOPMENT PLAN                                                                                                       |               |                 |                           | ORIGINAL ISSUE: 03/18/2024 |    |           |         |
| SR 665 & BORROR ROAD GROVE CITY, OH 43123                                                                                                    |               |                 |                           | KHA PROJECT NO. 190017006  |    |           |         |
| SHEET NUMBER                                                                                                                                 |               |                 |                           | 21                         |    |           |         |
|                                                                                                                                              |               |                 |                           | OF 27                      |    |           |         |



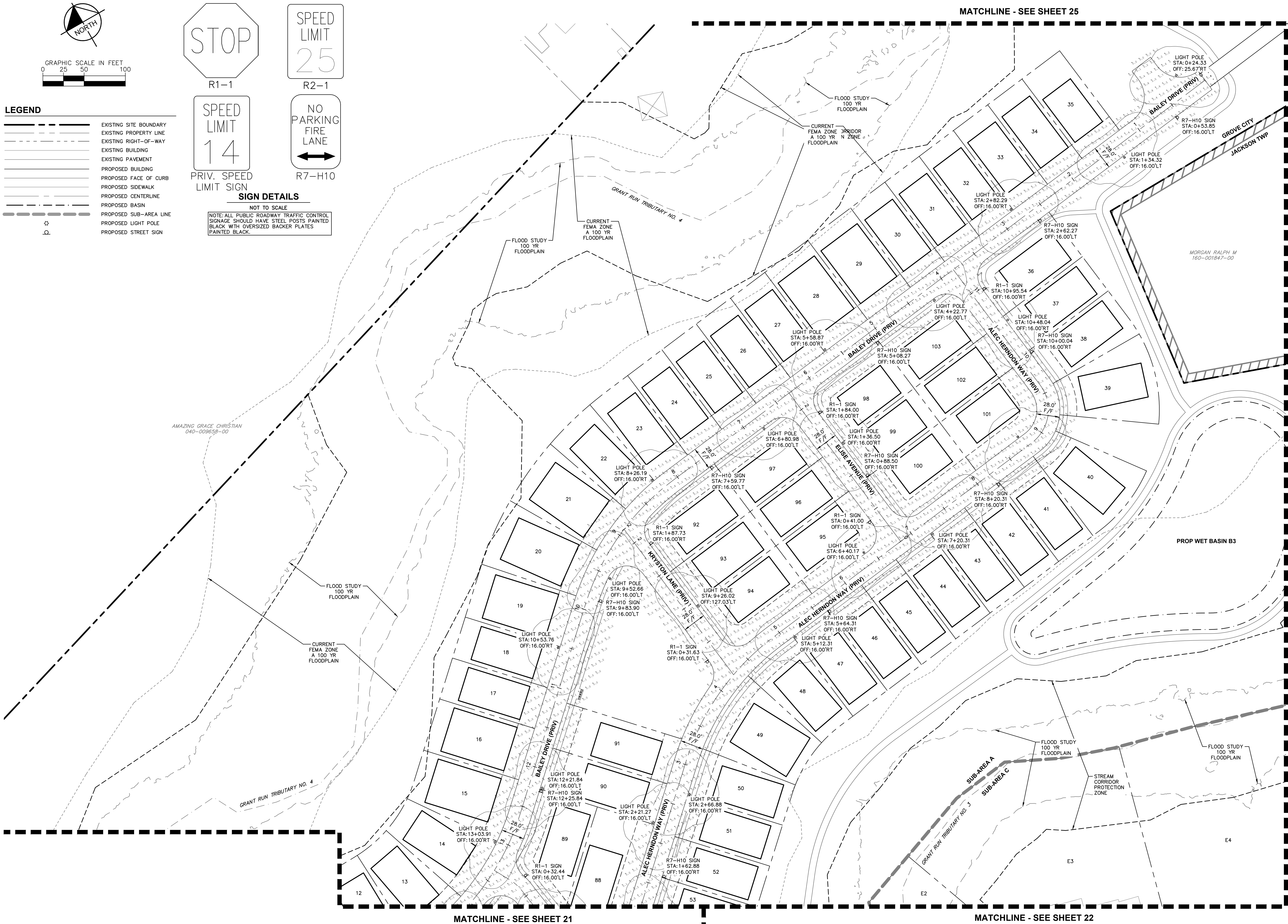








Drawing name: K:\GIS\DEV\190017006\_Cinnella\_Harris\_Property\_Grove\_City\2\_Design\CAD\PropSheet\2\_Final Development Plan\Lighting and Signage Plan.dwg Layout (4) Apr 24, 2024 6:17pm by: Myer Jackson  
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MATCHLINE - SEE SHEET 25

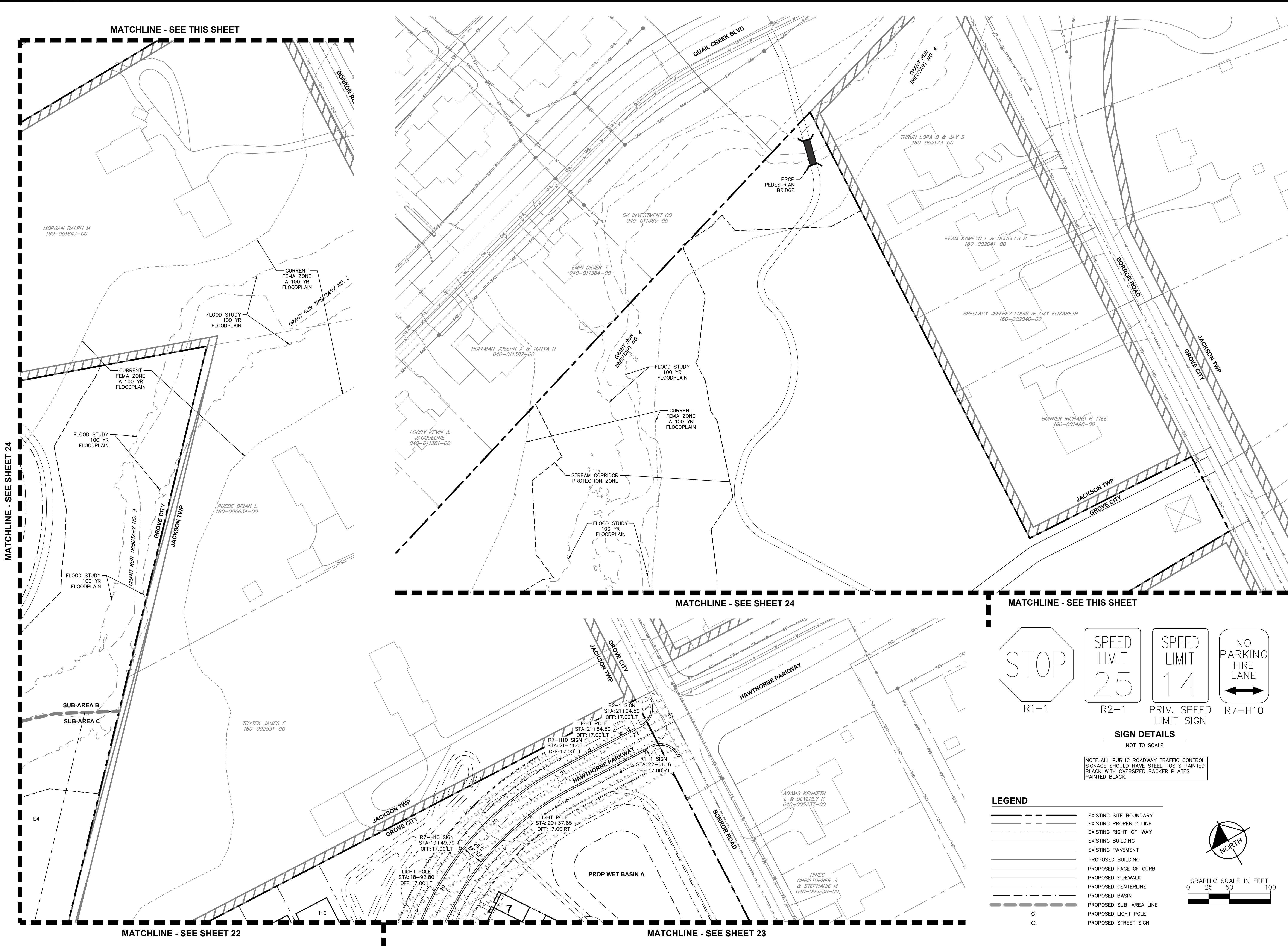
MATCHLINE - SEE SHEET 21

MATCHLINE - SEE SHEET 22

|                                                                                           |  |                                                                                                                                                              |  |           |  |
|-------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------|--|
| HARRIS PROPERTY<br>FINAL DEVELOPMENT PLAN<br>SR 665 & BORROR ROAD<br>GROVE CITY, OH 43123 |  | Kimley»Horn<br>© 2024 KIMLEY-HORN AND ASSOCIATES, INC.<br>7965 N. HIGH STREET, SUITE 200<br>COLUMBUS, OH 43235<br>PHONE: 614-444-6699<br>WWW.KIMLEY-HORN.COM |  | No.       |  |
| ORIGINAL ISSUE:<br>03/18/2024                                                             |  | DESIGNED BY: TCJ                                                                                                                                             |  | REVISIONS |  |
| KHA PROJECT NO.<br>190017006                                                              |  | DRAWN BY: DOM                                                                                                                                                |  | DATE      |  |
| SHEET NUMBER<br>24<br>OF 27                                                               |  | CHECKED BY: WCR                                                                                                                                              |  | BY        |  |
|                                                                                           |  |                                                                                                                                                              |  | APR DATE  |  |
|                                                                                           |  |                                                                                                                                                              |  | APR BY    |  |



Drawing name: K:\GIS\DEV\190017006\_Cinnella\_Harris\_Property\_Grove\_City\2\_Design\CAD\PropSheet\2\_Final Development Plan\Lighting and Signage Plan.dwg Layout (3) Apr 24, 2024 8:17pm by: Myer Jackson  
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STOP

R1-1

SPEED LIMIT 25

R2-1

SPEED LIMIT 14

PRIV. SPEED LIMIT SIGN

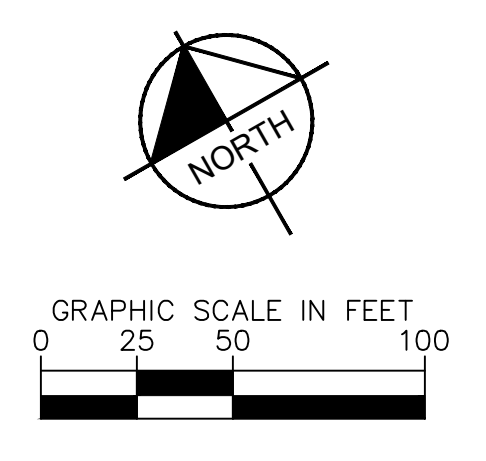
NO PARKING FIRE LANE

R7-H10

**SIGN DETAILS**  
NOT TO SCALE

NOTE: ALL PUBLIC ROADWAY TRAFFIC CONTROL SIGNAGE SHOULD HAVE STEEL POSTS PAINTED BLACK WITH OVERSIZED BACKER PLATES PAINTED BLACK.

- LEGEND**
- EXISTING SITE BOUNDARY
  - EXISTING PROPERTY LINE
  - EXISTING RIGHT-OF-WAY
  - EXISTING BUILDING
  - EXISTING PAVEMENT
  - PROPOSED BUILDING
  - PROPOSED FACE OF CURB
  - PROPOSED SIDEWALK
  - PROPOSED CENTERLINE
  - PROPOSED BASIN
  - PROPOSED SUB-AREA LINE
  - PROPOSED LIGHT POLE
  - PROPOSED STREET SIGN



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7985 N. HIGH STREET, SUITE 200  
PO BOX 104355  
CLEVELAND, OH 44104-8699  
WWW.KIMLEY-HORN.COM

SCALE: 1"=50'

DESIGNED BY: TCJ  
DRAWN BY: DOM  
CHECKED BY: WCR

DATE: BY: APR DATE: APR BY:

**LIGHTING AND SIGNAGE PLAN**

**HARRIS PROPERTY FINAL DEVELOPMENT PLAN**  
SR 665 & BORROR ROAD  
GROVE CITY, OH 43123

ORIGINAL ISSUE: 03/18/2024  
KHA PROJECT NO. 190017006  
SHEET NUMBER

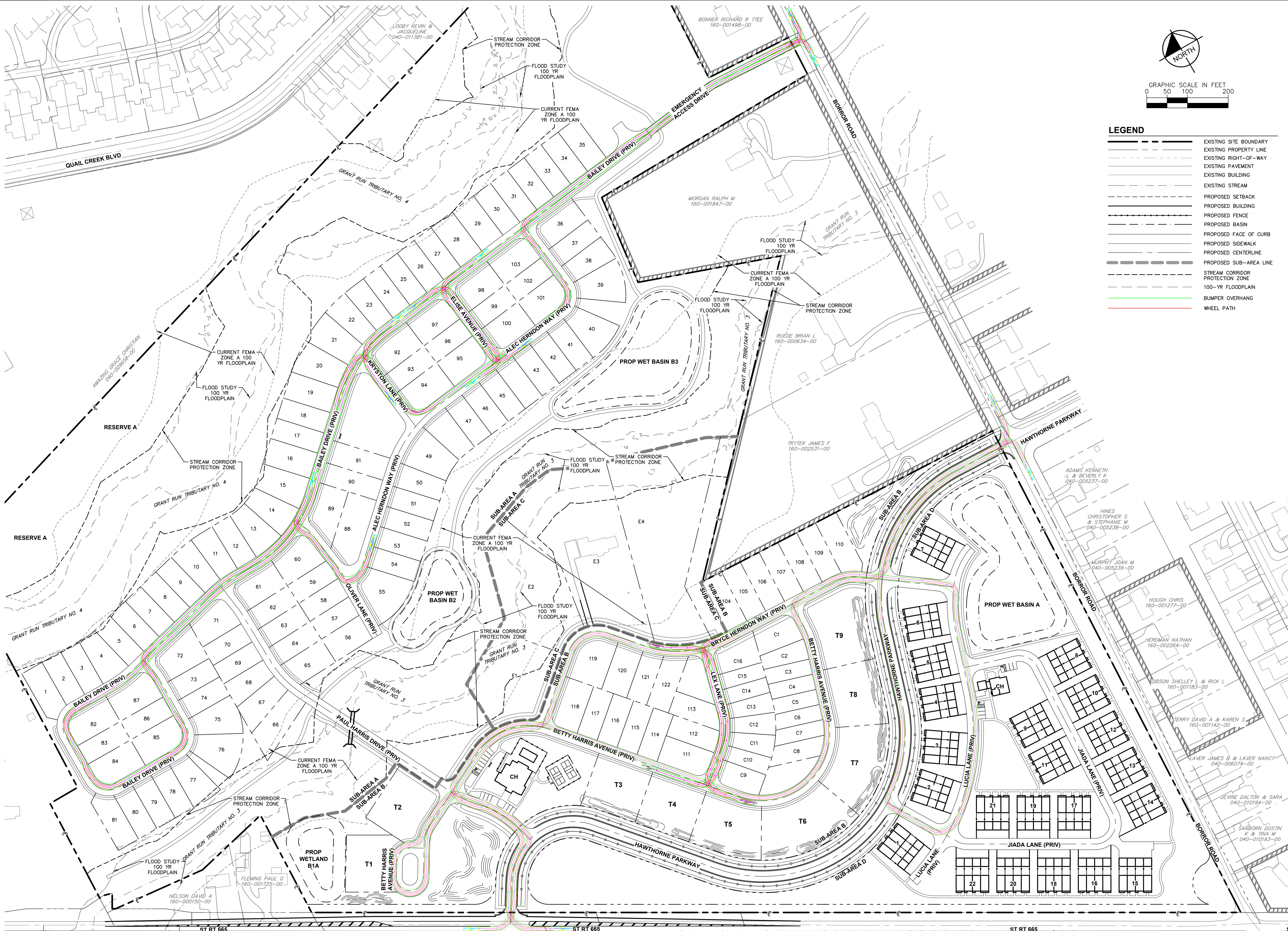
**25**  
OF 27







Drawing name: K:\CB\_LIVE\190017006\_Cornelius\_Horns\_Property\_Grove\_City\2\_Design\CAD\PropSheet\2\_Fire Apparatus Maneuverability Plan-Left\_Turn.dwg Layout1 Apr 24, 2024 8:17pm by: lyejackson  
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



|                                                                                                                                                                    |                  |               |  |                 |    |     |    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------|--|-----------------|----|-----|----|
| No.                                                                                                                                                                |                  | REVISIONS     |  | DATE            | BY | APR | BY |
| <b>Kimley»Horn</b><br>© 2024 KIMLEY-HORN AND ASSOCIATES, INC.<br>7985 N. HIGH STREET, SUITE 200<br>P.O. BOX 1000<br>COLUMBIA, MO 64244-1699<br>WWW.KIMLEY-HORN.COM |                  |               |  |                 |    |     |    |
| SCALE: 1"=100'                                                                                                                                                     | DESIGNED BY: TCU | DRAWN BY: DOM |  | CHECKED BY: WCR |    |     |    |
| <b>FIRE APPARATUS<br/>MANEUVERABILITY<br/>PLAN - LEFT<br/>TURN</b>                                                                                                 |                  |               |  |                 |    |     |    |
| <b>HARRIS PROPERTY<br/>FINAL DEVELOPMENT PLAN</b><br>SR 665 & BORROR ROAD<br>GROVE CITY, OH 43123                                                                  |                  |               |  |                 |    |     |    |
| ORIGINAL ISSUE:<br>03/18/2024<br>KHA PROJECT NO.<br>190017006<br>SHEET NUMBER<br><b>27</b><br>OF 27                                                                |                  |               |  |                 |    |     |    |



PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

| QTY              | KEY | BOTANICAL NAME                             | COMMON NAME                    | SIZE      | COND. |
|------------------|-----|--------------------------------------------|--------------------------------|-----------|-------|
| DECIDUOUS TREES  |     |                                            |                                |           |       |
| 18               | ARA | ACER RUBRUM 'ARMSTRONG'                    | ARMSTRONG FREEMAN MAPLE        | 2" CAL.   | B&B   |
| 5                | BNC | BETULA NIGRA 'CULLY'                       | HERITAGE RIVER BIRCH           | 2" CAL.   | B&B   |
| 13               | GBS | GINKGO BILOBA 'SHANGRI-LA'                 | SHANGRI-LA GINKGO              | 2" CAL.   | B&B   |
| 14               | GTD | GLEDITSIA TRIACANTHOS 'DRAVES'             | STREET KEEPER HONEYLOCUST      | 2" CAL.   | B&B   |
| 22               | LTO | LIRIODENDRON TULIPIFERA 'JFS-OZ'           | EMERALD CITY TULIPTREE         | 2" CAL.   | B&B   |
| 12               | NYW | NYSSA SYLVATICA 'WILDFIRE'                 | WILDFIRE BLACKGUM              | 2" CAL.   | B&B   |
| 8                | PLA | PLATANUS x ACERIFOLIA 'MORTON CIRCLE'      | EXCLAMATION LONDON PLANETREE   | 2" CAL.   | B&B   |
| 6                | QSH | QUERCUS SHUMARDII                          | SHUMARD OAK                    | 2" CAL.   | B&B   |
| 9                | TAX | TAXODIUM DISTICHUM                         | COMMON BALDCYPRESS             | 2" CAL.   | B&B   |
| 41               | TIL | TILIA AMERICANA 'BOULEVARD'                | AMERICAN LINDEN                | 2" CAL.   | B&B   |
| 13               | TCC | TILIA CORDATA 'CORZAM'                     | CORINTHIAN LITTLELEAF LINDEN   | 2" CAL.   | B&B   |
| 27               | ULM | ULMUS AMERICANA 'PRINCETON'                | PRINCETON AMERICAN ELM         | 2" CAL.   | B&B   |
| 29               | ZEL | ZELKOVA SERRATA 'GREEN VASE'               | GREEN VASE ZELKOVA             | 2" CAL.   | B&B   |
| ORNAMENTAL TREES |     |                                            |                                |           |       |
| 8                | AME | AMELANCHIER CANADENSIS 'SHADBLOW'          | SHADBLOW SERVICEBERRY          | 2" CAL.   | B&B   |
| 23               | AMG | AMELANCHIER GRANDIFLORA 'AUTUM BRILLIANCE' | AUTUMN BRILLIANCE SERVICEBERRY | 2" CAL.   | B&B   |
| 2                | CBL | CARPINUS BETULUS 'LUCUS'                   | LUCUS COLUMNAR HORNBEAM        | 2" CAL.   | B&B   |
| 9                | MJ  | MAGNOLIA X 'JANE'                          | LITTLE GIRL JANE MAGNOLIA      | 5-6' HGT. | B&B   |
| 4                | MVJ | MAGNOLIA VIRGINIANA 'JIM WILSON'           | MOONGLOW SWEETBAY MAGNOLIA     | 5-6' HGT. | B&B   |
| 8                | MV  | MAGNOLIA VIRGINIANA                        | SWEETBAY MAGNOLIA              | 6-7' HGT. | B&B   |
| EVERGREEN TREES  |     |                                            |                                |           |       |
| 35               | THU | THUJA PLICATA x STANDISHII 'GREEN GIANT'   | GREEN GIANT ARBORVITAE         | 6-7' HGT. | B&B   |
| SHRUBS           |     |                                            |                                |           |       |
| 13               | HPW | HYDRANGEA QUERCIFOLIA 'PEE WEE'            | PEE WEE HYDRANGEA              | 24" HGT.  | B&B   |

CONSTRUCTION NOTES

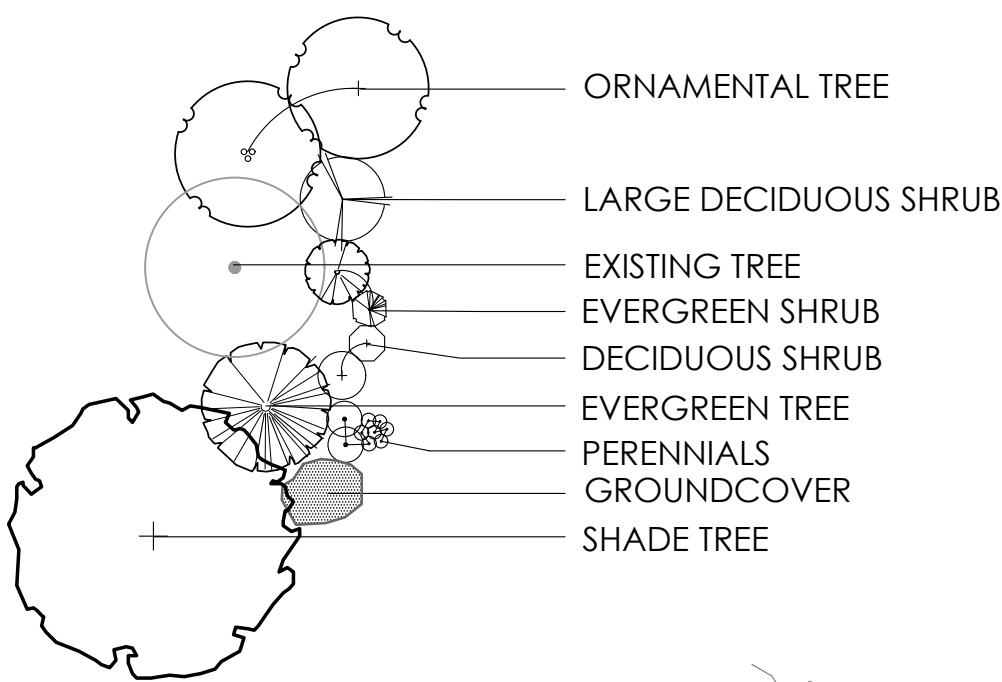
- 1
- LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- 2
- LANDSCAPE AREA, PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE ACROSS ALL SURFACES.  
"INSTALL 6" DIAMETER MULCH RING PER TREE"
- 18
- CBU, SEE ENGINEERING DRAWINGS FOR MORE INFORMATION

GENERAL NOTES:

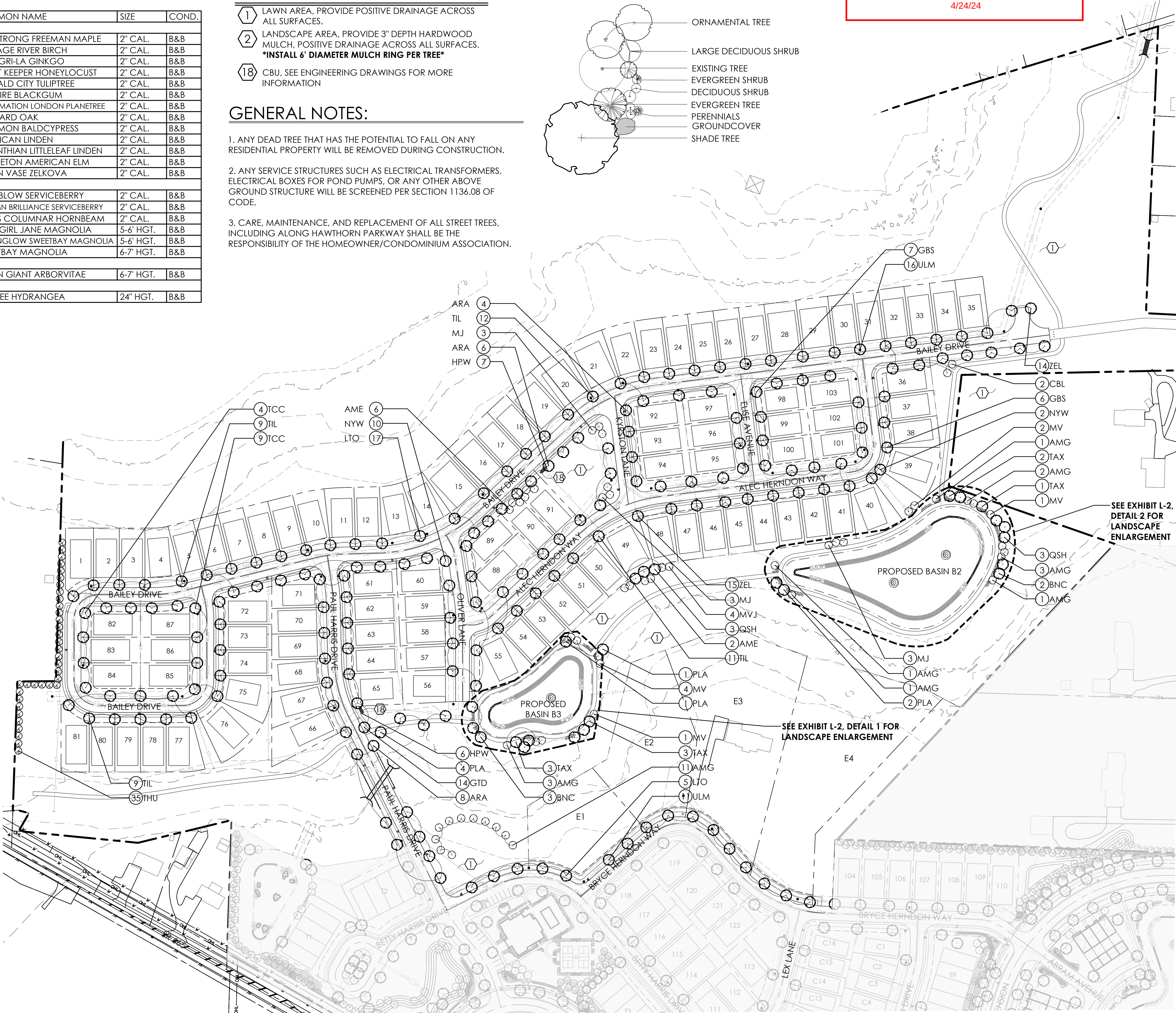
1. ANY DEAD TREE THAT HAS THE POTENTIAL TO FALL ON ANY RESIDENTIAL PROPERTY WILL BE REMOVED DURING CONSTRUCTION.
2. ANY SERVICE STRUCTURES SUCH AS ELECTRICAL TRANSFORMERS, ELECTRICAL BOXES FOR POND PUMPS, OR ANY OTHER ABOVE GROUND STRUCTURE WILL BE SCREENED PER SECTION 1136.08 OF CODE.
3. CARE, MAINTENANCE, AND REPLACEMENT OF ALL STREET TREES, INCLUDING ALONG HAWTHORN PARKWAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER/CONDOMINIUM ASSOCIATION.

PLANT KEY TYPICALS

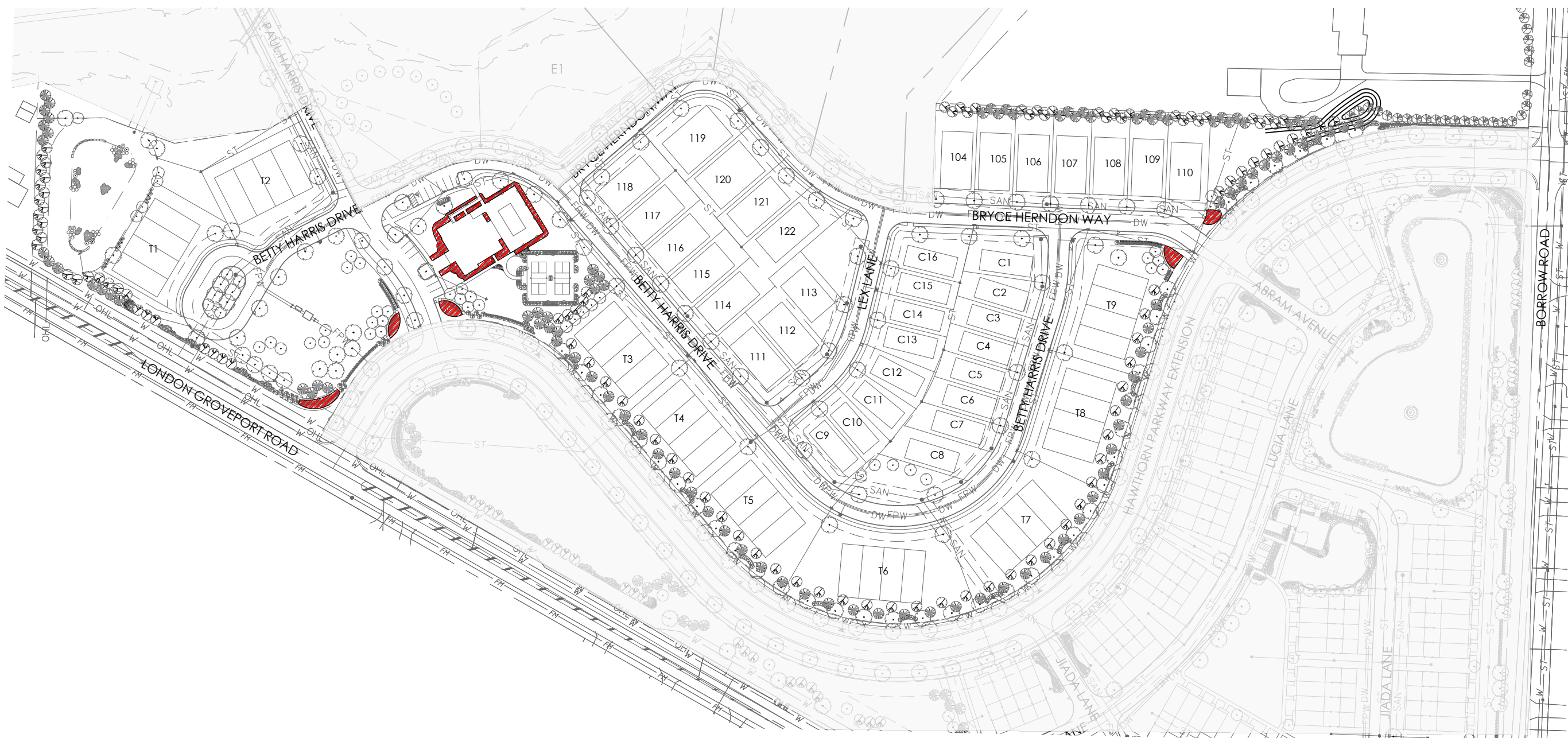
SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



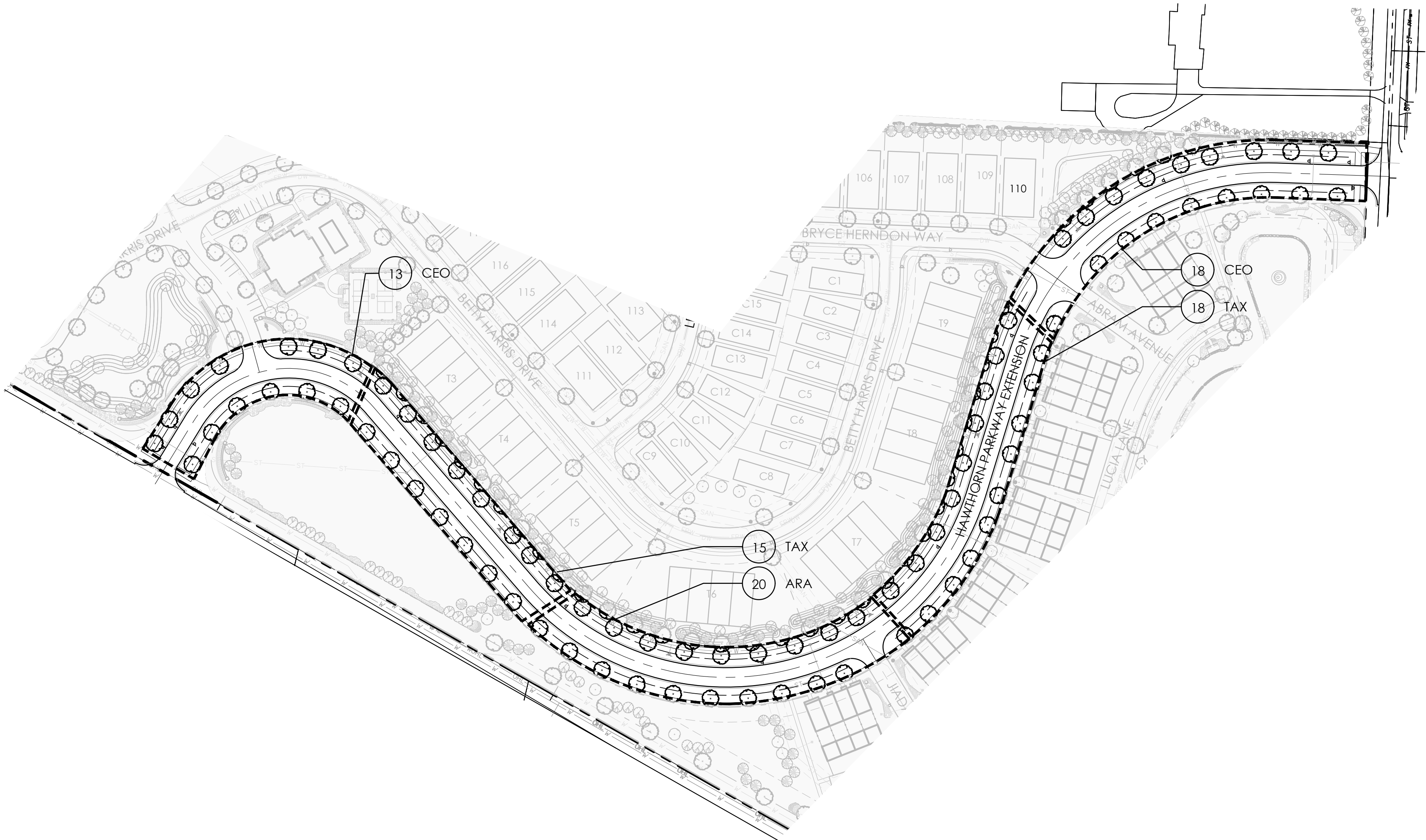
Received By:  
Grove City Development  
4/24/24











PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

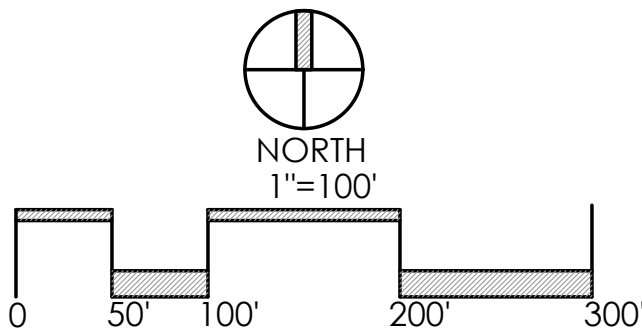
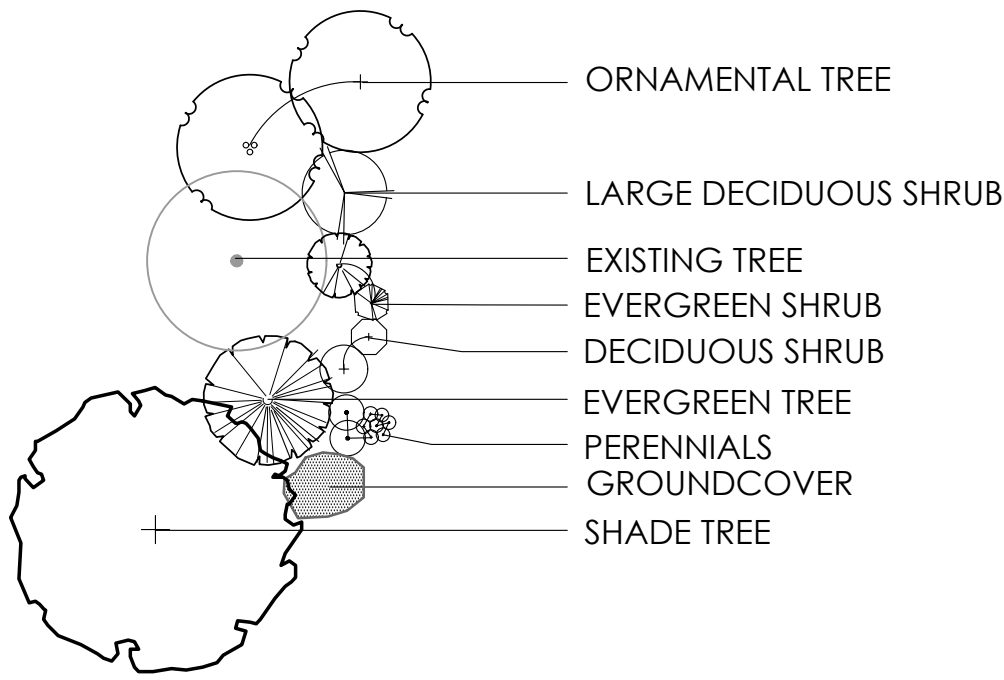
| QTY             | KEY | BOTANICAL NAME          | COMMON NAME             | SIZE    | COND. |
|-----------------|-----|-------------------------|-------------------------|---------|-------|
| DECIDUOUS TREES |     |                         |                         |         |       |
| 20              | ARA | ACER RUBRUM 'ARMSTRONG' | ARMSTRONG FREEMAN MAPLE | 2" CAL. | B&B   |
| 31              | CEO | CELTIS OCCIDENTALIS     | COMMON HACKBERRY        | 2" CAL. | B&B   |
| 33              | TAX | TAXODIUM DISTICHUM      | COMMON BALD CYPRESS     | 2" CAL. | B&B   |

GENERAL NOTES:

1. ANY DEAD TREE THAT HAS THE POTENTIAL TO FALL ON ANY RESIDENTIAL PROPERTY WILL BE REMOVED DURING CONSTRUCTION.
2. ANY SERVICE STRUCTURES SUCH AS ELECTRICAL TRANSFORMERS, ELECTRICAL BOXES FOR POND PUMPS, OR ANY OTHER ABOVE GROUND STRUCTURE WILL BE SCREENED PER SECTION 1136.08 OF CODE.
3. CARE, MAINTENANCE, AND REPLACEMENT OF ALL STREET TREES, INCLUDING ALONG HAWTHORN PARKWAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER/CONDOMINIUM ASSOCIATION.
4. TREE SPACING AND LOCATION ALONG HAWTHORN PARKWAY TO BE COORDINATED WITH CITY'S URBAN FORESTER. BEFORE PLANTING, URBAN FORESTER MUST BE CONTACTED TO MARK THE CURBS WHERE TREES ARE TO BE PLANTED.

PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



REVISIONS

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |

OVERALL LANDSCAPE  
PLAN - HAWTHORN  
PARKWAY

HARRIS FARM  
PREPARED FOR  
HAWTHORN PARKWAY  
INFRASTRUCTURE

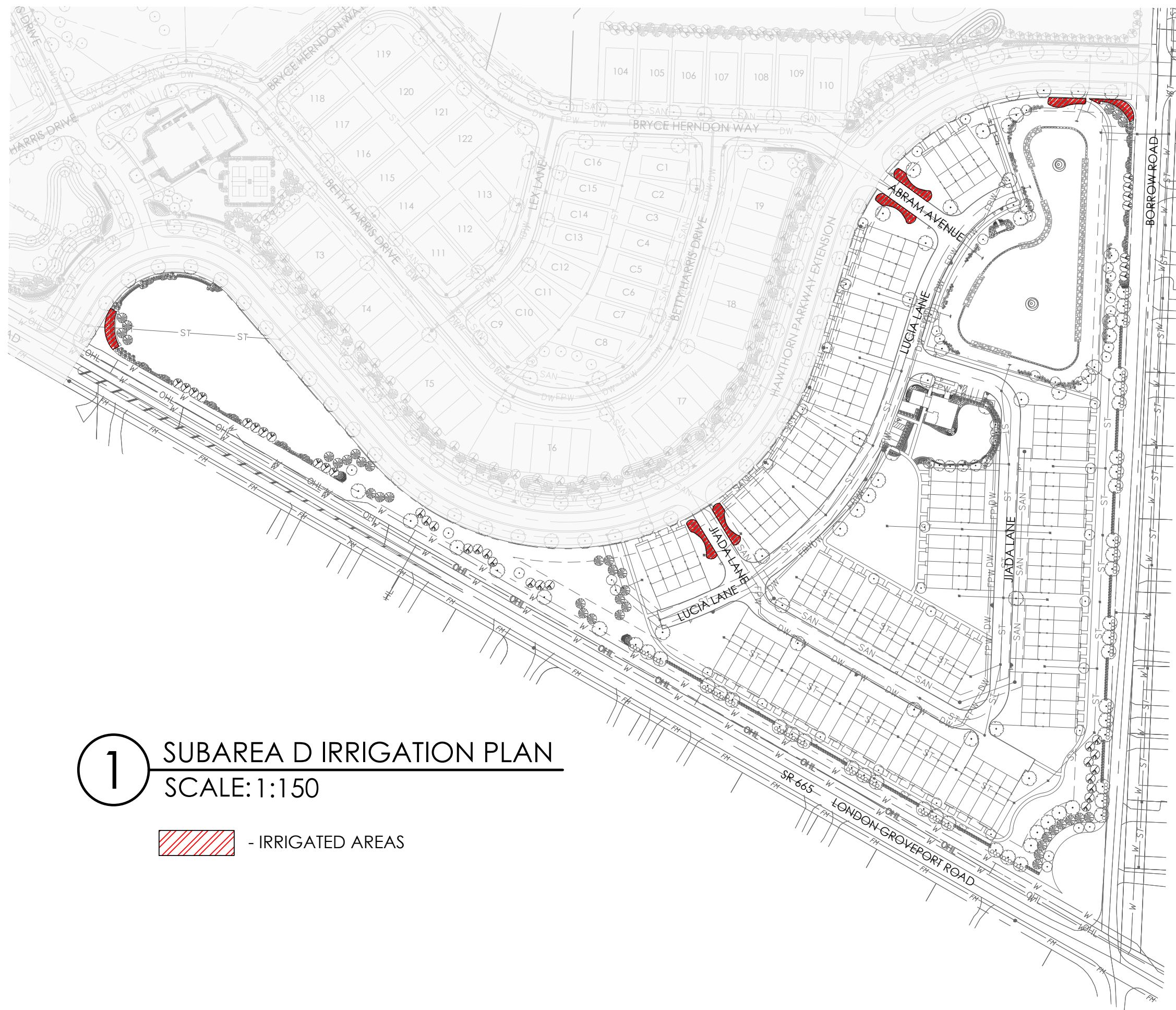
Faris Planning & Design

LAND PLANNING LANDSCAPE ARCHITECTURE  
4876 Cemetery Road  
p. (614) 467-1764  
Hilliard, OH 43026  
www.farisplanninganddesign.com

|         |          |
|---------|----------|
| DATE    | 04/23/24 |
| PROJECT | 22079    |
| SHEET   |          |

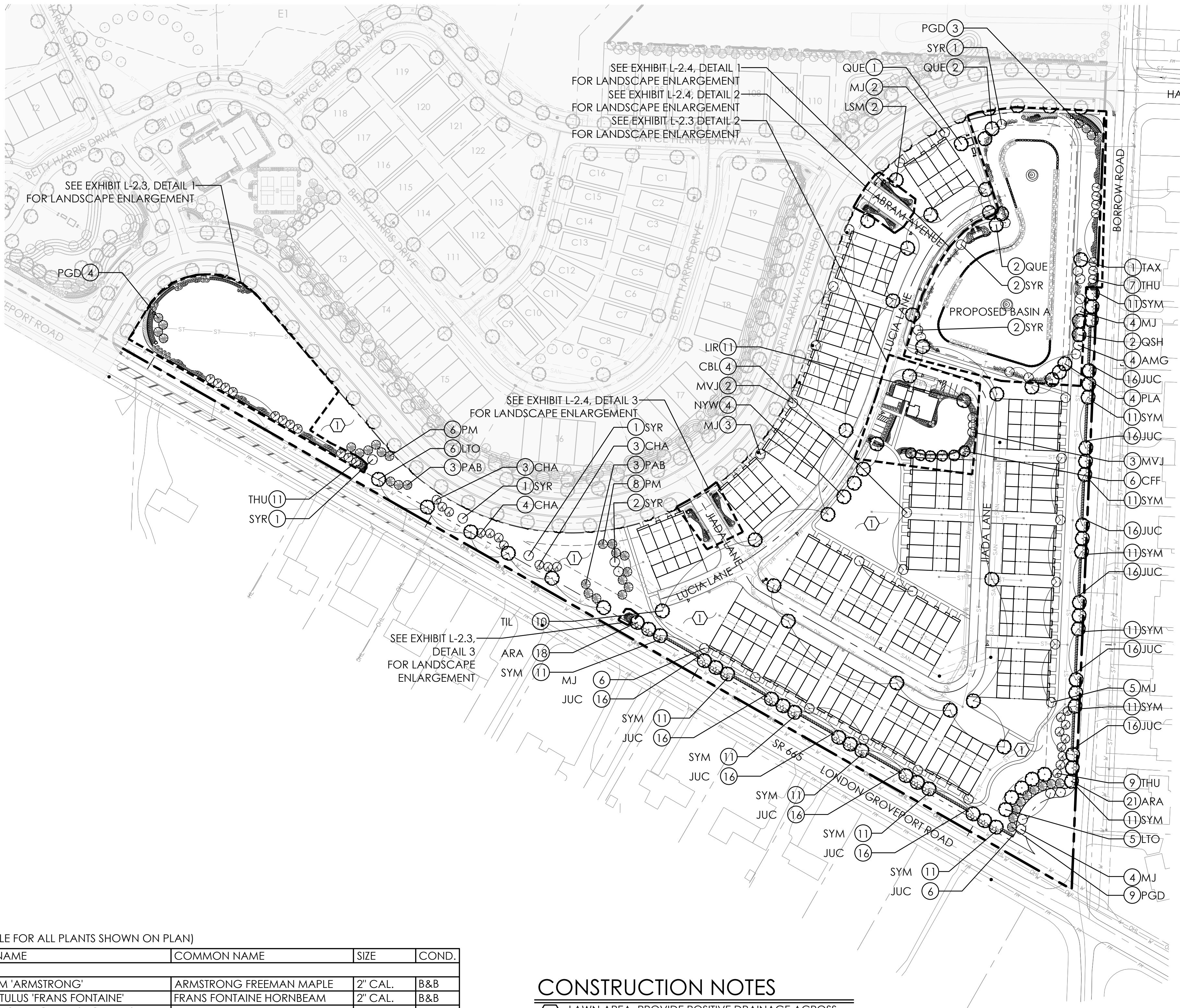
L-1.2





1 SUBAREA D IRRIGATION PLAN  
SCALE: 1:150

- IRRIGATED AREAS



### PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

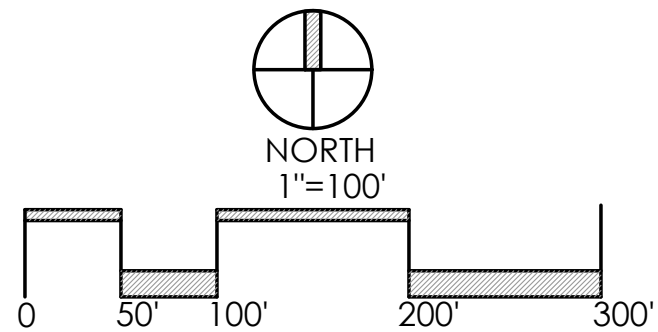
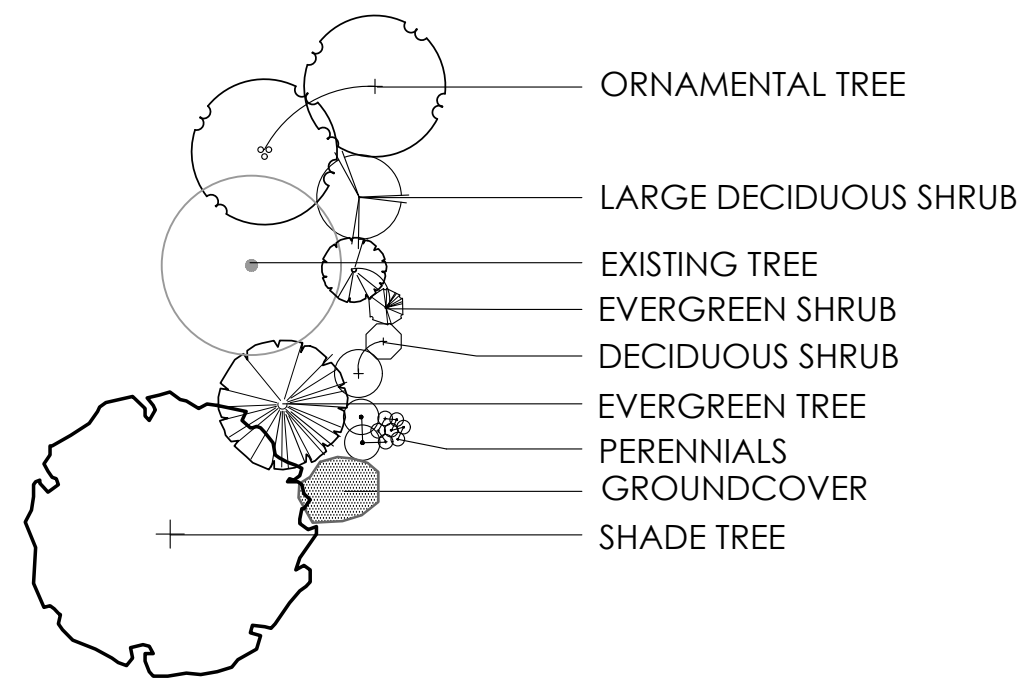
| QTY              | KEY | BOTANICAL NAME                             | COMMON NAME                    | SIZE      | COND. |
|------------------|-----|--------------------------------------------|--------------------------------|-----------|-------|
| DECIDUOUS TREES  |     |                                            |                                |           |       |
| 39               | ARA | ACER RUBRUM 'ARMSTRONG'                    | ARMSTRONG FREEMAN MAPLE        | 2" CAL.   | B&B   |
| 6                | CFF | CARPINUS BETULUS 'FRANS FONTAINE'          | FRANS FONTAINE HORNBEAM        | 2" CAL.   | B&B   |
| 2                | LSM | LIQUIDAMBAR STYRACIFLUA 'MORAIN'           | MORAIN SWEET GUM               | 2" CAL.   | B&B   |
| 11               | LIR | LIRIODENDRON TULIPIFERA 'ARNOLD'           | ARNOLD TULIP TREE              | 2" CAL.   | B&B   |
| 11               | LTO | LIRIODENDRON TULIPIFERA 'JFS-OZ'           | EMERALD CITY TULIPTREE         | 2" CAL.   | B&B   |
| 4                | NYW | NYSSA SYLVATICA 'WILDFIRE'                 | WILDFIRE BLACKGUM              | 2" CAL.   | B&B   |
| 4                | PLA | PLATANUS x ACERIFOLIA 'MORTON CIRCLE'      | EXCLAMATION LONDON PLANETREE   | 2" CAL.   | B&B   |
| 5                | QUE | QUERCUS x 'SCARLET LETTER'                 | SCARLET LETTER OAK             | 2" CAL.   | B&B   |
| 2                | QSH | QUERCUS SHUMARDII                          | SHUMARD OAK                    | 2" CAL.   | B&B   |
| 1                | TAX | TAXODIUM DISTICHUM                         | COMMON BALDCYPRESS             | 2" CAL.   | B&B   |
| 10               | TIL | TILIA AMERICANA 'BOULEVARD'                | AMERICAN LINDEN                | 2" CAL.   | B&B   |
| ORNAMENTAL TREES |     |                                            |                                |           |       |
| 4                | AMG | AMELANCHIER GRANDIFLORA 'AUTUM BRILLIANCE' | AUTUMN BRILLIANCE SERVICEBERRY | 2" CAL.   | B&B   |
| 4                | CBL | CARPINUS BETULUS 'LUCUS'                   | LUCUS COLUMNAR HORNBEAM        | 2" CAL.   | B&B   |
| 24               | MJ  | MAGNOLIA X 'JANE'                          | LITTLE GIRL JANE MAGNOLIA      | 5-6' HGT. | B&B   |
| 5                | MVJ | MAGNOLIA VIRGINIANA 'JIM WILSON'           | MOONGLOW SWEETBAY MAGNOLIA     | 5-6' HGT. | B&B   |
| 10               | SYR | SYRINGA RETICULATA 'IVORY SILK'            | JAPANESE TREE LILAC            | 2" CAL.   | B&B   |
| EVERGREEN TREES  |     |                                            |                                |           |       |
| 10               | CHA | CHAMAECYPARIS NOOTKATENSIS 'GLAUCA'        | UPRIGHT ALASKAN CEDAR          | 6-7' HGT. | B&B   |
| 6                | PAB | PICEA ABIES                                | NORWAY SPRUCE                  | 6-7' HGT. | B&B   |
| 16               | PGD | PICEA GLAUCA 'DENSATA'                     | BLACK HILLS SPRUCE             | 6-7' HGT. | B&B   |
| 14               | PM  | PICEA MEYERI                               | MEYER SPRUCE                   | 6-7' HGT. | B&B   |
| 27               | THU | THUJA PLICATA x STANDISHII 'GREEN GIANT'   | GREEN GIANT ARBORVITAE         | 6-7' HGT. | B&B   |
| SHRUBS           |     |                                            |                                |           |       |
| 182              | JUC | JUNIPERUS CHINENSIS 'SEA GREEN'            | SEA GREEN JUNIPER              | 24" HGT.  | B&B   |
| 143              | SYM | SYRINGA MEYERI 'PALIBIN'                   | DWARF KOREAN LILAC             | 24" HGT.  | B&B   |

### CONSTRUCTION NOTES

- 1 LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- 2 LANDSCAPE AREA, PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE ACROSS ALL SURFACES. **"INSTALL 6" DIAMETER MULCH RING PER TREE"**

### PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



### GENERAL NOTES:

1. ANY DEAD TREE THAT HAS THE POTENTIAL TO FALL ON ANY RESIDENTIAL PROPERTY WILL BE REMOVED DURING CONSTRUCTION.
2. ANY SERVICE STRUCTURES SUCH AS ELECTRICAL TRANSFORMERS, ELECTRICAL BOXES FOR POND PUMPS, OR ANY OTHER ABOVE GROUND STRUCTURE WILL BE SCREENED PER SECTION 1136.08 OF CODE.
3. CARE, MAINTENANCE, AND REPLACEMENT OF ALL STREET TREES, INCLUDING ALONG HAWTHORN PARKWAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER/CONDOMINIUM ASSOCIATION.

### REVISIONS

## OVERALL LANDSCAPE PLAN - SUBAREAS "D"

### HARRIS FARM

PREPARED FOR  
CIMINELLO INC.  
COMPANY ADDRESS

## Faris Planning & Design

LAND PLANNING  
LANDSCAPE ARCHITECTURE  
4876 Cemetery Road  
p. 614.467.1964  
www.farisplanninganddesign.com

DATE 04/23/24

PROJECT 22079

SHEET

# L-1.3

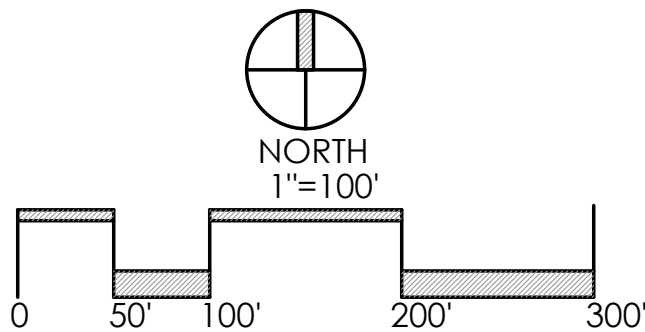




SEEDING/SOD LEGEND

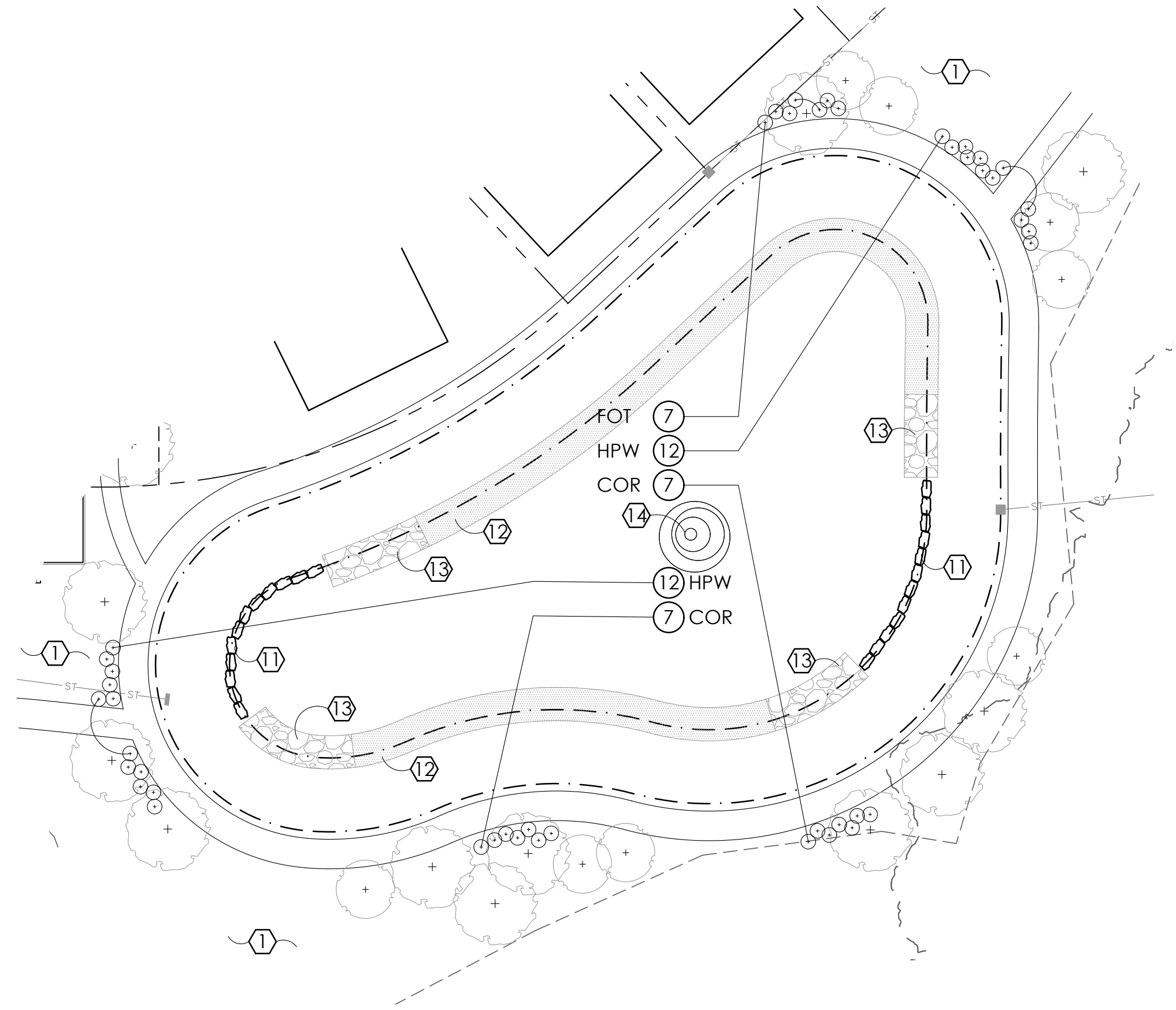
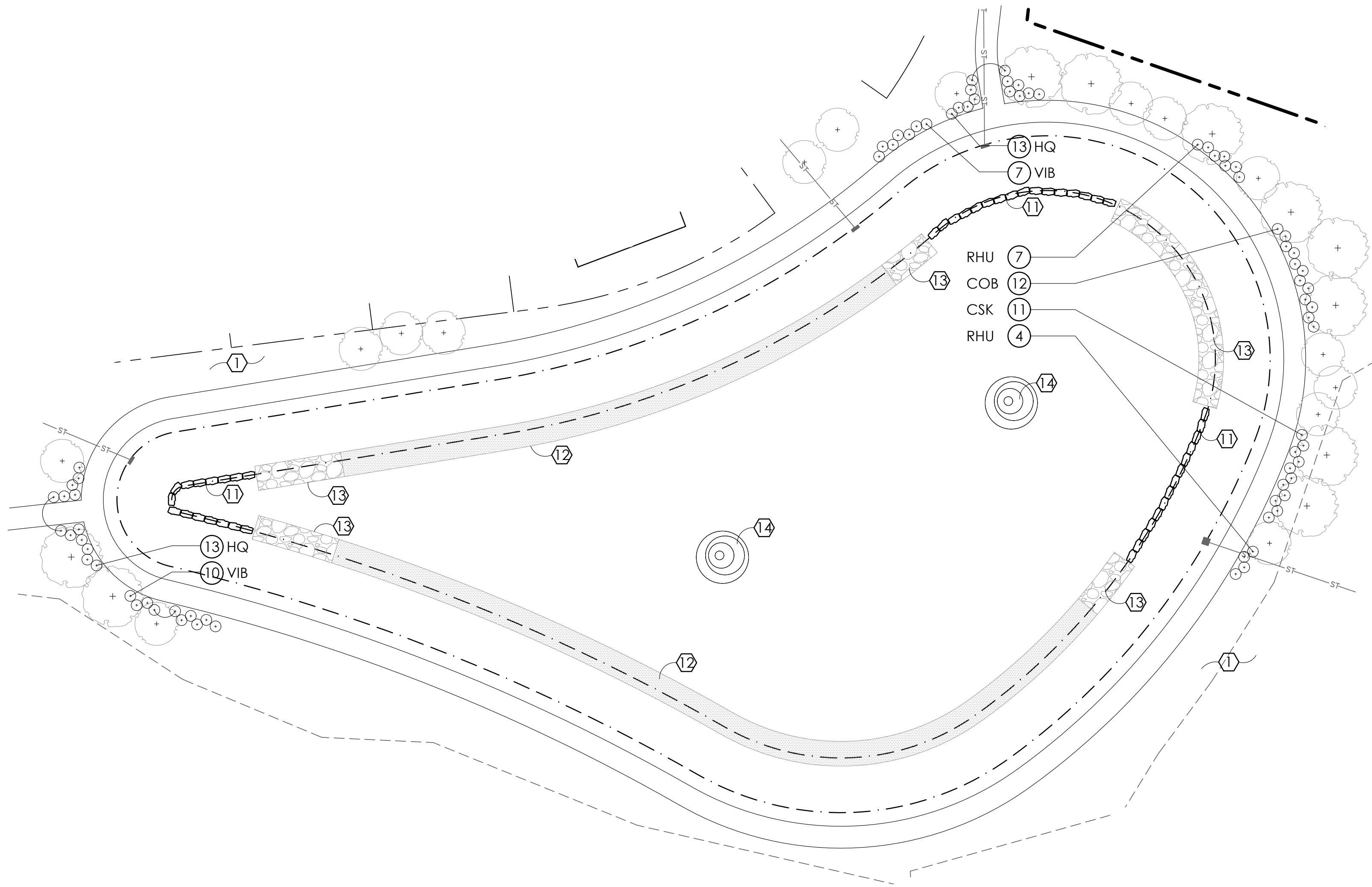
|  |      |
|--|------|
|  | SEED |
|  | SOD  |

\*\*SOD TO BE INSTALLED ON ALL SINGLE-FAMILY UNITS AT FRONT, SIDE, AND AT LEAST 10' OFF THE BACK. THIS APPLIES TO LOTS 1-122, C1-C16, AND E1-E4.



| REVISIONS                                                                                                                                                         |          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
|                                                                                                                                                                   |          |
|                                                                                                                                                                   |          |
|                                                                                                                                                                   |          |
| SOD & SEED<br>PLANTING PLAN                                                                                                                                       |          |
| HARRIS FARM                                                                                                                                                       |          |
| Faris Planning & Design<br>LAND PLANNING   LANDSCAPE ARCHITECTURE<br>4876 Cemetery Road   Hilliard, OH 43026<br>p (614) 467-1764   www.farisplanninganddesign.com |          |
| DATE                                                                                                                                                              | 04/23/24 |
| PROJECT                                                                                                                                                           | 22079    |
| SHEET                                                                                                                                                             |          |
| L-1.4                                                                                                                                                             |          |





1 SUBAREA A BASIN B2 LANDSCAPE ENLARGEMENT  
SCALE: 1:30

2 SUBAREA A BASIN B3 LANDSCAPE ENLARGEMENT  
SCALE: 1:30

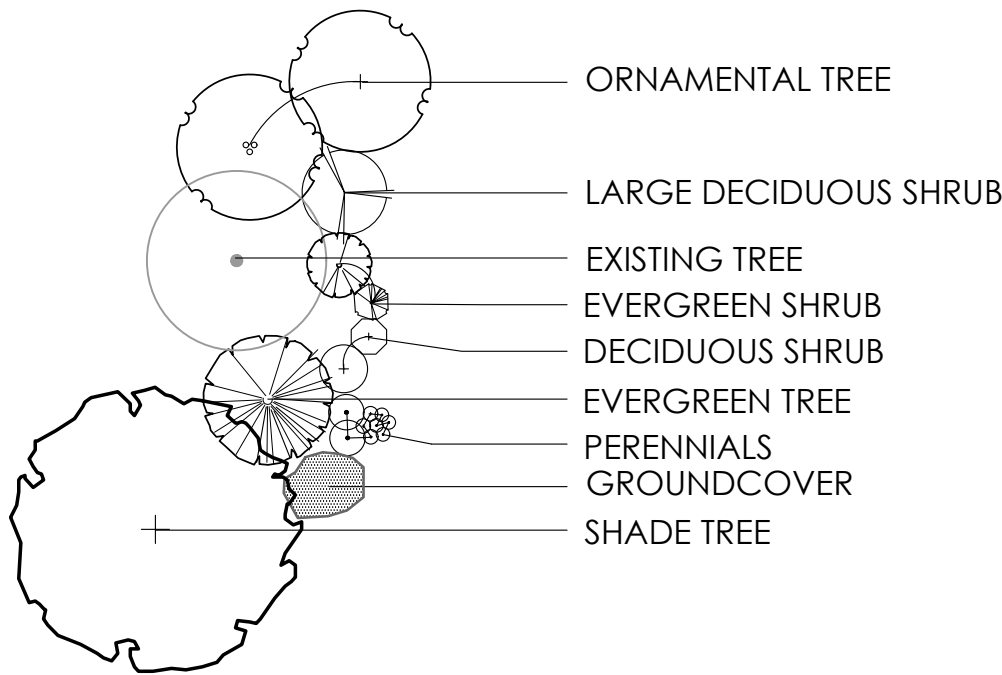
PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

| QTY              | KEY | BOTANICAL NAME                         | COMMON NAME                   | SIZE     | COND. |
|------------------|-----|----------------------------------------|-------------------------------|----------|-------|
| DECIDUOUS SHRUBS |     |                                        |                               |          |       |
| 12               | COB | CEPHALANTHUS OCCIDENTALIS 'BAILOPTICS' | FIBER OPTICS BUTTONBUSH       | 24" HGT. | B&B   |
| 11               | CSK | CORNUS SERICEA 'KELSEY'                | KELSEY DWARF RED TWIG DOGWOOD | 24" HGT. | B&B   |
| 14               | COR | CORNUS ALBA 'LITTLE REBEL'             | LITTLE REBEL RED TWIG DOGWOOD | 24" HGT. | B&B   |
| 7                | FOT | FOTHERGILLA GARDENII                   | DWARF FOTHERGILLA             | 24" HGT. | B&B   |
| 26               | HQ  | HYDRANGEA QUERCIFOLIA                  | OAKLEAF HYDRANGEA             | 24" HGT. | B&B   |
| 24               | HPW | HYDRANGEA QUERCIFOLIA 'PEE WEE'        | PEE WEE HYDRANGEA             | 24" HGT. | B&B   |
| 11               | RHU | RHUS AROMATICA 'GRO-LOW'               | GRO LOW FRAGRANT SUMAC        | 24" HGT. | B&B   |
| 17               | VIB | VIBURNUM DENTATUM 'CHRISTOM'           | BLUE MUFFIN VIBURNUM          | 24" HGT. | B&B   |

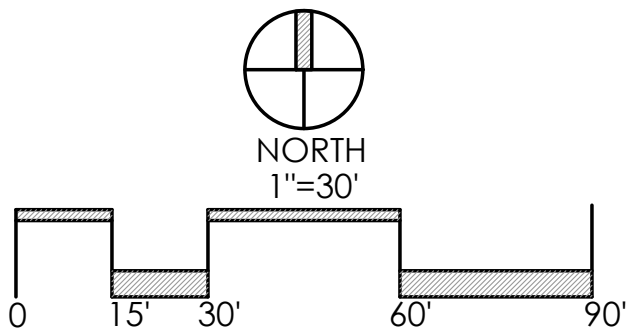
PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



CONSTRUCTION NOTES

- 1 LAWN AREA. PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- 2 LANDSCAPE AREA. PROVIDE 3" DEPTH HARDWOOD MULCH. POSITIVE DRAINAGE ACROSS ALL SURFACES. **\*INSTALL 6" DIAMETER MULCH RING PER TREE\***
- 11 ENHANCED SHORELINE PROTECTION STONE SLAB; PER GROVE CITY STORMWATER DESIGN MANUAL. ± 30" MINIMUM LENGTH, MINIMUM ± 18" DEPTH, AND MINIMUM ± 8" HEIGHT LIMESTONE ROCK SLAB. SEE SHEET L4, DETAIL 3
- 12 GRASS EDGE WITH EROSION CONTROL PROVISIONS AS PER GROVE CITY STORMWATER DESIGN MANUAL. SEE SHEET L4, DETAIL 4
- 13 2" - 8" ROUNDED RIVER GRAVEL, CRUSHED LIMESTONE, OR TIED CONCRETE BLOCK MATTING - PER GROVE CITY STORMWATER DESIGN MANUAL. SEE SHEET L4, DETAIL 5
- 14 VOLCANO III AERATOR FOUNTAIN FROM AQUA MASTERS - SEE SHEET L-4, DETAIL 2



REVISIONS

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LANDSCAPE  
ENLARGEMENT  
PLAN - SUBAREA A

COURTYARDS AT  
HARRIS FARM  
PREPARED FOR  
EPCON INC  
500 STONEHENGE PARKWAY, DUBLIN OH 43017

Faris Planning & Design  
LAND PLANNING LANDSCAPE ARCHITECTURE  
4876 Cemetery Road  
p. 614.467.1764  
www.farisplanninganddesign.com

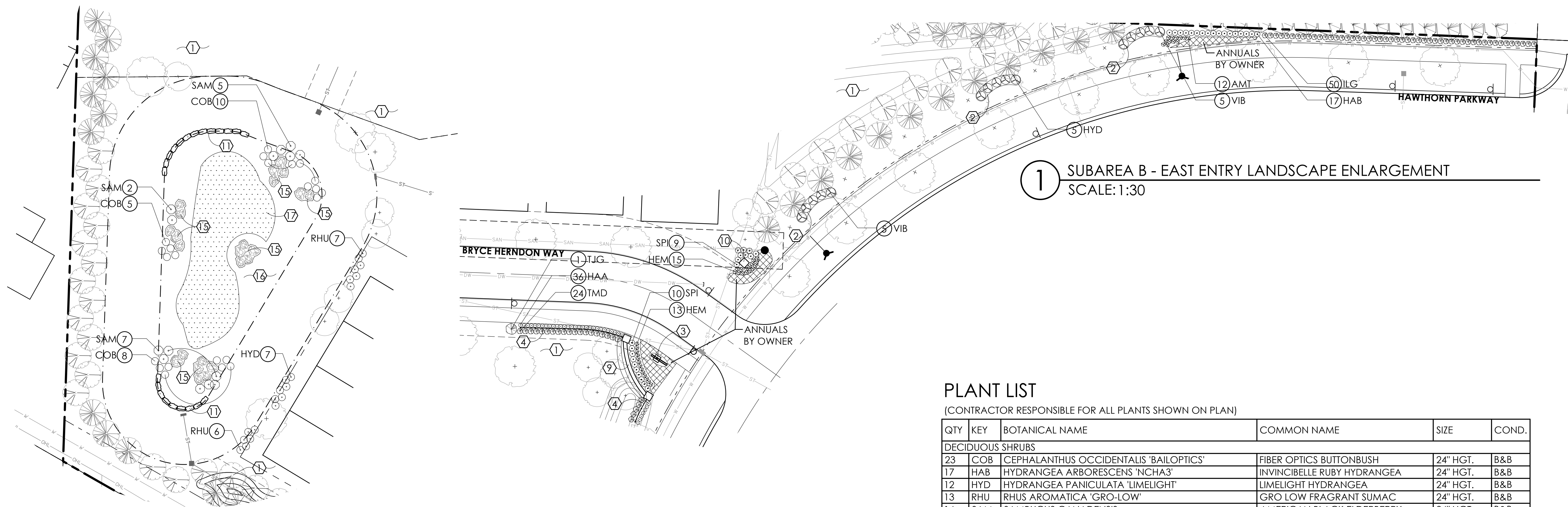
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| DATE    | 04/23/24 |
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L-2

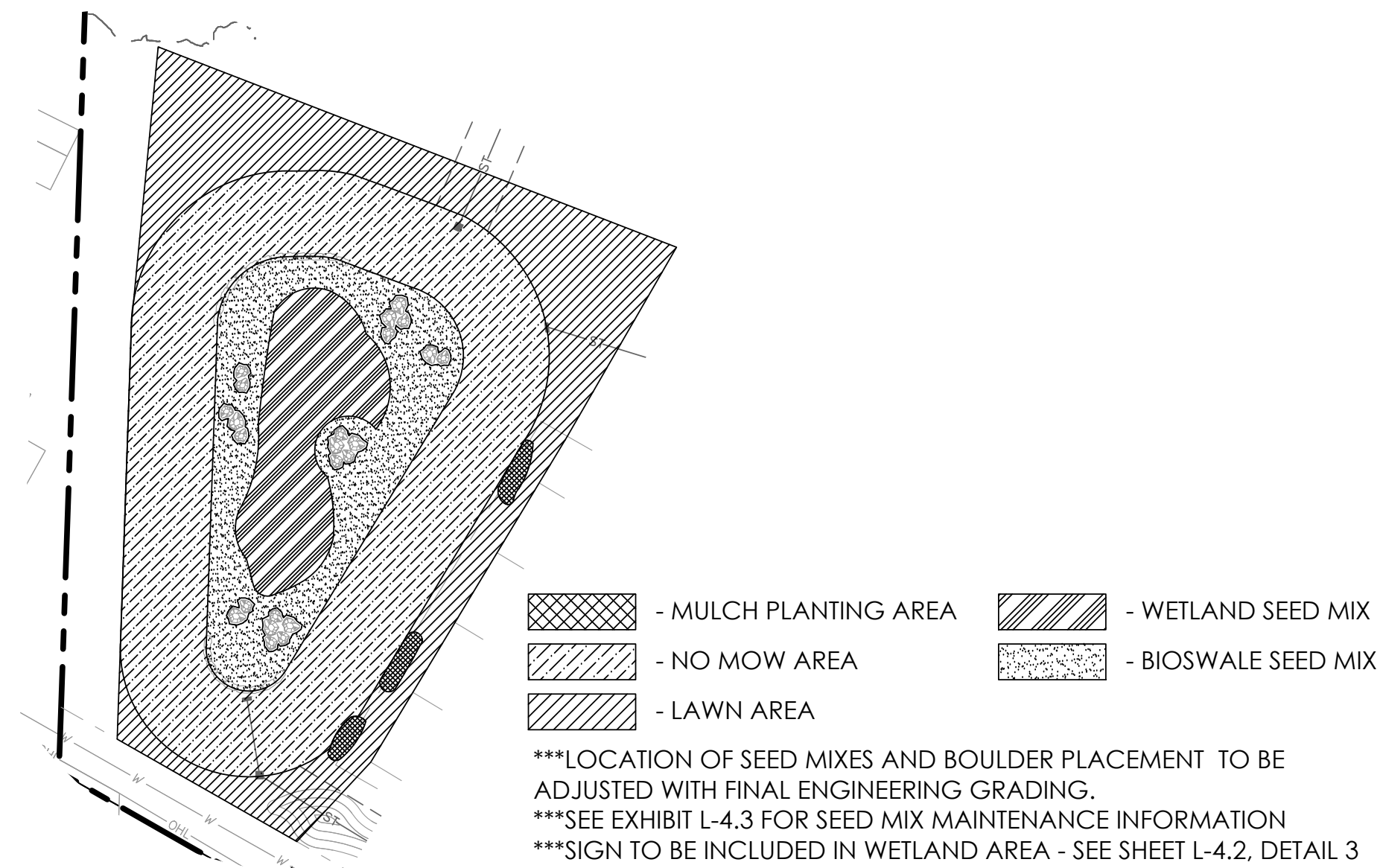








**2 SUBAREA B - WETLAND LANDSCAPE ENLARGEMENT**  
SCALE: 1:30  
\*\*\*LOCATION OF SEED MIXES AND BOULDER PLACEMENT TO BE ADJUSTED WITH FINAL ENGINEERING GRADING.



**3 SUBAREA B - WETLAND MAINTENANCE PLAN**  
SCALE: 1" = 50'

## PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

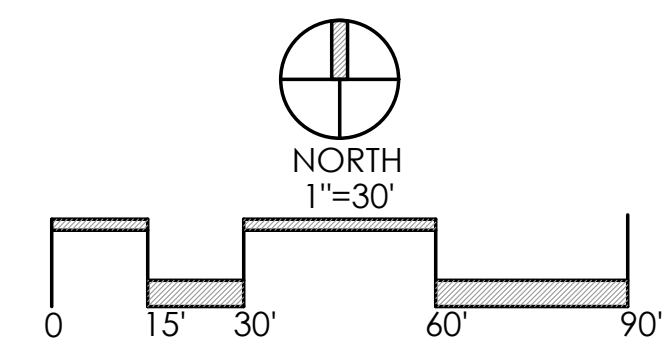
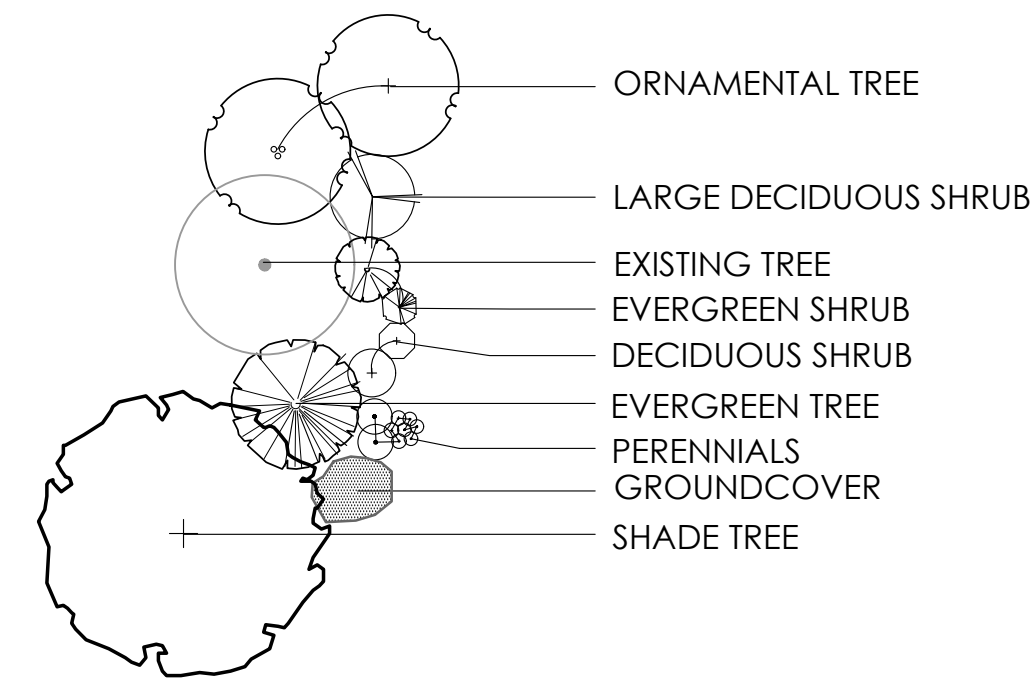
| QTY                           | KEY | BOTANICAL NAME                         | COMMON NAME                 | SIZE     | COND. |
|-------------------------------|-----|----------------------------------------|-----------------------------|----------|-------|
| DECIDUOUS SHRUBS              |     |                                        |                             |          |       |
| 23                            | COB | CEPHALANTHUS OCCIDENTALIS 'BAILOPTICS' | FIBER OPTICS BUTTONBUSH     | 24" HGT. | B&B   |
| 17                            | HAB | HYDRANGEA ARBORESCENS 'NCHA3'          | INVINCIBELLE RUBY HYDRANGEA | 24" HGT. | B&B   |
| 12                            | HYD | HYDRANGEA PANICULATA 'LIMELIGHT'       | LIMELIGHT HYDRANGEA         | 24" HGT. | B&B   |
| 13                            | RHU | RHUS AROMATICA 'GRO-LOW'               | GRO LOW FRAGRANT SUMAC      | 24" HGT. | B&B   |
| 14                            | SAM | SAMBUCUS CANADENSIS                    | AMERICAN BLACK ELDERBERRY   | 24" HGT. | B&B   |
| 19                            | SPI | SPIRAEA JAPONICA 'GOLDMOUND'           | GOLDMOUND SPIREA            | 24" HGT. | B&B   |
| 10                            | VIB | VIBURNUM DENTATUM 'CHRISTOM'           | BLUE MUFFIN VIBURNUM        | 24" HGT. | B&B   |
| EVERGREEN SHRUBS              |     |                                        |                             |          |       |
| 50                            | ILG | ILEX GLABRA 'SMNIGAB17'                | GEM BOX INKBERRY            | 24" HGT. | B&B   |
| 1                             | TJG | THUJA OCCIDENTALIS 'JANED GOLD'        | HIGHLIGHTS ARBORVITAE       | 24" HGT. | B&B   |
| 24                            | TMD | TAXUS X MEDIA 'DENSIFORMIS'            | DENSE SPREADING YEW         | 24" HGT. | B&B   |
| PERENNIALS/ORNAMENTAL GRASSES |     |                                        |                             |          |       |
| 12                            | AMT | AMSONIA TABERNAEMONTANA 'STORM CLOUD'  | STORM CLOUD BLUESTAR FLOWER | 1 GAL.   | CONT. |
| 36                            | HAA | HEMEROCALLIS 'ALWAYS AFTERNOON'        | ALWAYS AFTERNOON DAYLILY    | 1 GAL.   | CONT. |
| 28                            | HEM | HEMEROCALLIS 'HAPPY RETURNS'           | HAPPY RETURNS DAYLILY       | 1 GAL.   | CONT. |

## CONSTRUCTION NOTES

- LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- LANDSCAPE AREA, PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE ACROSS ALL SURFACES. **\*INSTALL 6" DIAMETER MULCH RING PER TREE\***
- YARD ARM ENTRY SIGN - SEE SHEET L-4.2, DETAIL 1
- CROSS BUCK FENCE - SEE SHEET L-4.1, DETAIL 2
- SECONDARY ENTRY WALL - SEE SHEET L-4.1, DETAIL 1
- SECONDARY ENTRY COLUMN - SEE SHEET L-4.3, DETAIL 1
- ENHANCED SHORELINE PROTECTION STONE SLAB; PER GROVE CITY STORMWATER DESIGN MANUAL. ± 30" MINIMUM LENGTH, MINIMUM ± 18" DEPTH, AND MINIMUM ± 8" HEIGHT LIMESTONE ROCK SLAB. SEE SHEET L4, DETAIL 3
- GRASS EDGE WITH EROSION CONTROL PROVISIONS AS PER GROVE CITY STORMWATER DESIGN MANUAL. SEE SHEET L4, DETAIL 4
- 2' - 8" ROUNDED RIVER GRAVEL, CRUSHED LIMESTONE, OR TIED CONCRETE BLOCK MATTING : PER GROVE CITY STORMWATER DESIGN MANUAL. SEE SHEET L4, DETAIL 5
- VOLCANO III AERATOR FOUNTAIN FROM AQUA MASTERS - SEE SHEET L-4, DETAIL 2
- ± 18" + BOULDERS (LIMESTONE OR GRANITE)
- DETENTION BASIN BIOSWALE SEED MIX. FROM PRAIRIE NURSERY, WWW.PRAIRIENURSERY.COM, OR OWNER APPROVED EQUAL
- STORMWATER WETLAND SEED MIX. FROM CARDNO, CARDNONATIVEPLANTNURSERY.COM, OR OWNER APPROVED EQUAL

## PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



## REVISIONS

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## LANDSCAPE ENLARGEMENT PLANS - SUBAREA B

## COURTYARDS AT HARRIS FARM

PREPARED FOR  
EPCON INC  
500 STONEHENGE PARKWAY, DUBLIN OH 43017

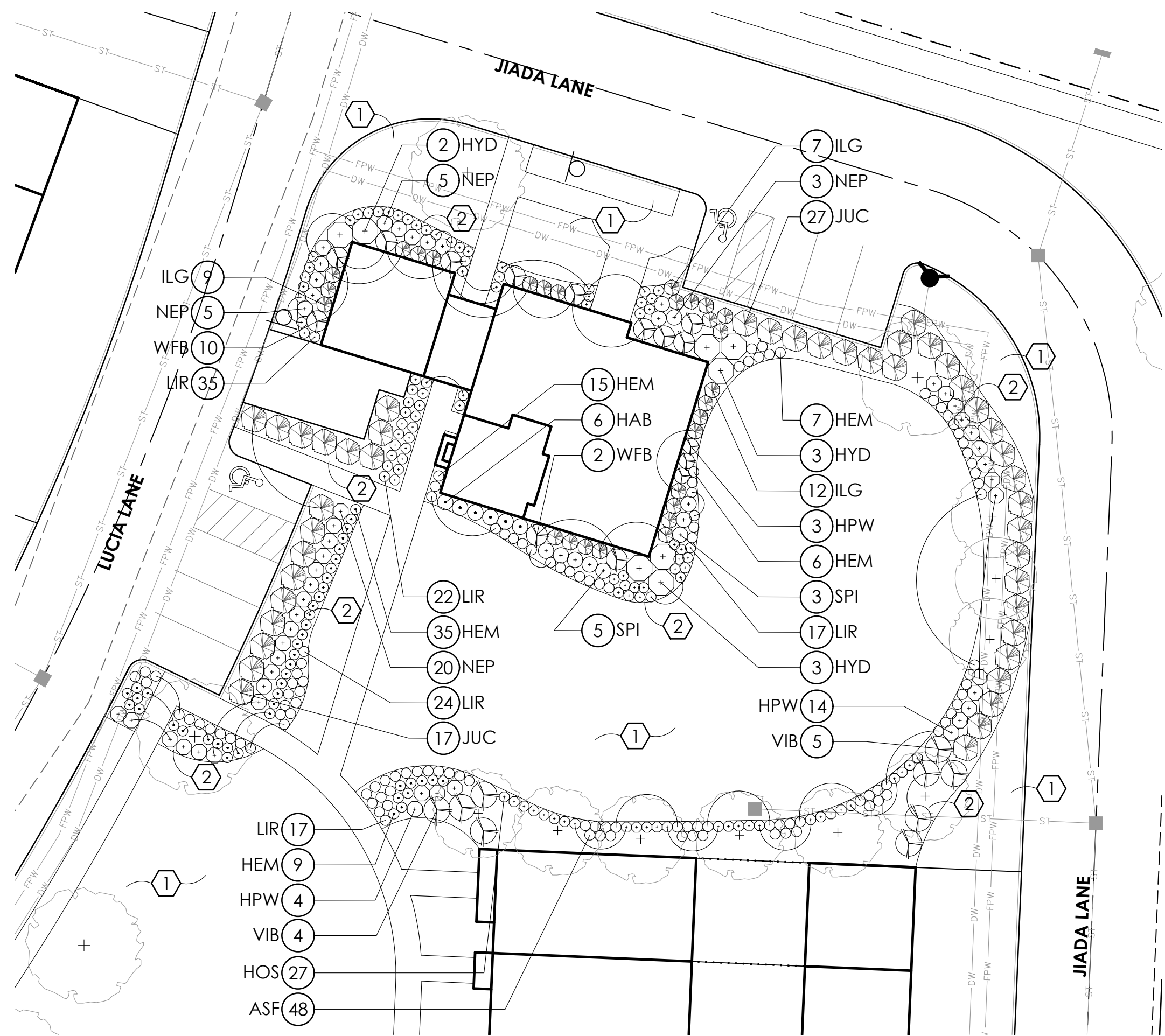
## Paris Planning & Design

LAND PLANNING LANDSCAPE ARCHITECTURE  
4876 Cemetery Road  
p 614.467.1964  
www.parisplanninganddesign.com  
Hilliard, OH 43026

|         |          |
|---------|----------|
| DATE    | 04/23/24 |
| PROJECT | 22079    |
| SHEET   |          |

## L-2.2





2 SUBAREA D CLUBHOUSE ENLARGEMENT  
SCALE: 1:20

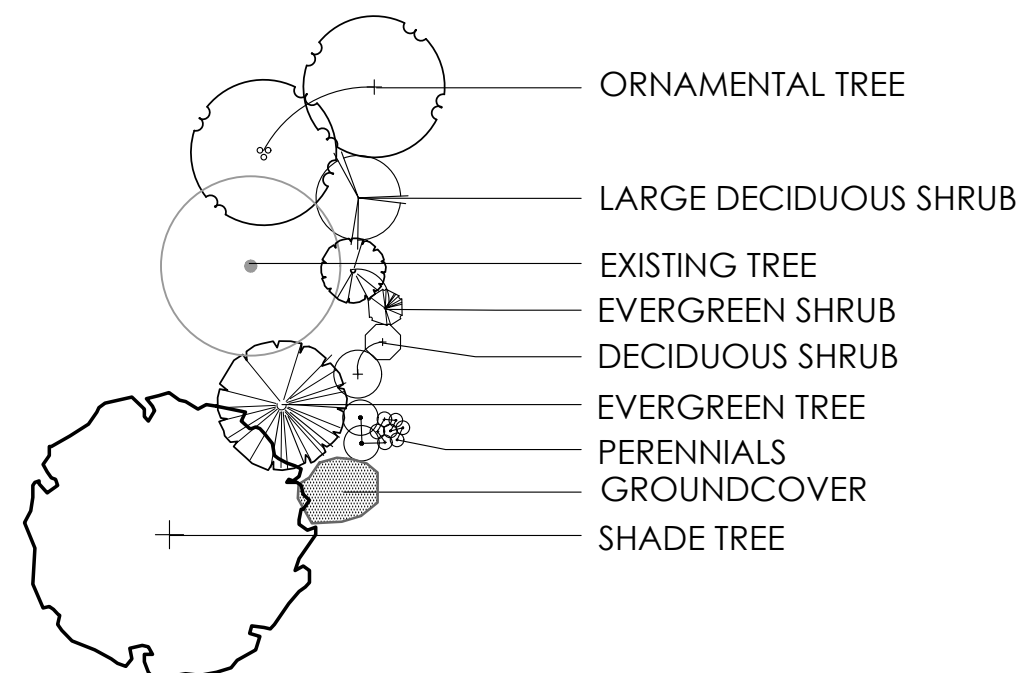
## PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

| QTY                           | KEY | BOTANICAL NAME                            | COMMON NAME                      | SIZE     | COND. |
|-------------------------------|-----|-------------------------------------------|----------------------------------|----------|-------|
| DECIDUOUS SHRUBS              |     |                                           |                                  |          |       |
| 24                            | HAB | HYDRANGEA ARBORESCENS 'NCHA3'             | INVINCIBELLE RUBY HYDRANGEA      | 24" HGT. | B&B   |
| 8                             | HYD | HYDRANGEA PANICULATA 'LIMELIGHT'          | LIMELIGHT HYDRANGEA              | 24" HGT. | B&B   |
| 69                            | HPW | HYDRANGEA QUERCIFOLIA 'PEE WEE'           | PEE WEE HYDRANGEA                | 24" HGT. | B&B   |
| 20                            | SPI | SPIRAEA JAPONICA 'GOLDMOUND'              | GOLDMOUND SPIREA                 | 24" HGT. | B&B   |
| 9                             | VIB | VIBURNUM DENTATUM 'CHRISTOM'              | BLUE MUFFIN VIBURNUM             | 24" HGT. | B&B   |
| 12                            | WFB | WEIGELA FLORIDA 'BOKRASOPIN'              | SONIC BLOOM PINK WEIGELA         | 24" HGT. | B&B   |
| 36                            | WWR | WEIGELA FLORIDA 'ALEXANDRA'               | WINE & ROSES WEIGELA             | 24" HGT. | B&B   |
| EVERGREEN SHRUBS              |     |                                           |                                  |          |       |
| 63                            | JUC | JUNIPERUS CHINENSIS 'SEA GREEN'           | SEA GREEN JUNIPER                | 24" HGT. | B&B   |
| 59                            | ILG | ILEX GLABRA 'SMNIGAB17'                   | GEM BOX INKBERRY                 | 24" HGT. | B&B   |
| PERENNIALS/ORNAMENTAL GRASSES |     |                                           |                                  |          |       |
| 30                            | AMT | AMSONIA TABERNAEMONTANA 'STORM CLOUD'     | STORM CLOUD BLUESTAR FLOWER      | 1 GAL.   | CONT. |
| 48                            | ASF | ASTILBE X ARENDsii 'FANAL'                | FANAL FALSE SPIREA               |          |       |
| 36                            | CAL | CALAMAGROSIS x ACUTIFLORA 'KARL FOERSTER' | KARL FOERSTER FEATHER REED GRASS | 1 GAL.   | CONT. |
| 72                            | HEM | HEMEROCALLIS 'HAPPY RETURNS'              | HAPPY RETURNS DAYLILY            | 1 GAL.   | CONT. |
| 27                            | HOS | HOSTA 'SUM AND SUBSTANCE'                 | SUM AND SUBSTANCE HOSTA          | 1 GAL.   | CONT. |
| 115                           | LIR | LIRIOPE MUSCARI 'SILVERY SUNPROOF'        | SILVERY SUNPROOF LIRIOPE         | 1 GAL.   | CONT. |
| 33                            | NEP | NEPETA 'JUNIOR WALKER'                    | JUNIOR WALKER'S LOW CATMINT      | 1 GAL.   | CONT. |
| 57                            | PER | PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE'   | LITTLE SPIRE RUSSIAN SAGE        | 1 GAL.   | CONT. |

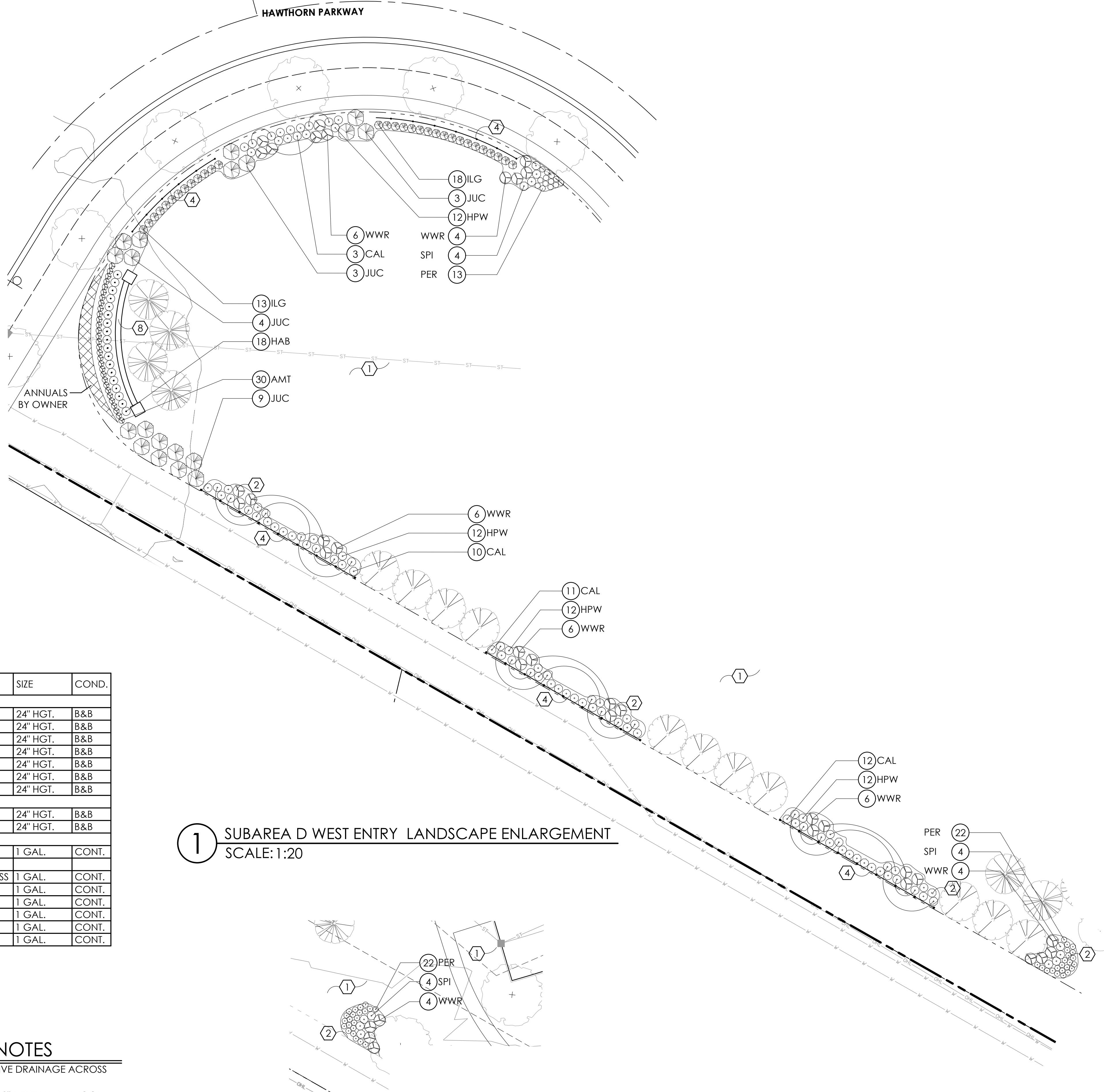
## PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



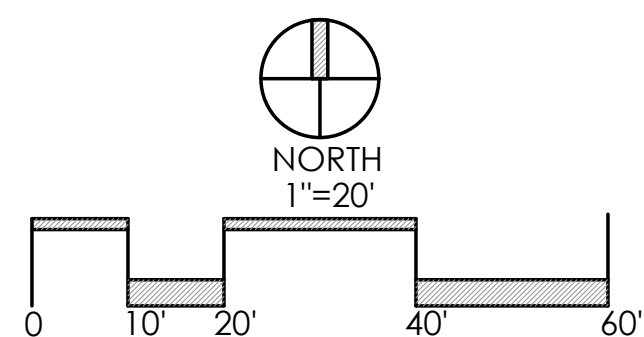
## CONSTRUCTION NOTES

- LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- LANDSCAPE AREA, PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE ACROSS ALL SURFACES. **\*INSTALL 6" DIAMETER MULCH RING PER TREE\***
- CROSS BUCK FENCE - SEE SHEET L-4.1, DETAIL 2
- MAIN ENTRY WALL - SEE SHEET L-4, DETAIL 1



1 SUBAREA D WEST ENTRY LANDSCAPE ENLARGEMENT  
SCALE: 1:20

3 SUBAREA D LANDSCAPE ENLARGEMENT  
SCALE: 1:20



## REVISIONS

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## LANDSCAPE ENLARGEMENT PLAN - SUBAREA D

HARRIS FARM  
PREPARED FOR  
CIMINELLO INC.  
COMPANY ADDRESS

Faris Planning & Design  
LAND PLANNING  
LANDSCAPE ARCHITECTURE  
4876 Cemetery Road  
p. 614.467.1764  
www.farisplanninganddesign.com

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|---------|----------|
| DATE    | 04/23/24 |
| PROJECT | 22079    |
| SHEET   |          |

L-2.3





| QTY                           | KEY | BOTANICAL NAME                             | COMMON NAME                      | SIZE        | COND. |
|-------------------------------|-----|--------------------------------------------|----------------------------------|-------------|-------|
| DECIDUOUS SHRUBS              |     |                                            |                                  |             |       |
| 23                            | COB | CEPHALANTHUS OCCIDENTALIS 'BAILOPTICS'     | FIBER OPTICS BUTTONBUSH          | 24" HGT.    | B&B   |
| 26                            | CSK | CORNUS SERICEA 'KELSEY'                    | KELSEY DWARF RED TWIG DOGWOOD    | 24" HGT.    | B&B   |
| 4                             | COR | CORNUS ALBA 'LITTLE REBEL'                 | LITTLE REBEL RED TWIG DOGWOOD    | 24" HGT.    | B&B   |
| 23                            | FOT | FOTHERGILLA GARDENII                       | DWARF FOTHERGILLA                | 24" HGT.    | B&B   |
| 24                            | HAB | HYDRANGEA ARBORESCENS 'NCHA3'              | INVINCIBELLE RUBY HYDRANGEA      | 24" HGT.    | B&B   |
| 7                             | HYD | HYDRANGEA PANICULATA 'LIMELIGHT'           | LIMELIGHT HYDRANGEA              | 24" HGT.    | B&B   |
| 30                            | HPW | HYDRANGEA QUERCIFOLIA 'PEE WEE'            | PEE WEE HYDRANGEA                | 15-18" HGT. | B&B   |
| 22                            | RHU | RHUS AROMATICA 'GRO-LOW'                   | GRO LOW FRAGRANT SUMAC           | 24" HGT.    | B&B   |
| 5                             | SPI | SPIRAEA JAPONICA 'GOLDMOUND'               | GOLDMOUND SPIREA                 | 15-18" HGT. | CONT. |
| 52                            | SPL | SPIRAEA JAPONICA 'LITTLE PRINCESS'         | LITTLE PRINCESS SPIREA           | 15-18" HGT. | CONT. |
| 5                             | VIB | VIBURNUM DENTATUM 'CHRISTOM'               | BLUE MUFFIN VIBURNUM             | 24" HGT.    | B&B   |
| 16                            | WWR | WEIGELA FLORIDA 'ALEXANDRA'                | WINE & ROSES WEIGELA             | 24" HGT.    | B&B   |
| EVERGREEN SHRUBS              |     |                                            |                                  |             |       |
| 5                             | JUC | JUNIPERUS CHINENSIS 'SEA GREEN'            | SEA GREEN JUNIPER                | 24" HGT.    | B&B   |
| 17                            | ILG | ILEX GLABRA 'SMNIGAB17'                    | GEM BOX INKBERRY                 | 24" HGT.    | B&B   |
| 9                             | TJG | THUJA OCCIDENTALIS 'JANED GOLD'            | HIGHLIGHTS ARBORVITAE            | 24" HGT.    | B&B   |
| 56                            | TMD | TAXUS X MEDIA 'DENSIFORMIS'                | DENSE SPREADING YEW              | 24" HGT.    | B&B   |
| PERENNIALS/ORNAMENTAL GRASSES |     |                                            |                                  |             |       |
| 44                            | AMT | AMSONIA TABERNAEMONTANA 'STORM CLOUD'      | STORM CLOUD BLUESTAR FLOWER      | 1 GAL.      | CONT. |
| 58                            | CAL | CALAMAGROSTIS x ACUTIFLORA 'KARL FOERSTER' | KARL FOERSTER FEATHER REED GRASS | 1 GAL.      | CONT. |
| 100                           | HAA | HEMEROCALLIS 'ALWAYS AFTERNOON'            | ALWAYS AFTERNOON DAYLILY         | 1 GAL.      | CONT. |
| 16                            | LIR | LIRIOPE MUSCARI 'SILVERLY SUNPROOF'        | SILVERLY SUNPROOF LIRIOPE        | 1 GAL.      | CONT. |
| 6                             | PAN | PANICUM VIRGATUM 'SHENANDOAH'              | SHENANDOAH SWITCHGRASS           | 1 GAL.      | CONT. |
| 10                            | PER | PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE'    | LITTLE SPIRE RUSSIAN SAGE        | 1 GAL.      | CONT. |
| 6                             | SLA | SALVIA HYBRID 'AZURE SNOW'                 | AZURE SNOW GARDEN SAGE           | 1 GAL.      | CONT. |

- 1 LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- 2 LANDSCAPE AREA, PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE ACROSS ALL SURFACES.  
**\*INSTALL 6' DIAMETER MULCH RING PER TREE\***
- 4 CROSS BUCK FENCE - SEE SHEET L-4.1, DETAIL 2
- 7 BENCH - BY OWNER
- 8 MAIN ENTRY WALL - SEE SHEET L-4, DETAIL 1
- 10 SECONDARY ENTRY COLUMN - SEE SHEET L-4.3, DETAIL 1
- 11 ± 30" MINIMUM LENGTH, MINIMUM ±18" DEPTH, AND MINIMUM ± 8" HEIGHT LIMESTONE OR SANDSTONE ROCK SLAB
- 12 GRASS EDGE WITH EROSION CONTROL PROVISIONS AS PER GROVE CITY STORMWATER DESIGN MANUAL
- 13 2' - 8" ROUNDED RIVER GRAVEL, CRUSHED LIMESTONE, OR TIED CONCRETE BLOCK MATING : PER GROVE CITY STORMWATER DESIGN MANUAL
- 14 FOUNTAIN - SEE SHEET L-4, DETAIL 2

ORNAMENTAL TREE

LARGE DECIDUOUS SHRUB

EXISTING TREE

EVERGREEN SHRUB

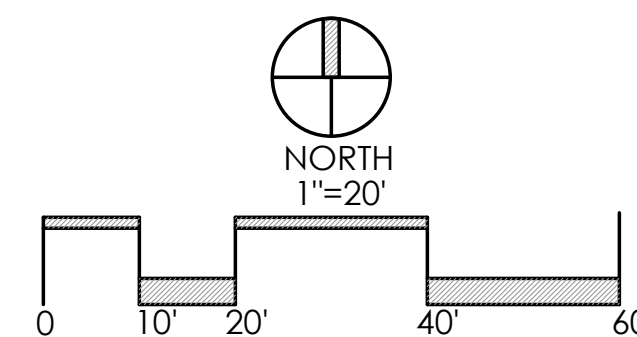
DECIDUOUS SHRUB

EVERGREEN TREE

PERENNIALS

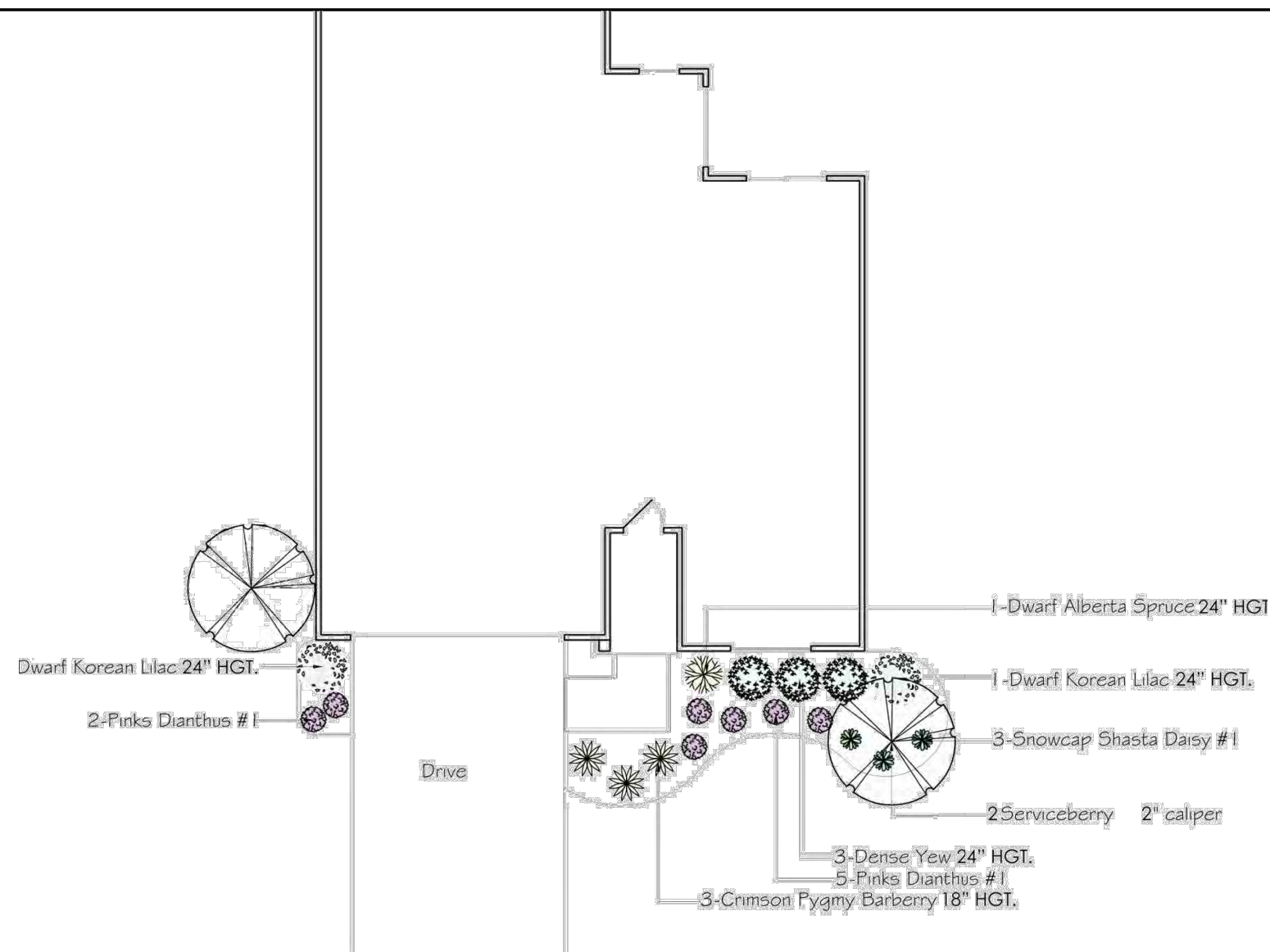
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SHADE TREE

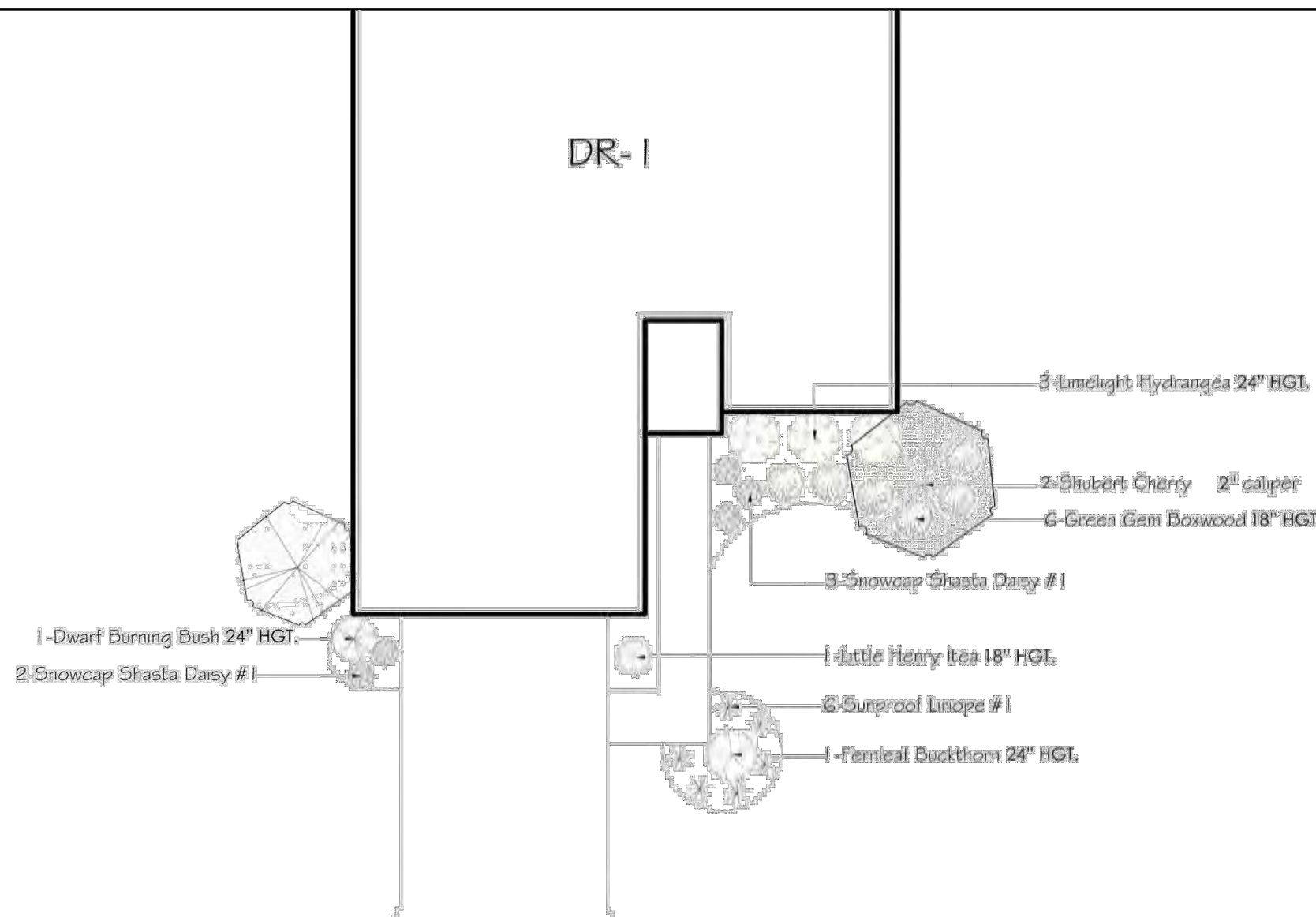


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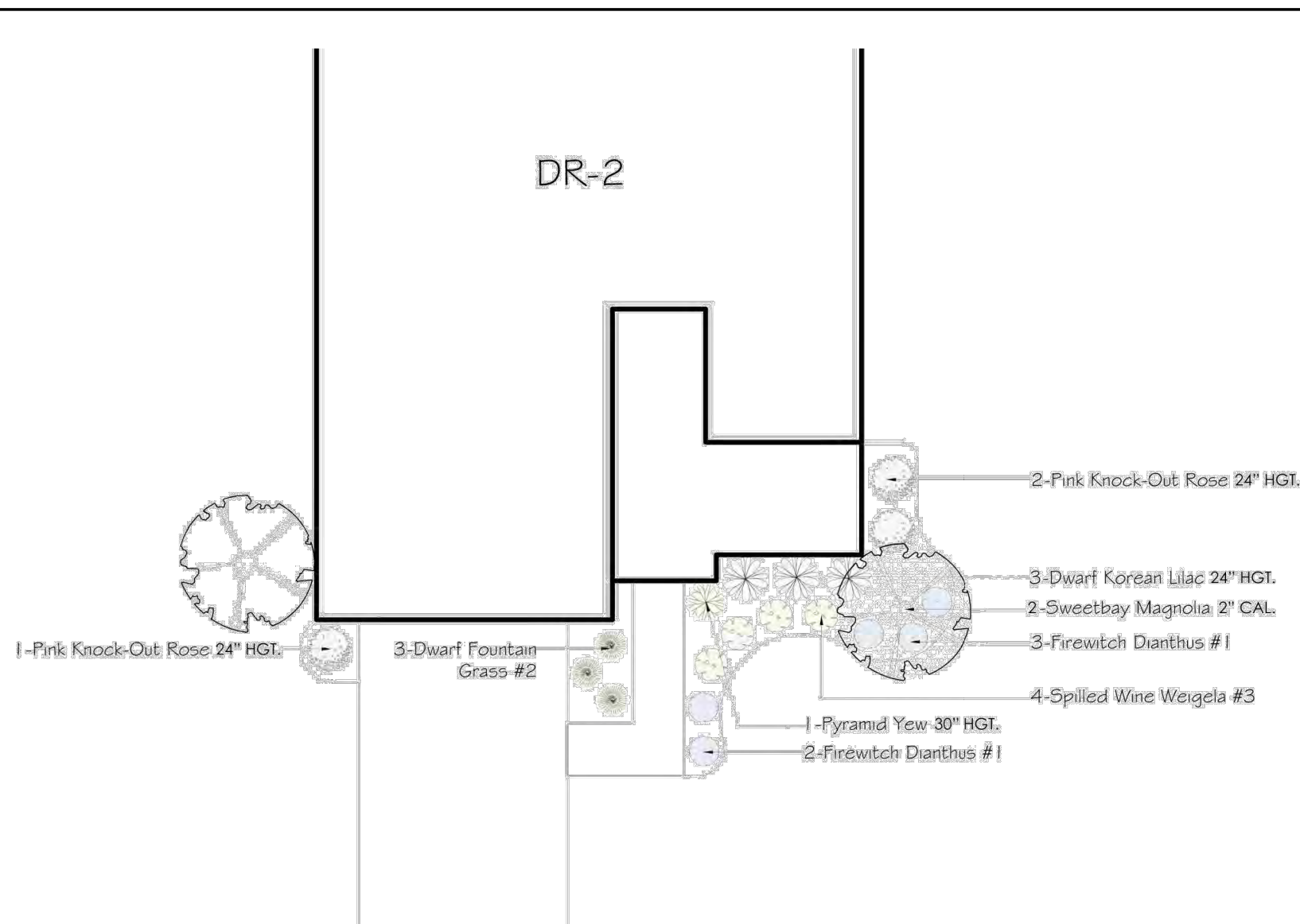




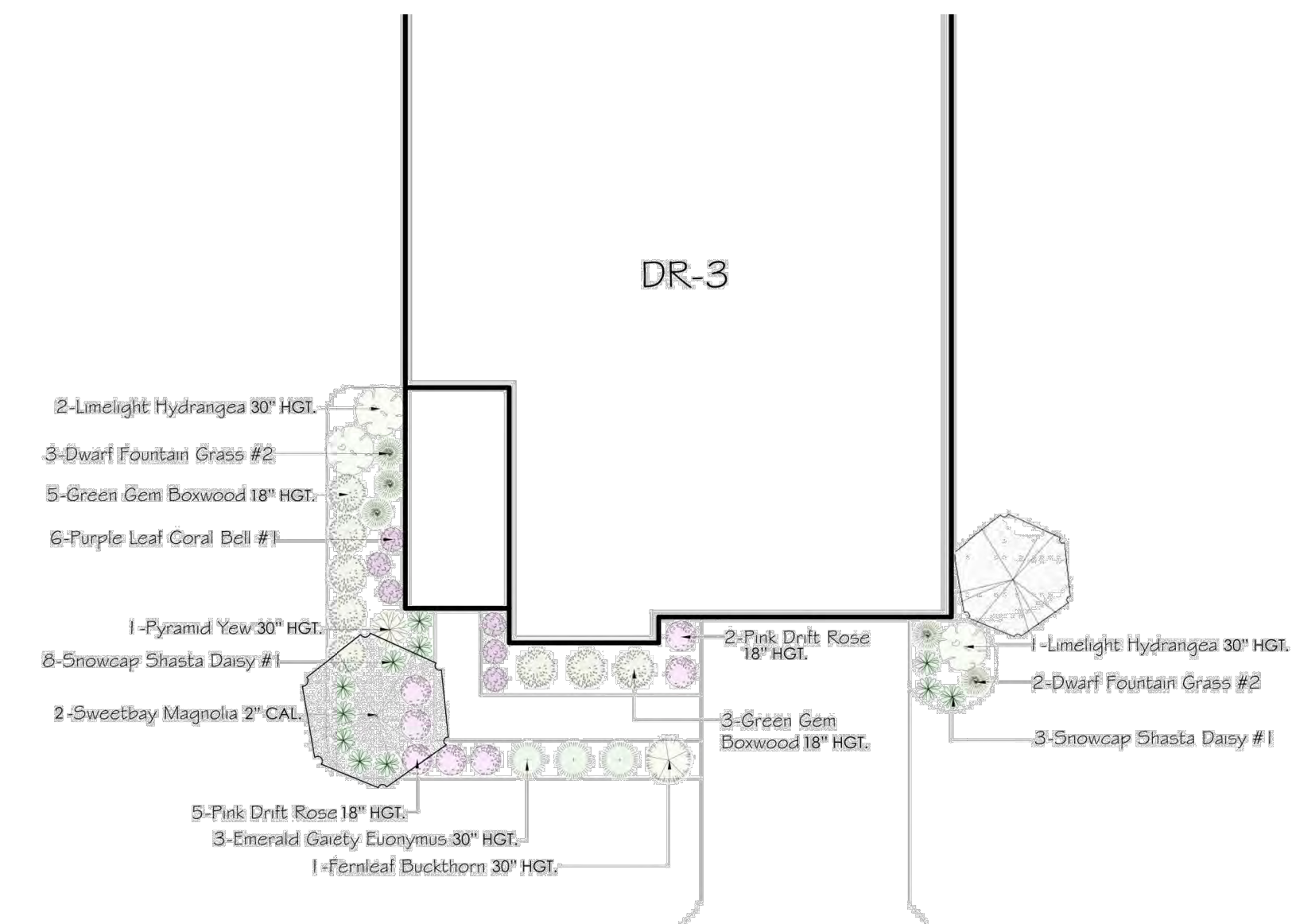
1 CAPRI (DR-0) TYPICAL FRONT LANDSCAPE PLAN  
SCALE: N.T.S.



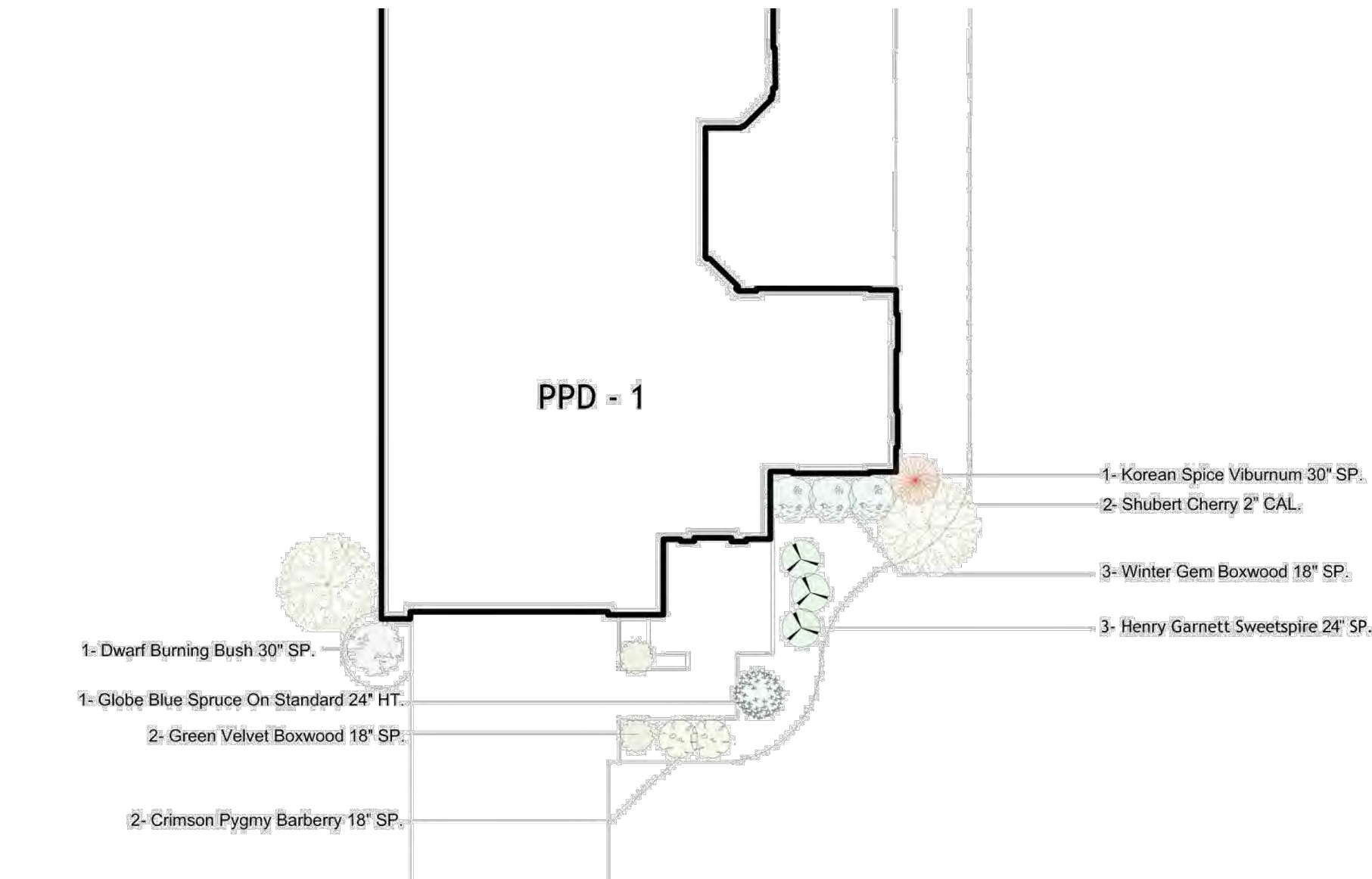
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SCALE: N.T.S.



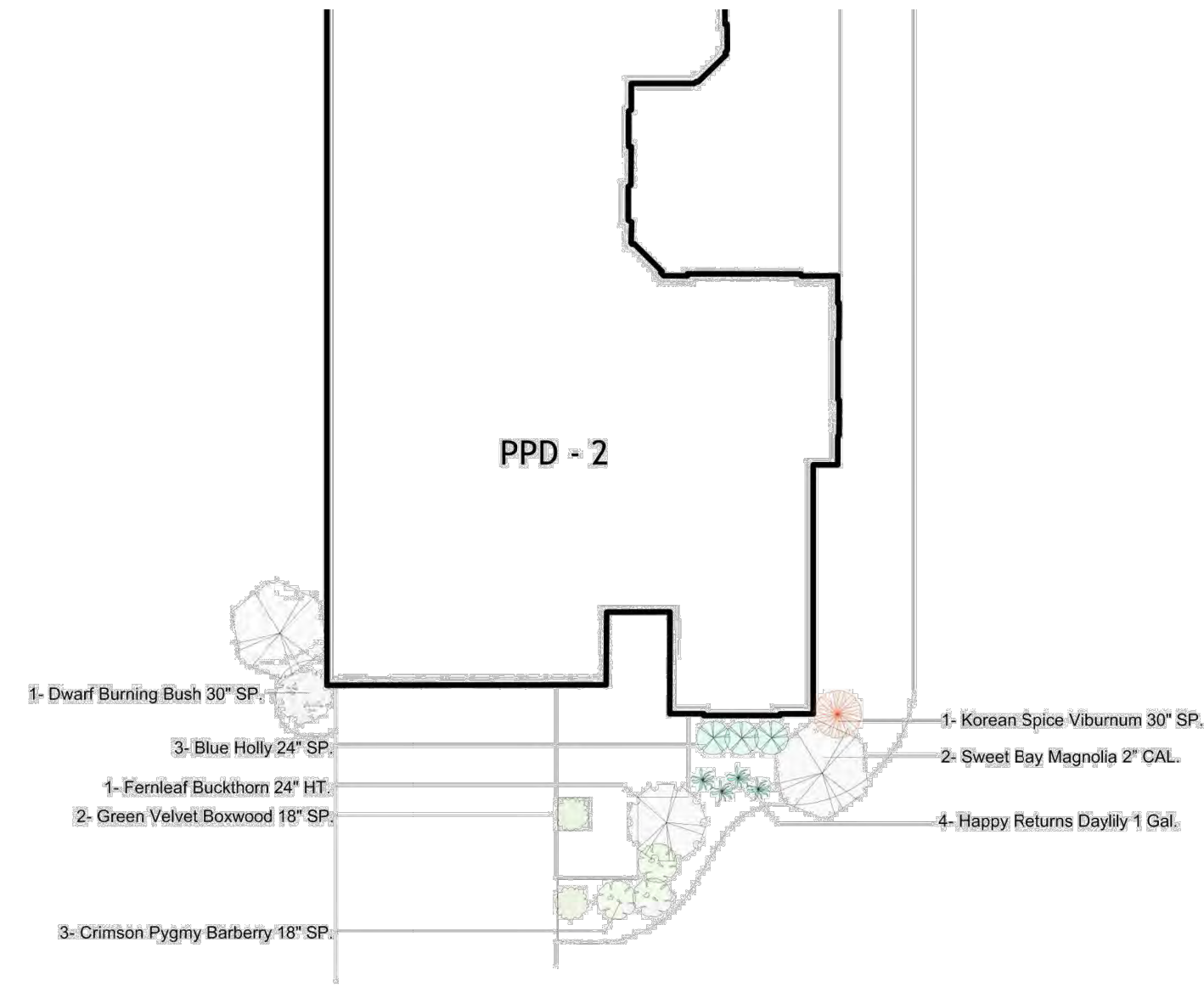
3 TORINO (DR-2) TYPICAL FRONT LANDSCAPE PLAN  
SCALE: N.T.S.



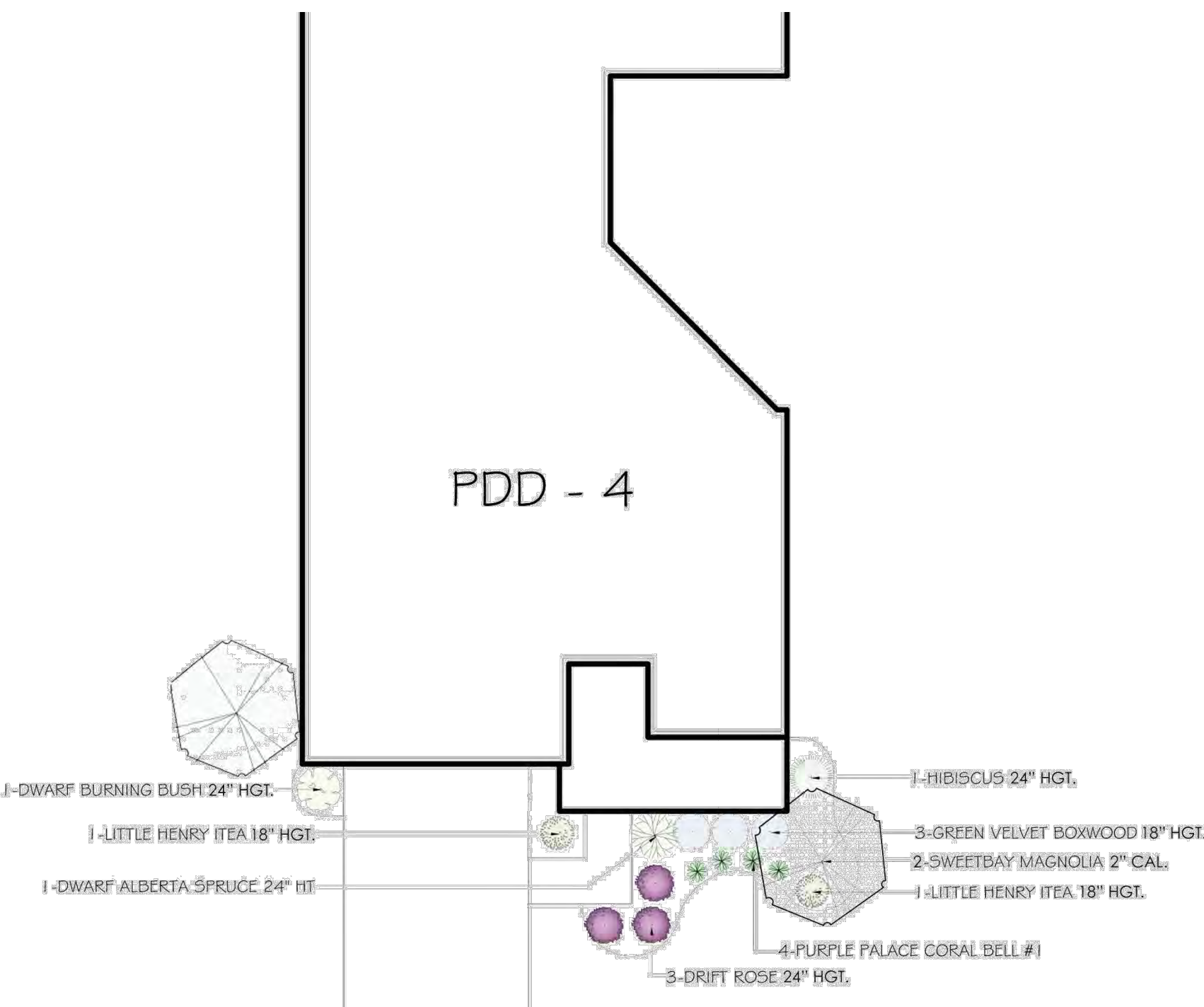
4 VERONA (DR-3) TYPICAL FRONT LANDSCAPE PLAN  
SCALE: N.T.S.



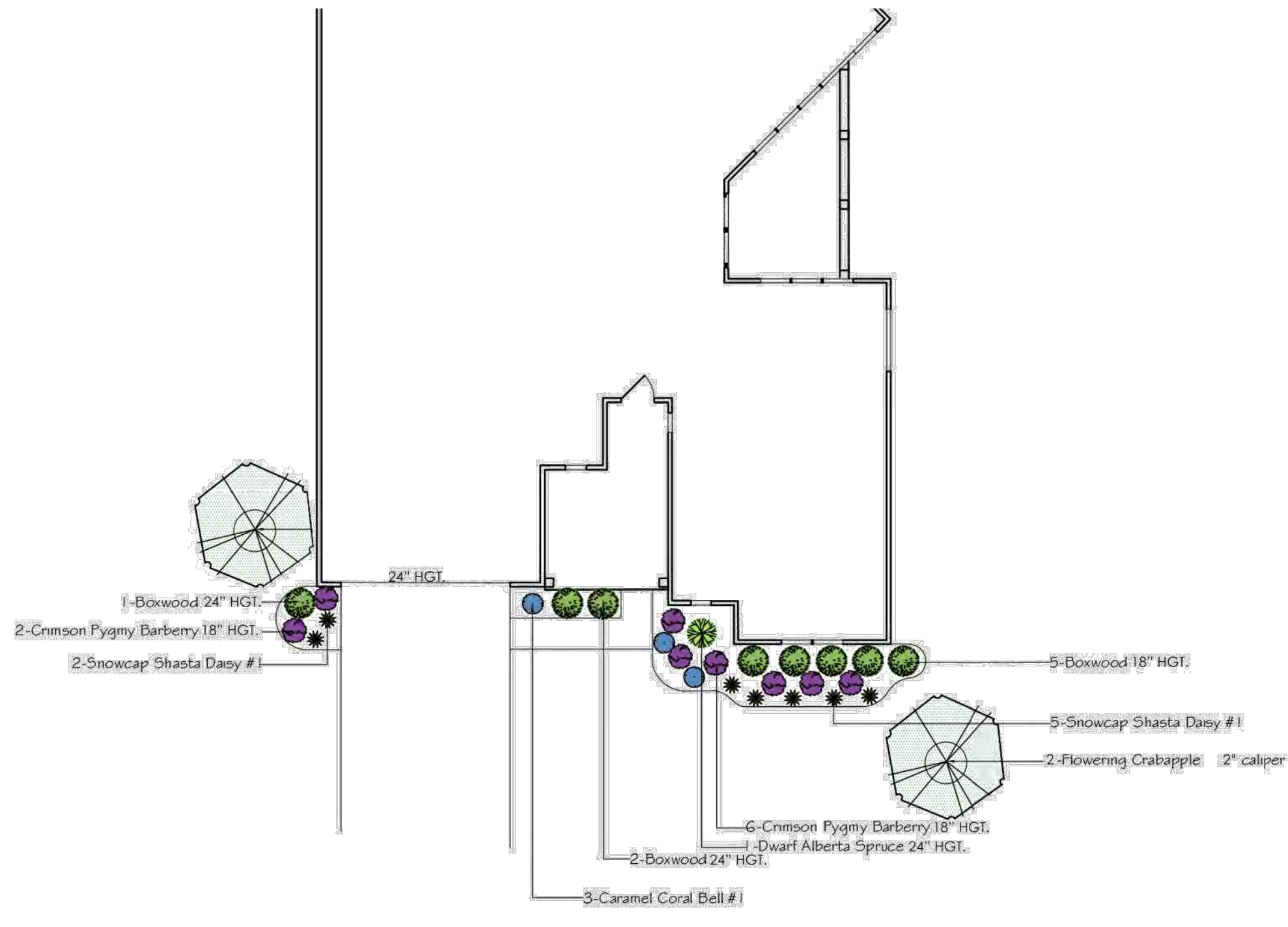
5 PALAZZO (D-1) TYPICAL FRONT LANDSCAPE PLAN  
SCALE: N.T.S.



6 PORTICO (D-2) TYPICAL FRONT LANDSCAPE PLAN  
SCALE: N.T.S.



7 PROMENADE (D-4) TYPICAL FRONT LANDSCAPE PLAN  
SCALE: N.T.S.



8 PROVENANCE (EL-1) TYPICAL FRONT LANDSCAPE PLAN  
SCALE: N.T.S.

\*\*ALL DWELLING UNITS SHALL HAVE 2 TREES PLANTED AS PART OF THE TYPICAL BUILDING LANDSCAPE PLANS, AND 1 TREE PLANTED ALONG THE STREET/SIDEWALK TO EQUAL A TOTAL OF 3 DWELLING UNIT TREES. THESE SHALL BE A MINIMUM OF 2" CALIPER, WITH A MAXIMUM OF 1 BEING MULTI-STEM.

\*\*CORNER LOTS SHALL INCLUDE AN ADDITIONAL FIVE 24" HGT SHRUBS ALONG SIDE ELEVATION FACING STREET.

\*\*SOD TO BE INSTALLED ON ALL UNITS AT FRONT, SIDE, AND AT LEAST 10' OFF THE BACK

| REVISIONS |  |
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TYPICAL BUILDING LANDSCAPE - SUBAREAS "A" & "B"

COURTYARDS AT HARRIS FARM  
PREPARED FOR EPCON INC  
500 STONEHENGE PARKWAY, DUBLIN OH 43017

**Paris Planning & Design**  
LAND PLANNING LANDSCAPE ARCHITECTURE  
4876 Cemetery Road Hilliard, OH 43026  
p (614) 467-1764 www.parisplanninganddesign.com

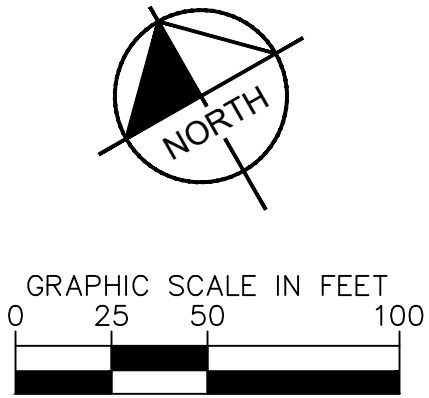
| DATE    | 04/23/24 |
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| PROJECT | 22079    |
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L-3



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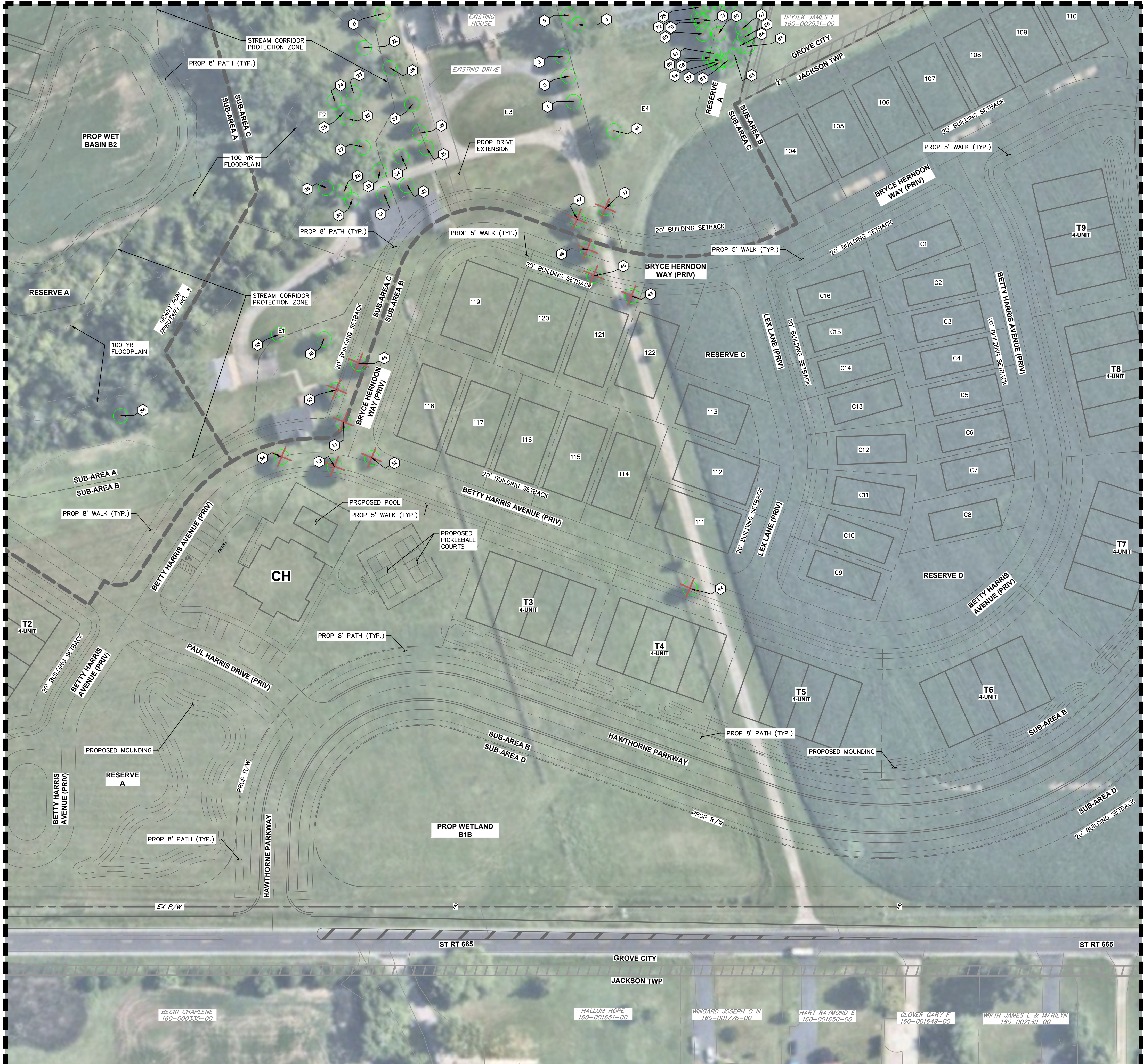


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| HARRIS PROPERTY<br>FINAL DEVELOPMENT PLAN<br>Sht 665 & BORROR ROAD<br>GROVE CITY, OH 43123 |  | TREE SURVEY                  |  | Kimley»Horn<br>© 2024 KIMLEY-HORN AND ASSOCIATES, INC.<br>7965 N. HIGH STREET, SUITE 200<br>COLUMBUS, OH 43235<br>PHONE 614-44-4699<br>WWW.KIMLEY-HORN.COM |  | No.           |  | REVISIONS        |  | DATE          |  | BY              |  | APR DATE |  | APR BY |  |
| ORIGINAL ISSUE:<br>03/18/2024                                                              |  | KHA PROJECT NO.<br>190017006 |  | SHEET NUMBER<br>1                                                                                                                                          |  | SCALE: 1"=50' |  | DESIGNED BY: TCU |  | DRAWN BY: DOM |  | CHECKED BY: MCR |  | No.      |  | No.    |  |

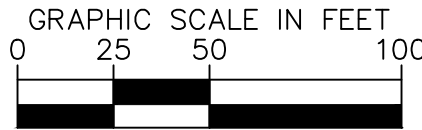
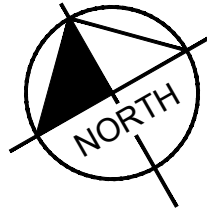


Drawing name: K:\GIS\_LIVE\190017006\_Cornelius\_Horns\_Property\_Grove\_City\2\_Design\CAD\Exhibit\Tree\_survey.dwg    Layout: (2)    Apr 24, 2024    8:02pm    by: Tyler Jackson  
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MATCHLINE - SEE SHEET 1



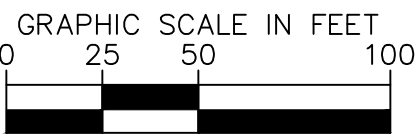
MATCHLINE - SEE SHEET 3



Received By:  
Grove City Development  
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|                                                                                           |  |                              |  |                                                                                                                                                              |  |               |  |                  |  |               |  |                 |  |     |  |           |  |      |  |    |  |          |  |        |  |
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| HARRIS PROPERTY<br>FINAL DEVELOPMENT PLAN<br>SR 665 & BORROR ROAD<br>GROVE CITY, OH 43123 |  | TREE SURVEY                  |  | Kimley»Horn<br>© 2024 KIMLEY-HORN AND ASSOCIATES, INC.<br>7965 N. HIGH STREET, SUITE 200<br>COLUMBUS, OH 43235<br>PHONE: 614-444-6699<br>WWW.KIMLEY-HORN.COM |  |               |  |                  |  |               |  |                 |  |     |  |           |  |      |  |    |  |          |  |        |  |
| ORIGINAL ISSUE:<br>03/18/2024                                                             |  | KHA PROJECT NO.<br>190017006 |  | SHEET NUMBER<br><br>2                                                                                                                                        |  | SCALE: 1"=50' |  | DESIGNED BY: TGI |  | DRAWN BY: DDM |  | CHECKED BY: MCF |  | No. |  | REVISIONS |  | DATE |  | BY |  | APR DATE |  | APR BY |  |
|                                                                                           |  |                              |  |                                                                                                                                                              |  |               |  |                  |  |               |  |                 |  |     |  |           |  |      |  |    |  |          |  |        |  |
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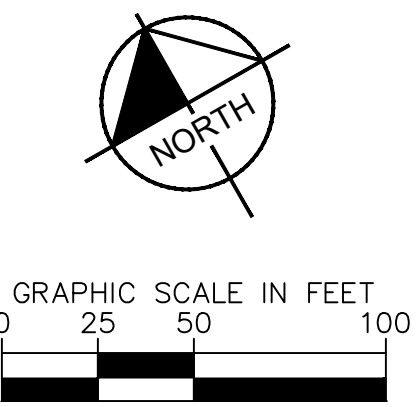
Drawing name: K:\CLB\_DEV\190017006\_Ciminelio\_Harris\_Property\_Grove\_City\2 Design\CAD\Exhibits\res survey.dwg      Layout1 (5)      Apr 24, 2024      8:02pm      by Tyler Jackson

**MATCHLINE - SEE SHEET 4**



## NOTES

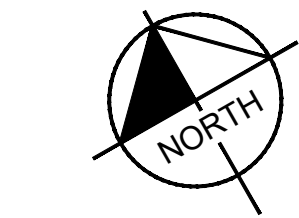
1. TREES TO BE REMOVED WILL BE OFFICIALLY BE DETERMINED AFTER RECEIVING FINAL TOPOGRAPHIC INFORMATION.



|                               |  |  |  |  |                                         |
|-------------------------------|--|--|--|--|-----------------------------------------|
| <b>HARRIS PROPERTY</b>        |  |  |  |  | <b>Kimley»Horn</b>                      |
| <b>FINAL DEVELOPMENT PLAN</b> |  |  |  |  | © 2024 KIMLEY-HORN AND ASSOCIATES, INC. |
| <b>TREE SURVEY</b>            |  |  |  |  | 7665 N. HIGH STREET, SUITE 200          |
|                               |  |  |  |  | COLUMBUS, OH 43235                      |
|                               |  |  |  |  | PHONE: 614.881.2669                     |
|                               |  |  |  |  | WWW.KIMLEY-HORN.COM                     |
| ORIGINAL ISSUE:<br>03/18/2024 |  |  |  |  | No.                                     |
| KHA PROJECT NO.<br>190017006  |  |  |  |  | REVISIONS                               |
| SHEET NUMBER<br><b>5</b>      |  |  |  |  | DATE                                    |
|                               |  |  |  |  | BY                                      |
|                               |  |  |  |  | APR DATE                                |
|                               |  |  |  |  | APR BY                                  |



Drawing name: K:\CIB\_LIVE\190017006\_Gmmlwls\_Horns\_Property\_Grove\_City\2\_Design\CAD\Exhibit\Tree survey.dwg Layout: 1 (NOT IN SHEET SET) Apr 24, 2024 8:02pm by: Vye-Jackson  
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



GRAPHIC SCALE IN FEET  
0 75 150 300

|                                                                                           |  |                        |  |                                                                                                                                                             |  |          |  |
|-------------------------------------------------------------------------------------------|--|------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------|--|
| HARRIS PROPERTY<br>FINAL DEVELOPMENT PLAN<br>SR 665 & BORROR ROAD<br>GROVE CITY, OH 43123 |  | OVERALL<br>TREE SURVEY |  | Kimley»Horn<br>© 2024 KIMLEY-HORN AND ASSOCIATES, INC.<br>7965 N. HIGH STREET, SUITE 200<br>COLUMBUS, OH 43235<br>PHONE 614-444-4699<br>WWW.KIMLEY-HORN.COM |  | No.      |  |
| ORIGINAL ISSUE:<br>03/18/2024                                                             |  | DESIGNED BY: TCU       |  | SCALE: 1"=150'                                                                                                                                              |  | BY       |  |
| KHA PROJECT NO.<br>190017006                                                              |  | DRAWN BY: DOM          |  | CHECKED BY: MCR                                                                                                                                             |  | DATE     |  |
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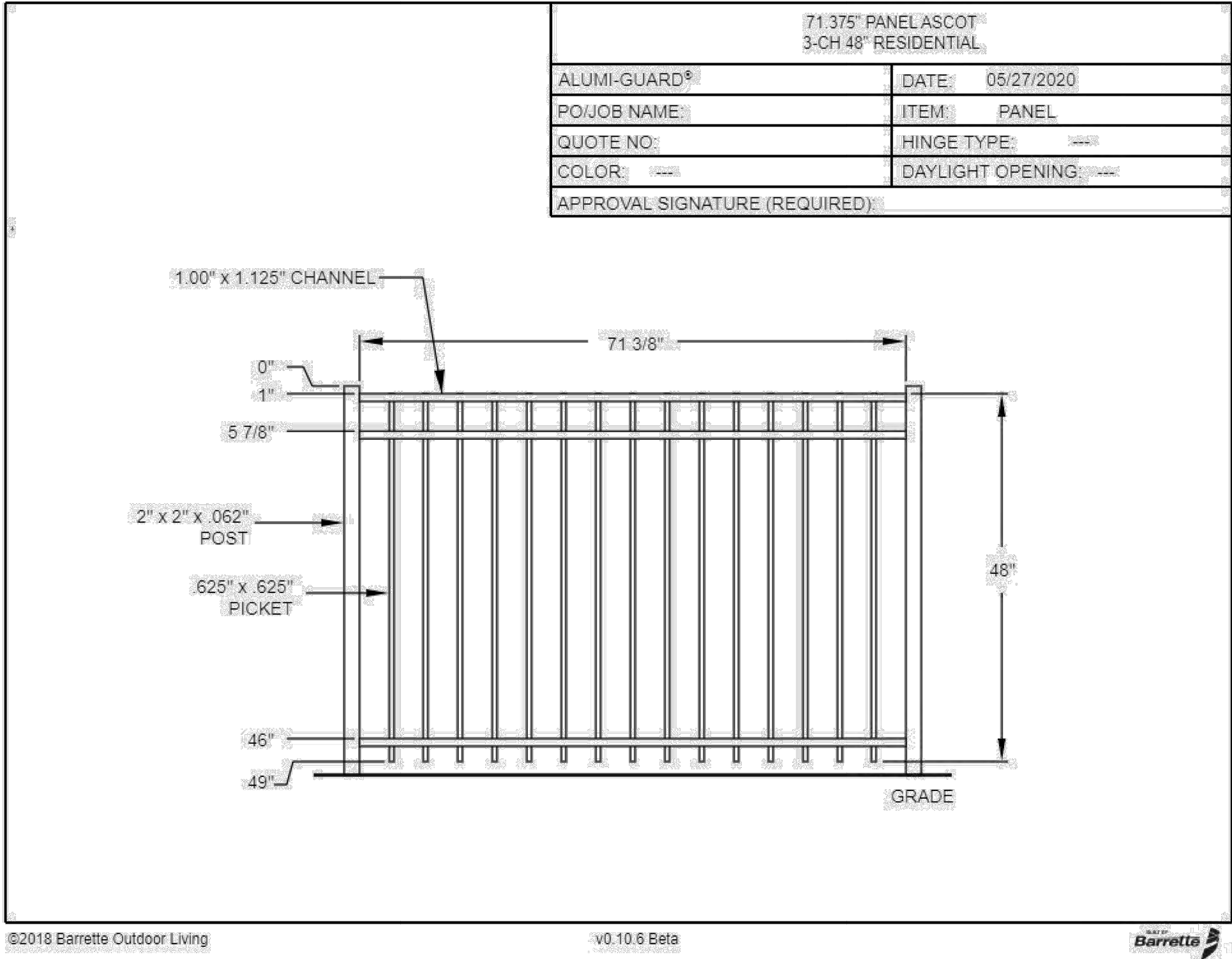




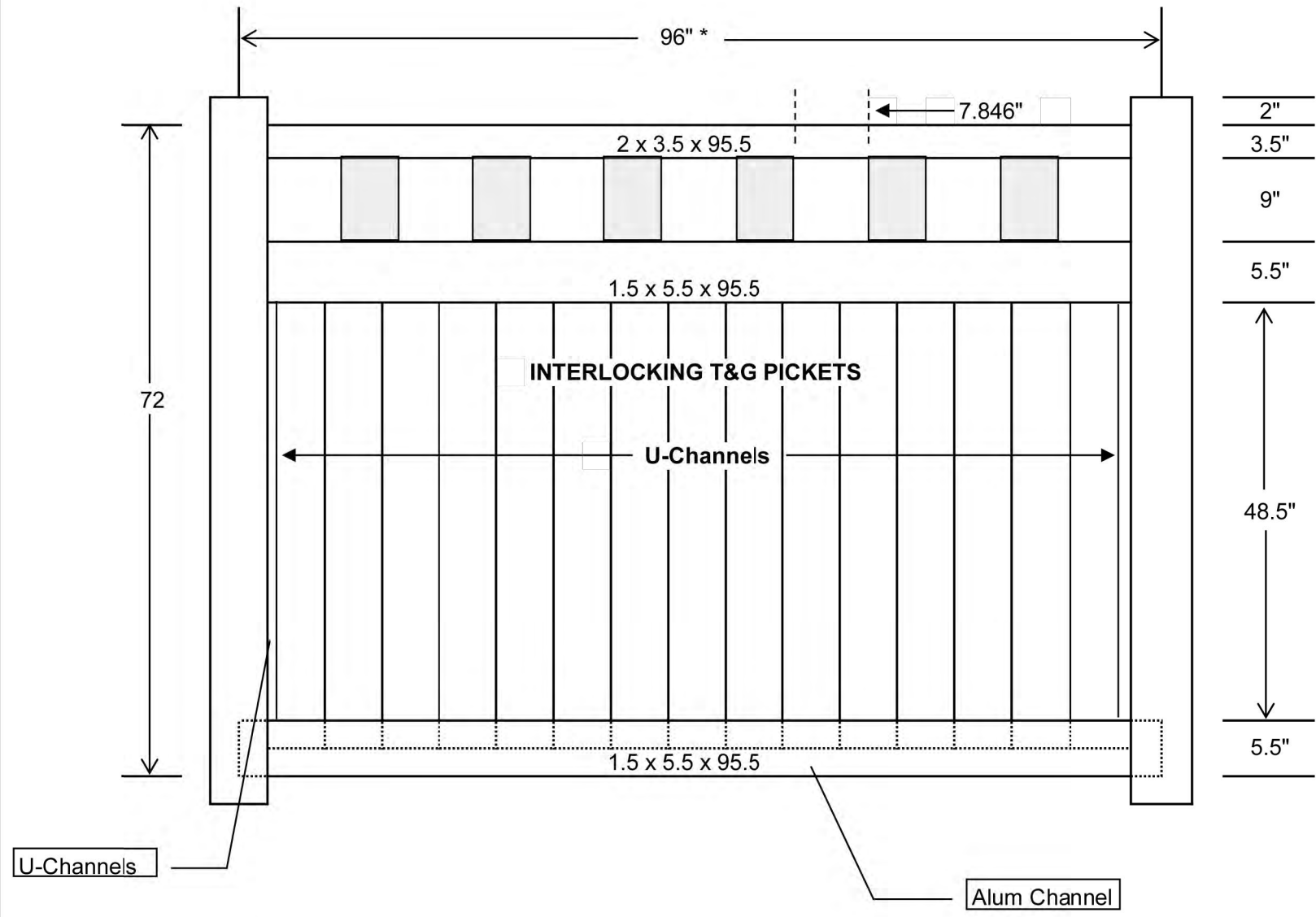




1 4' ALUMINUM FENCE  
SCALE:N.T.S.



2 6' VIEW TOP VINYL PRIVACY FENCE  
SCALE:N.T.S.



Received By:  
Grove City Development  
4/24/24

REVISIONS

TYPICAL FENCING  
OPTIONS -  
SUBAREAS "A" & "B"

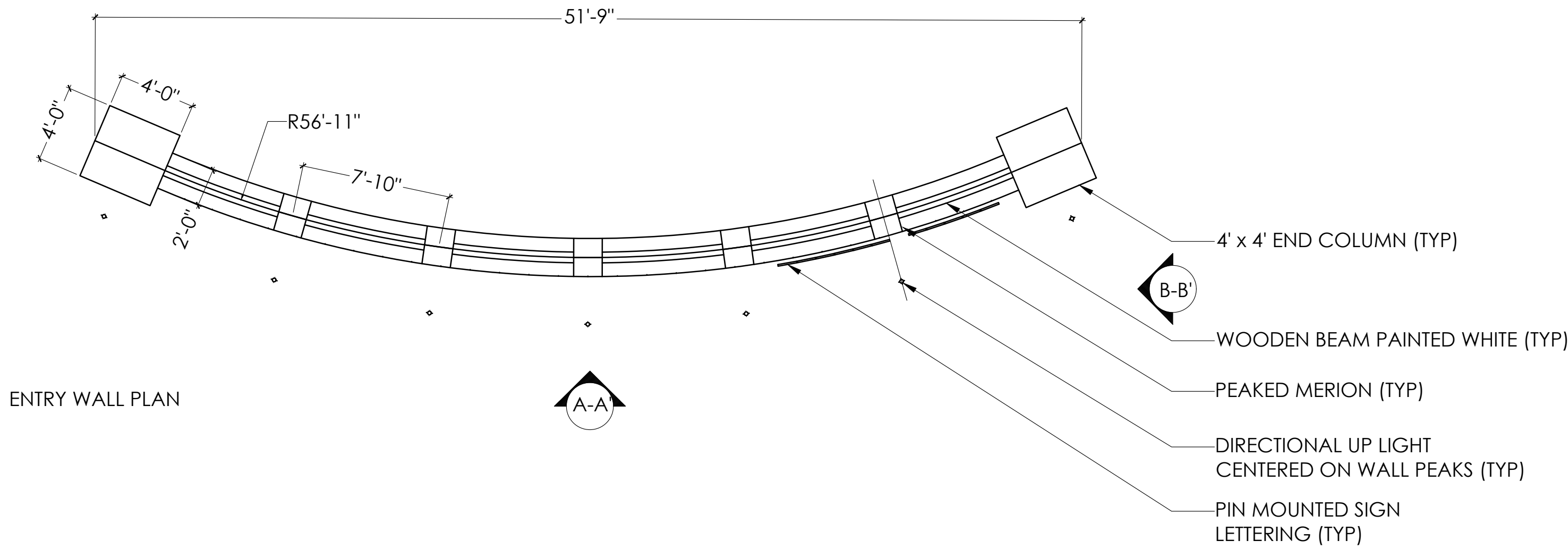
COURTYARDS AT  
HARRIS FARM  
PREPARED FOR  
EPCON INC  
500 STONEHENGE PARKWAY, DUBLIN OH 43017

Paris Planning & Design  
LAND PLANNING LANDSCAPE ARCHITECTURE  
4876 Cemetery Road  
p. 614.467.1764  
www.parisplanninganddesign.com  
Hilliard, OH 43026

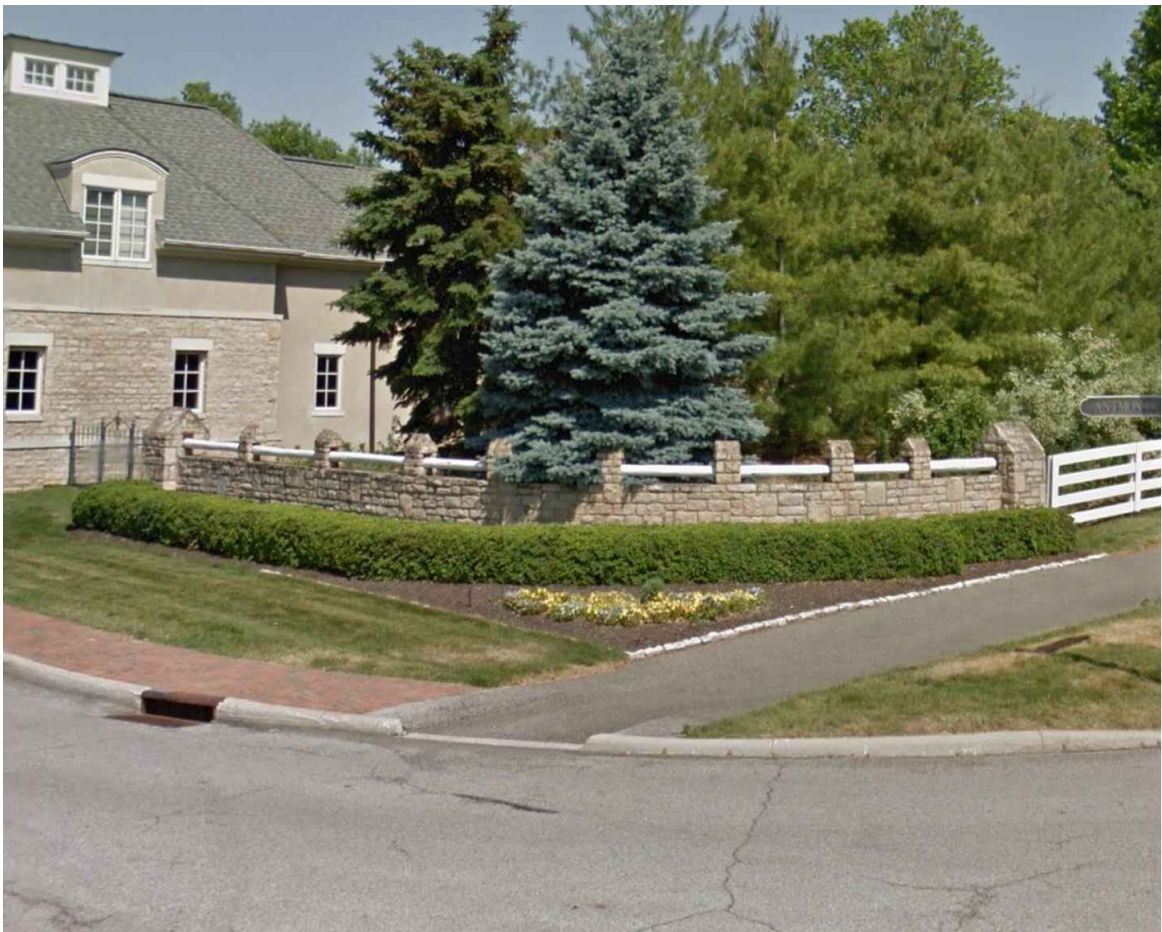
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| DATE    | 04/23/24 |
| PROJECT | 22079    |
| SHEET   |          |

L-3.1

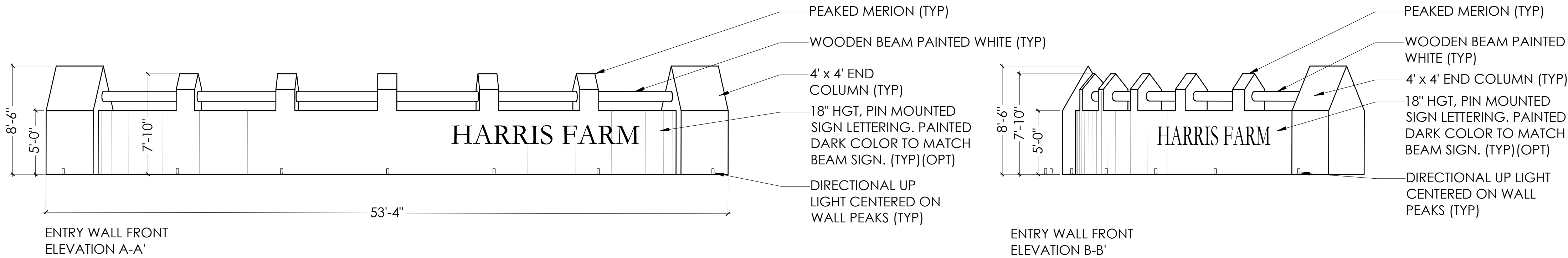




ENTRY WALL PLAN



NOTE: WALL TO BE MASONRY BLOCK WALL WITH A CULTURED LIMESTONE VENEER. CONSULT STRUCTURAL ENGINEER FOR FOOTER AND STRUCTURAL SPECIFICATIONS.

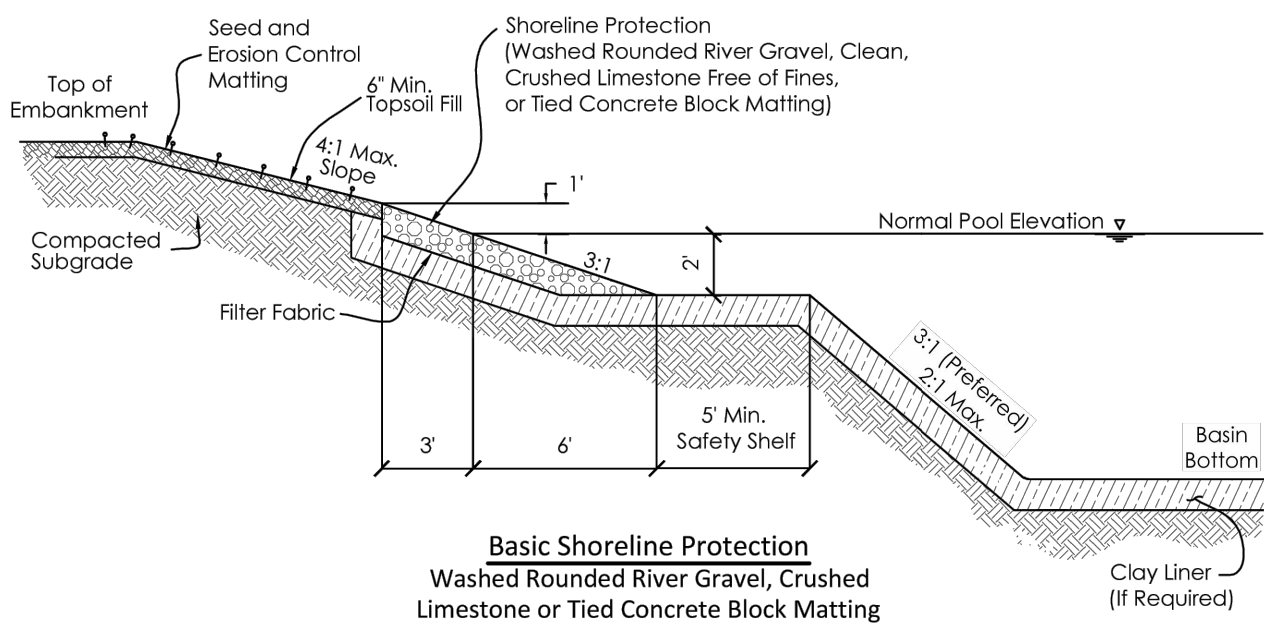


ENTRY WALL FRONT ELEVATION A-A'

ENTRY WALL FRONT ELEVATION B-B'

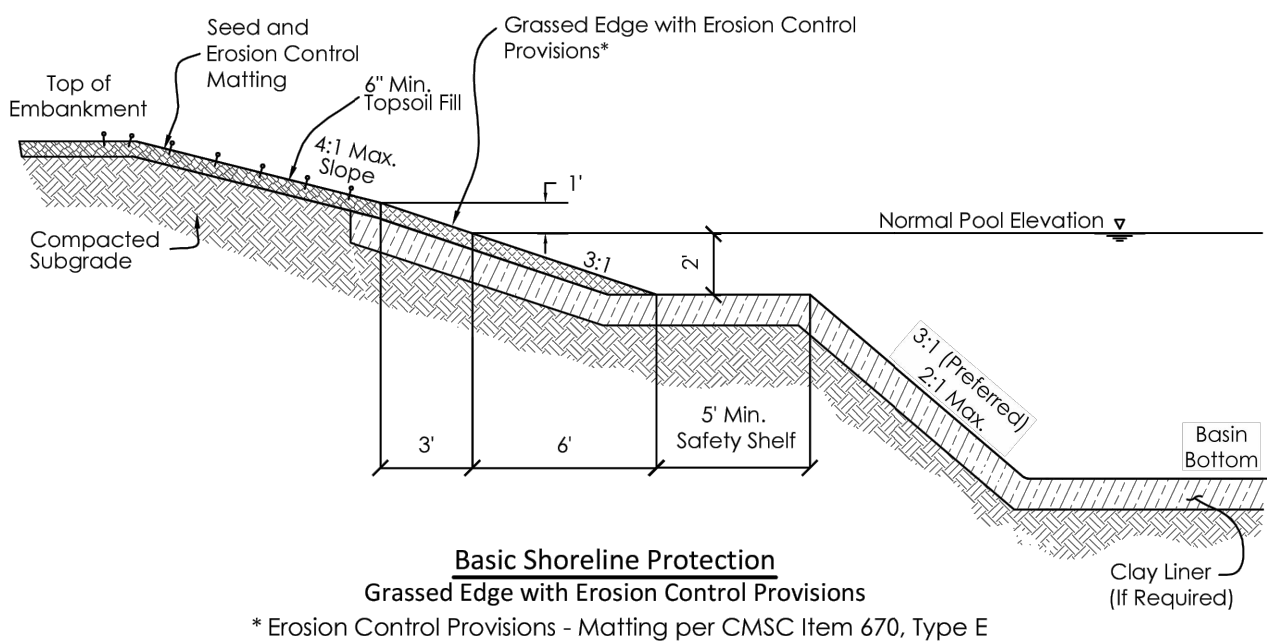
### 1 MAIN ENTRY WALL

N.T.S.



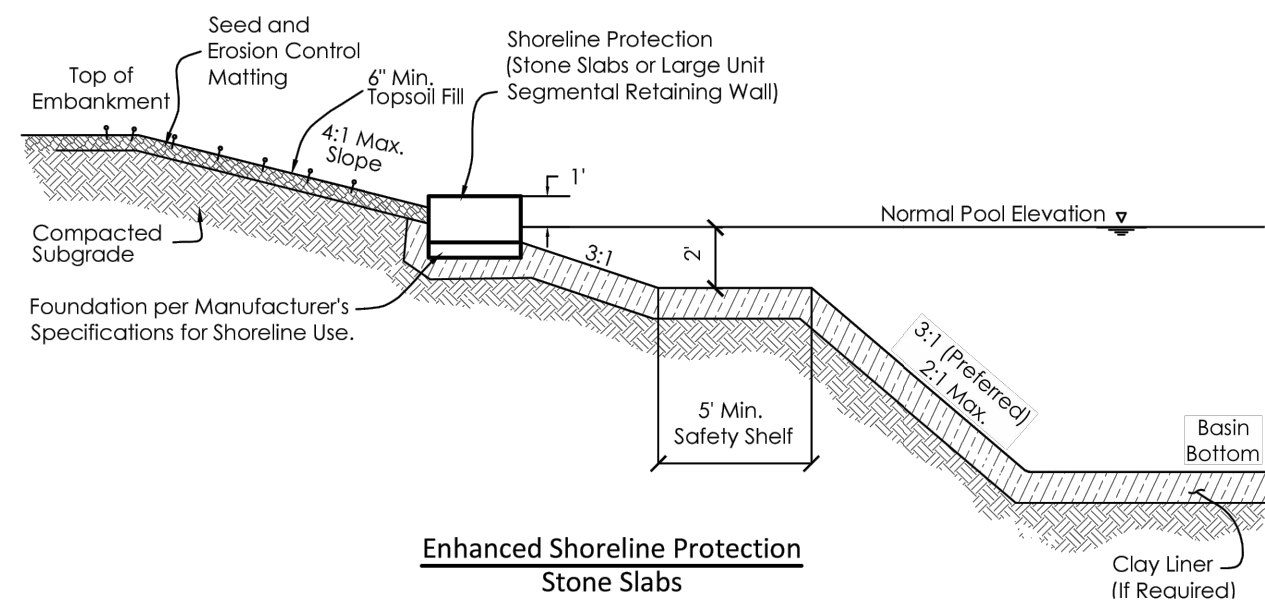
### 5 BASIC SHORELINE PROTECTION - GRAVEL

SCALE: N.T.S.  
(FROM GROVE CITY STORMWATER DESIGN MANUAL)



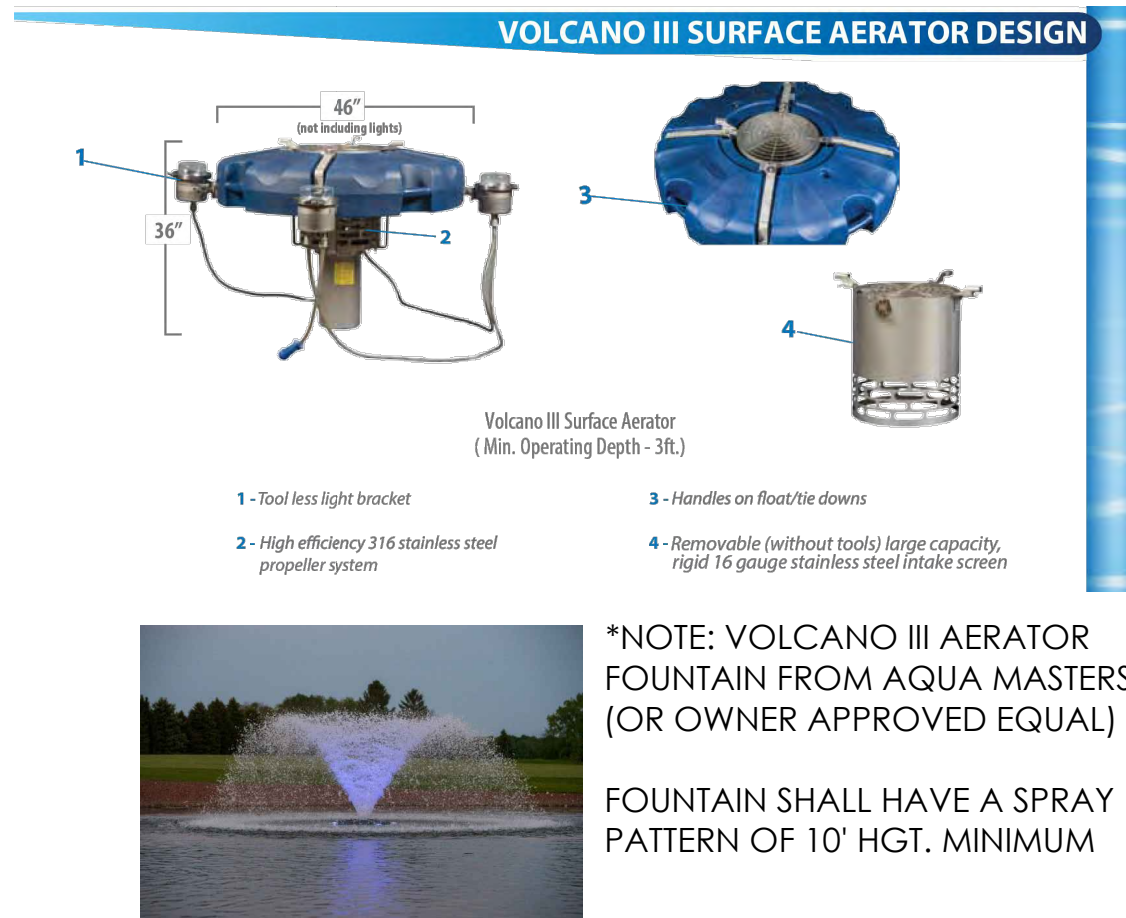
### 4 BASIC SHORELINE PROTECTION - GRASSED EDGE

SCALE: N.T.S.  
(FROM GROVE CITY STORMWATER DESIGN MANUAL)

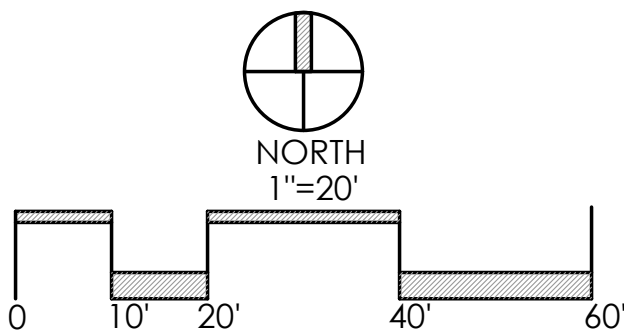


### 3 ENHANCED SHORELINE PROTECTION

SCALE: N.T.S.  
(FROM GROVE CITY STORMWATER DESIGN MANUAL)



### 2 AERATOR FOUNTAIN (OR OWNER APPROVED EQUAL)



#### REVISIONS

#### SITE DETAILS - ALL SUBAREAS

#### COURTYARDS AT HARRIS FARM

PREPARED FOR  
EPCON INC  
500 STONEHENGE PARKWAY, DUBLIN OH 43017

#### Faris Planning & Design

LAND PLANNING  
LANDSCAPE ARCHITECTURE  
Hilliard, OH 43026  
p. 614.467.1764  
www.farisplanninganddesign.com

DATE 04/23/24

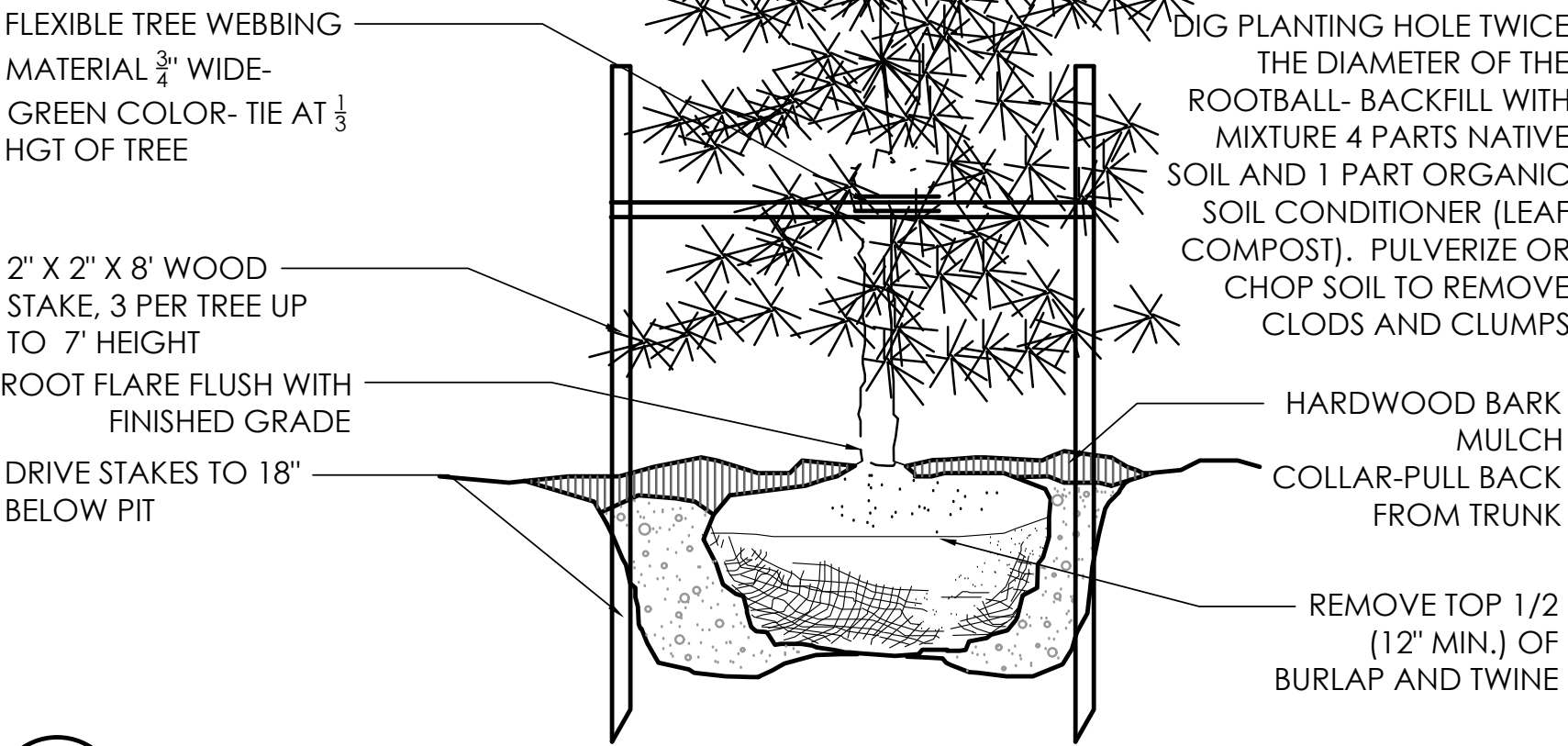
PROJECT 22079

SHEET

L-4

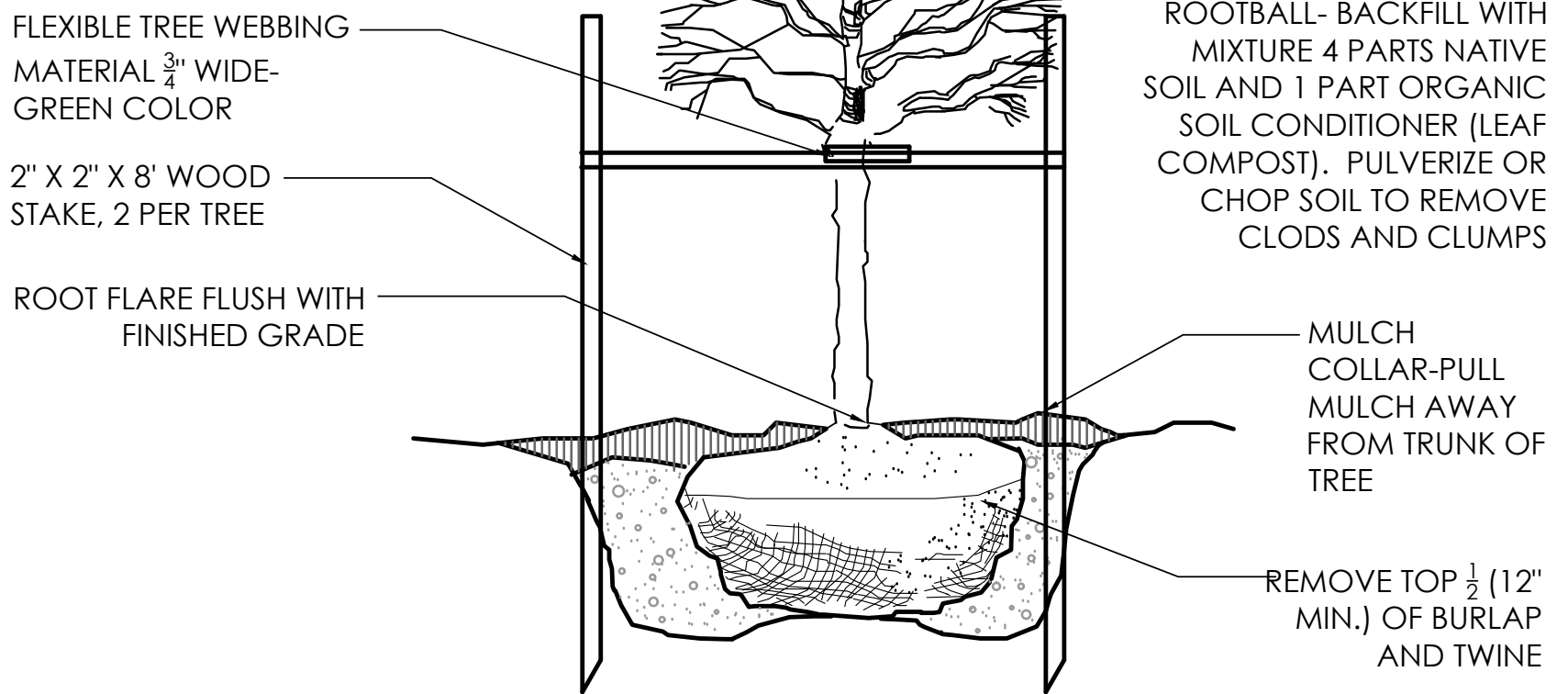


NOTE:  
THE AMOUNT OF TREE AND SHRUB PRUNING SHALL BE LIMITED TO THE MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS & BRANCHES. RETAIN NORMAL SHAPE. PLANT TREES AND EVERGREENS SO THE ROOT FLARE IS 2'- 3" ABOVE FINISH GRADE.



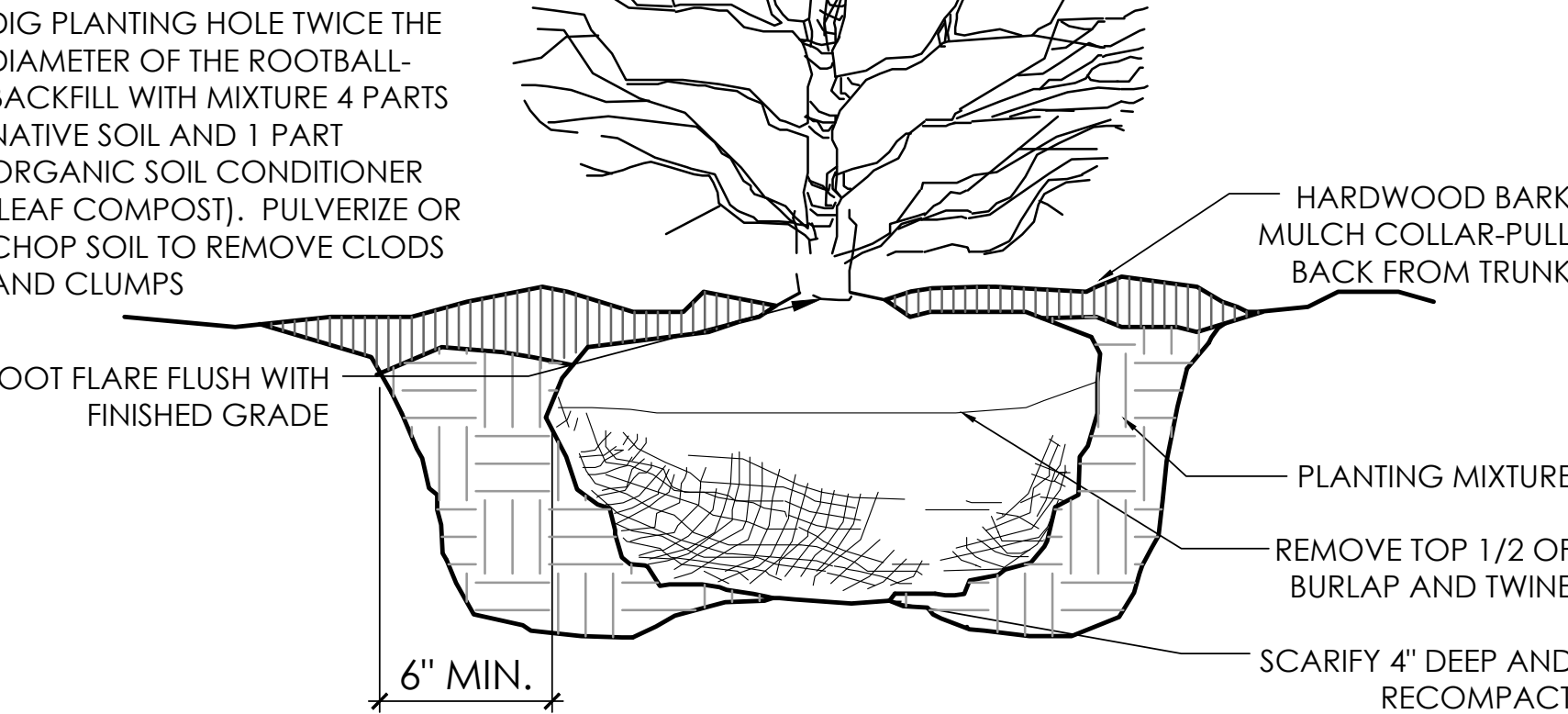
3 EVERGREEN TREE UNDER 7' HGT. N.T.S. 01-1100

NOTE:  
THE AMOUNT OF TREE AND SHRUB PRUNING SHALL BE LIMITED TO THE MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS & BRANCHES. RETAIN NORMAL SHAPE. PLANT TREES AND EVERGREENS SO THE ROOT FLARE IS 2'- 3" ABOVE FINISH GRADE

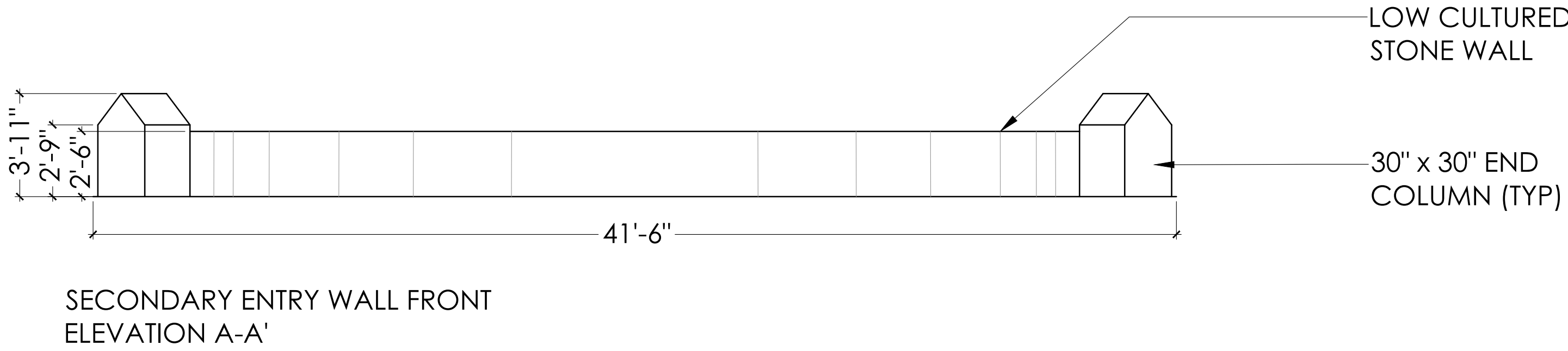
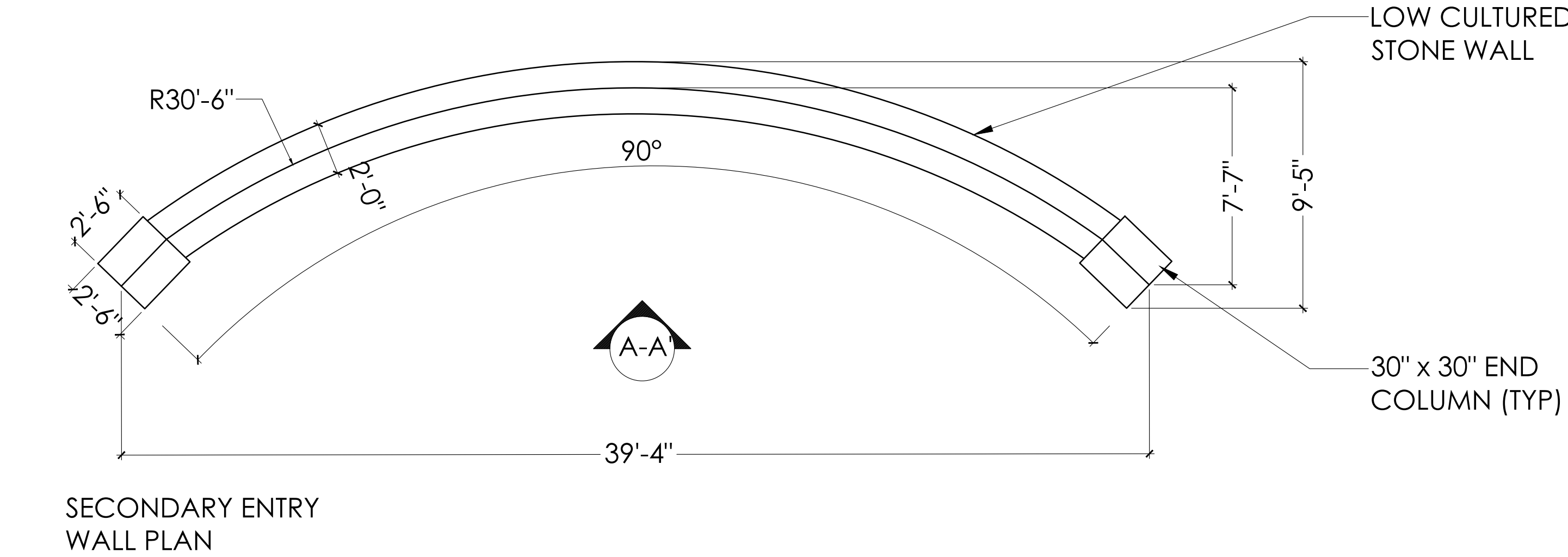


4 DECIDUOUS TREE N.T.S. 01-1001

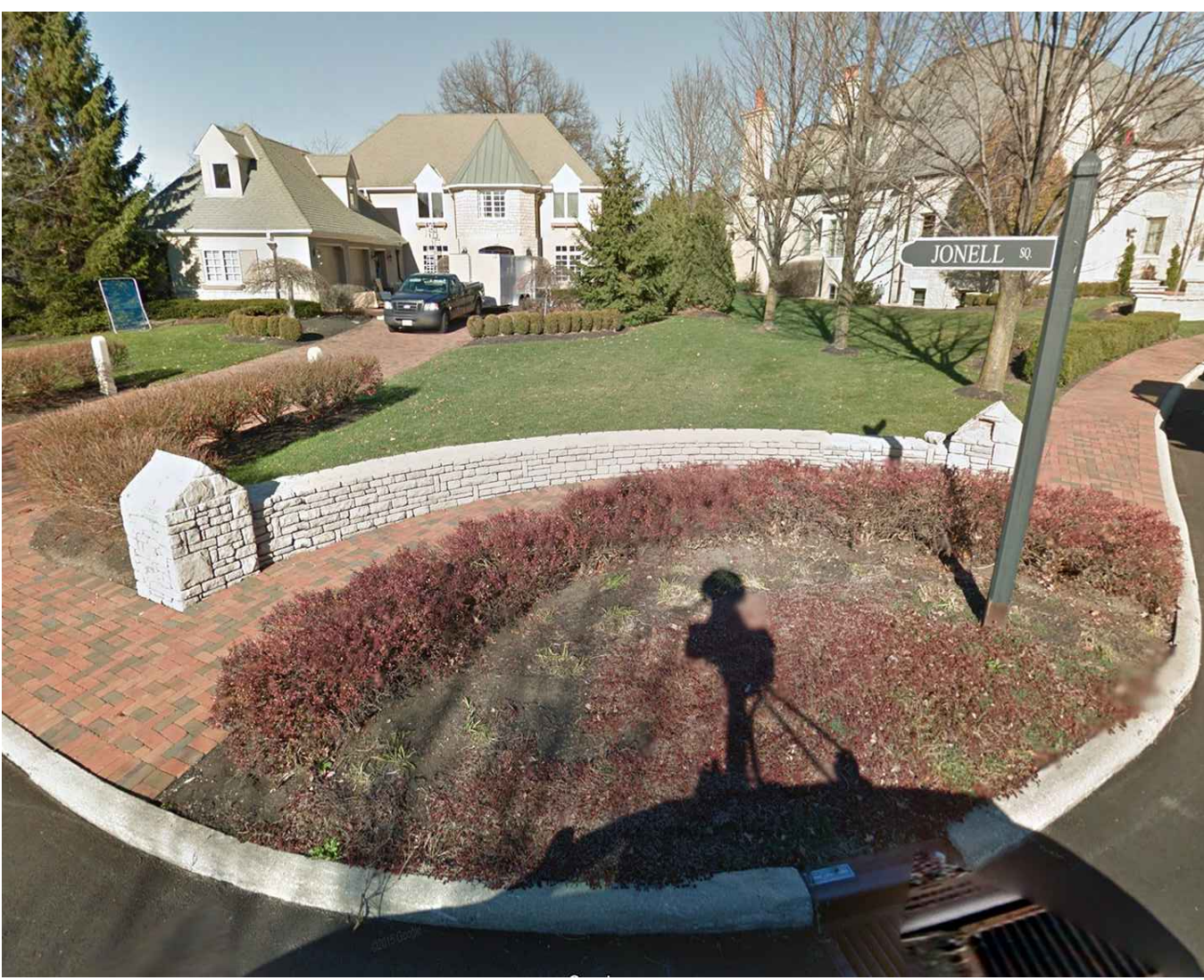
NOTE:  
THE AMOUNT OF TREE AND SHRUB PRUNING SHALL BE LIMITED TO THE MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS & BRANCHES. RETAIN NORMAL SHAPE. REMOVE EXCESS SOIL FROM THE TOP OF ROOT MASS. PLANT SHRUBS WITH TOP OF ROOT MASS AT FINISH GRADE.



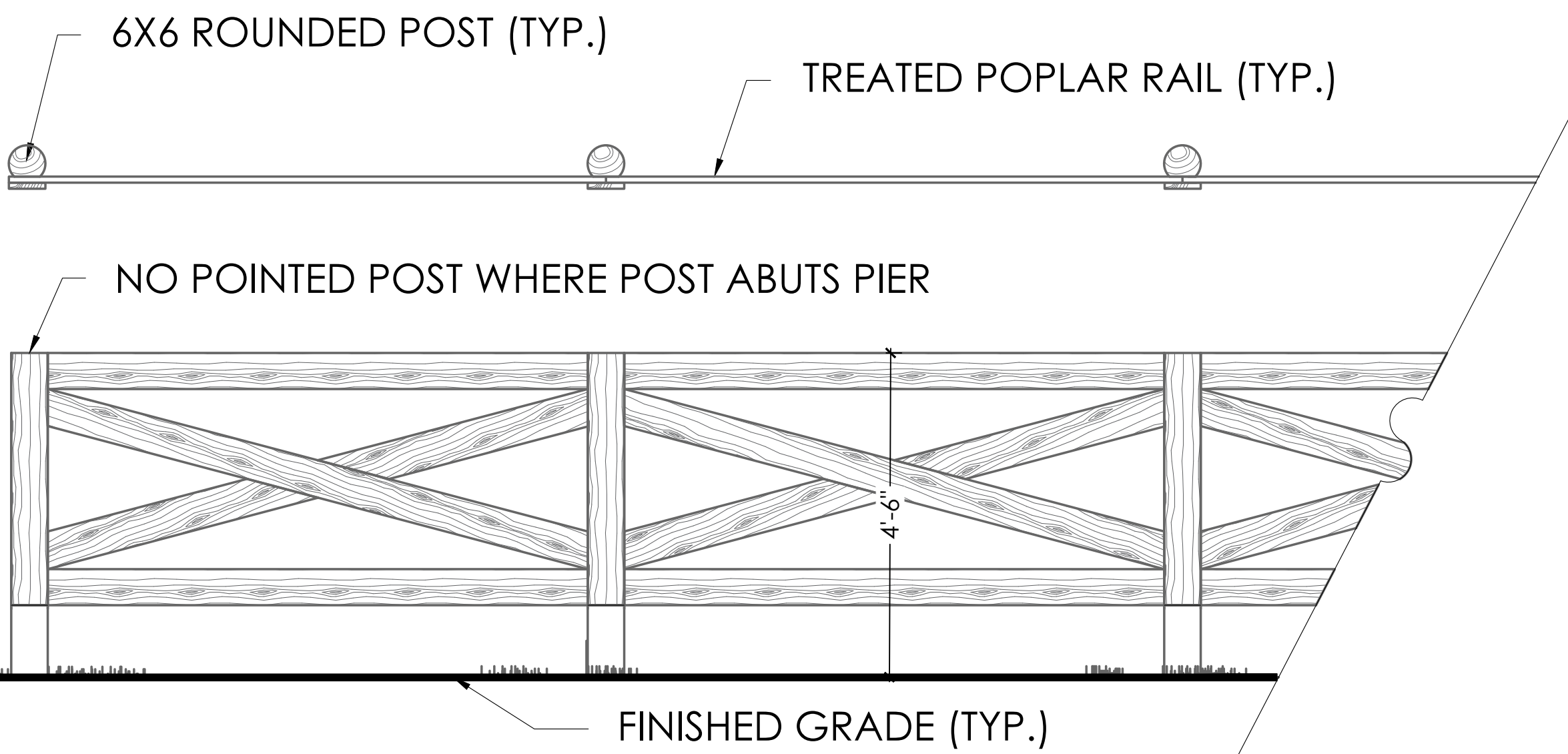
5 SHRUB PLANTING DETAIL N.T.S. 01-1300



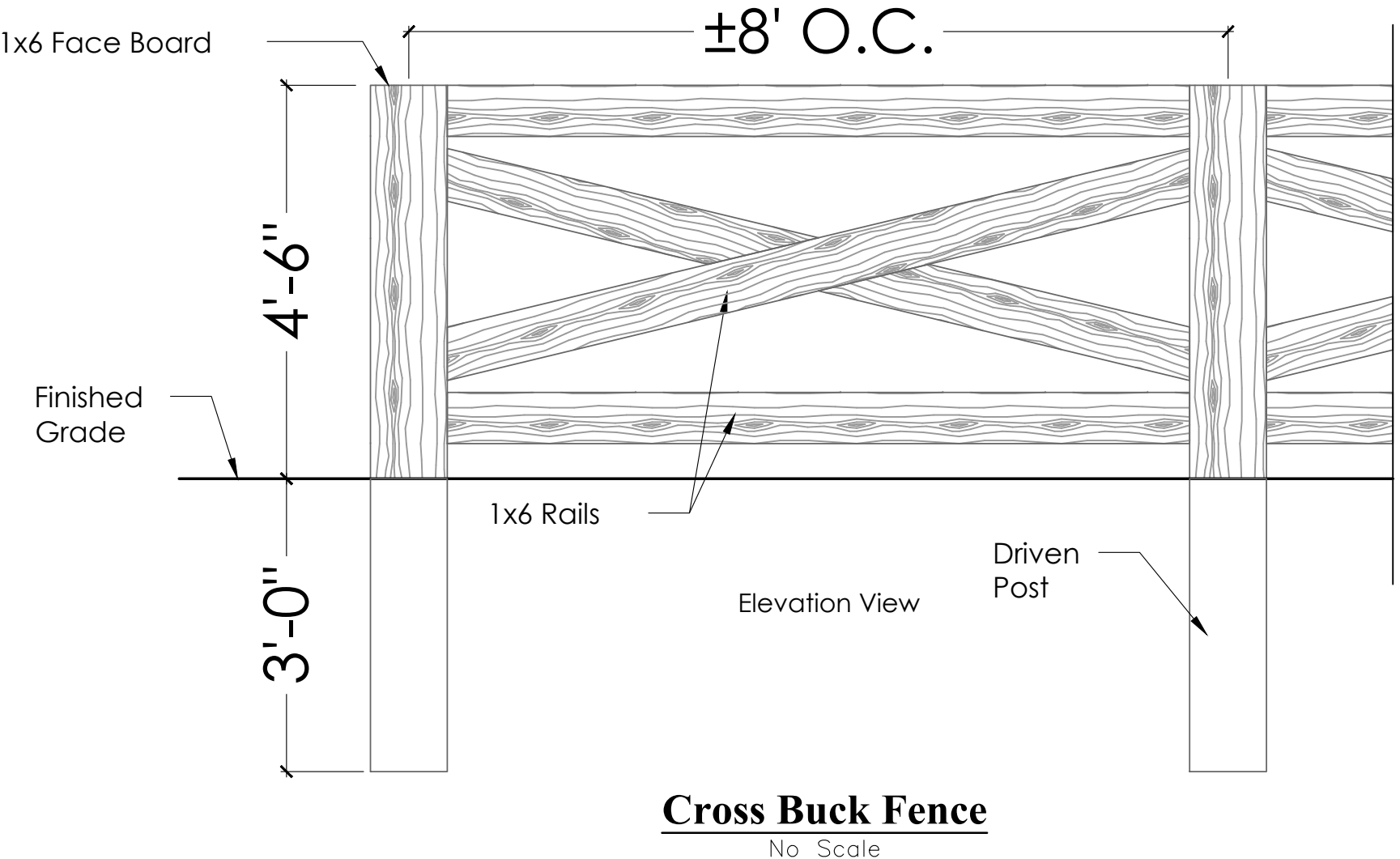
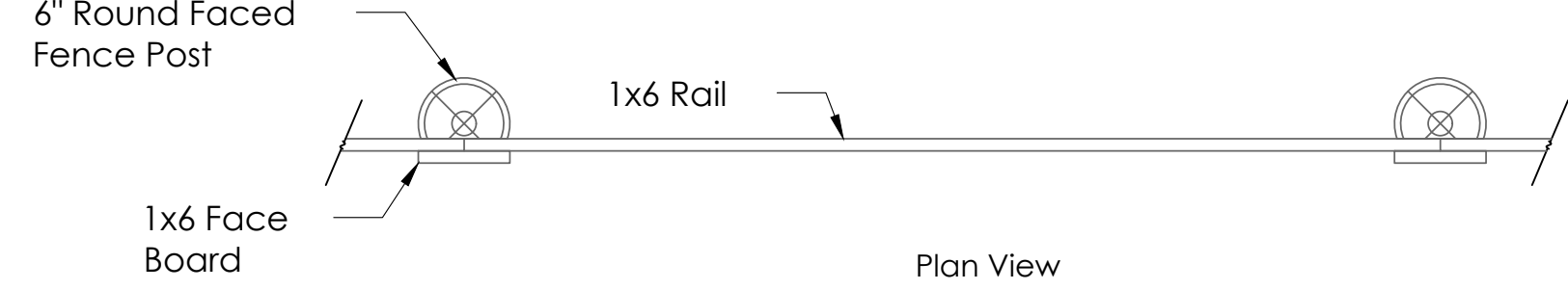
1 LOW SECONDARY ENTRY WALL N.T.S.



NOTE: WALL TO BE MASONRY BLOCK WALL WITH A CULTURED LIMESTONE VENEER. CONSULT STRUCTURAL ENGINEER FOR FOOTER AND STRUCTURAL SPECIFICATIONS.



2 CROSS BUCK FENCE (PAINTED WHITE) SCALE: N.T.S.



Cross Buck Fence No Scale

| REVISIONS |  |
|-----------|--|
|           |  |
|           |  |
|           |  |
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SITE DETAILS - ALL SUBAREAS

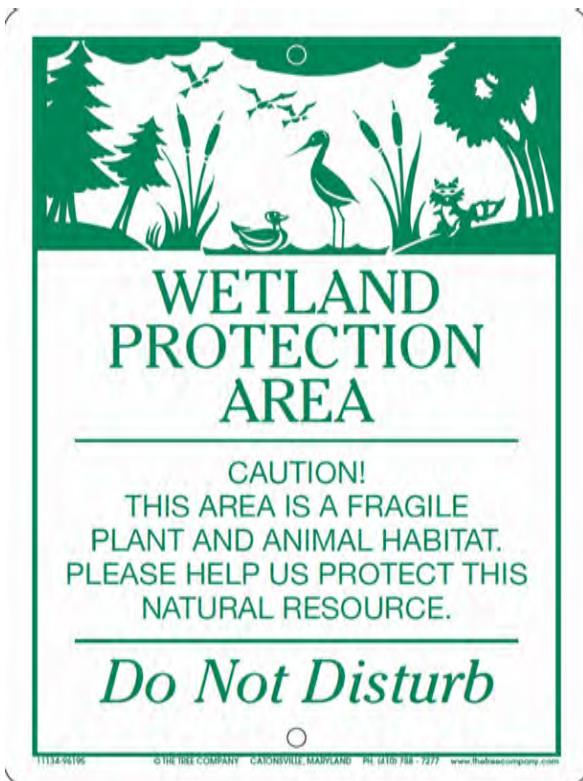
COURTYARDS AT HARRIS FARM  
PREPARED FOR  
EPCON INC  
500 STONEHENGE PARKWAY, DUBLIN OH 43017

Faris Planning & Design  
LAND PLANNING LANDSCAPE ARCHITECTURE  
4876 Cemetery Road  
p 614.467.1964  
www.farisplanninganddesign.com  
Hilliard, OH 43026

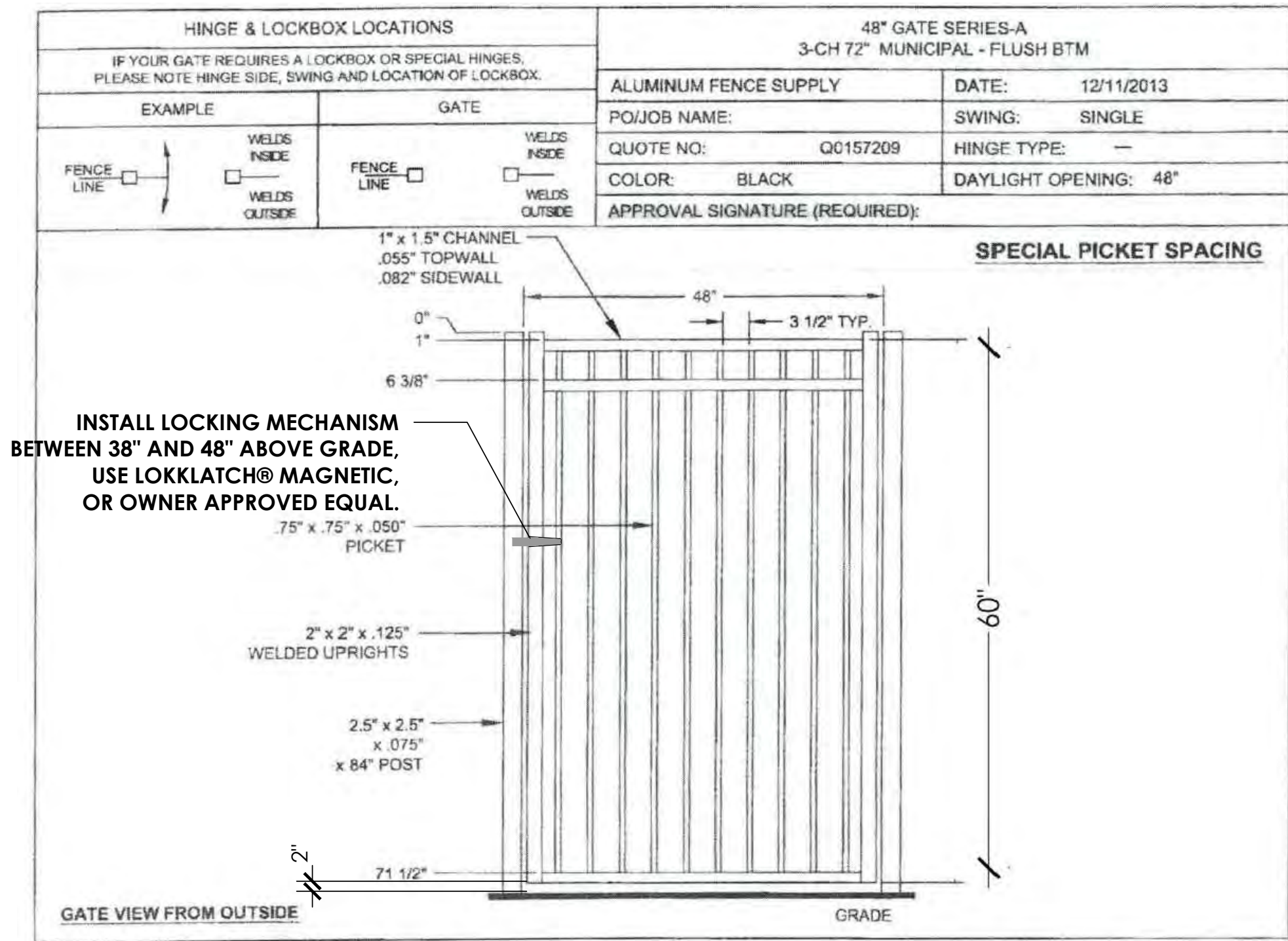
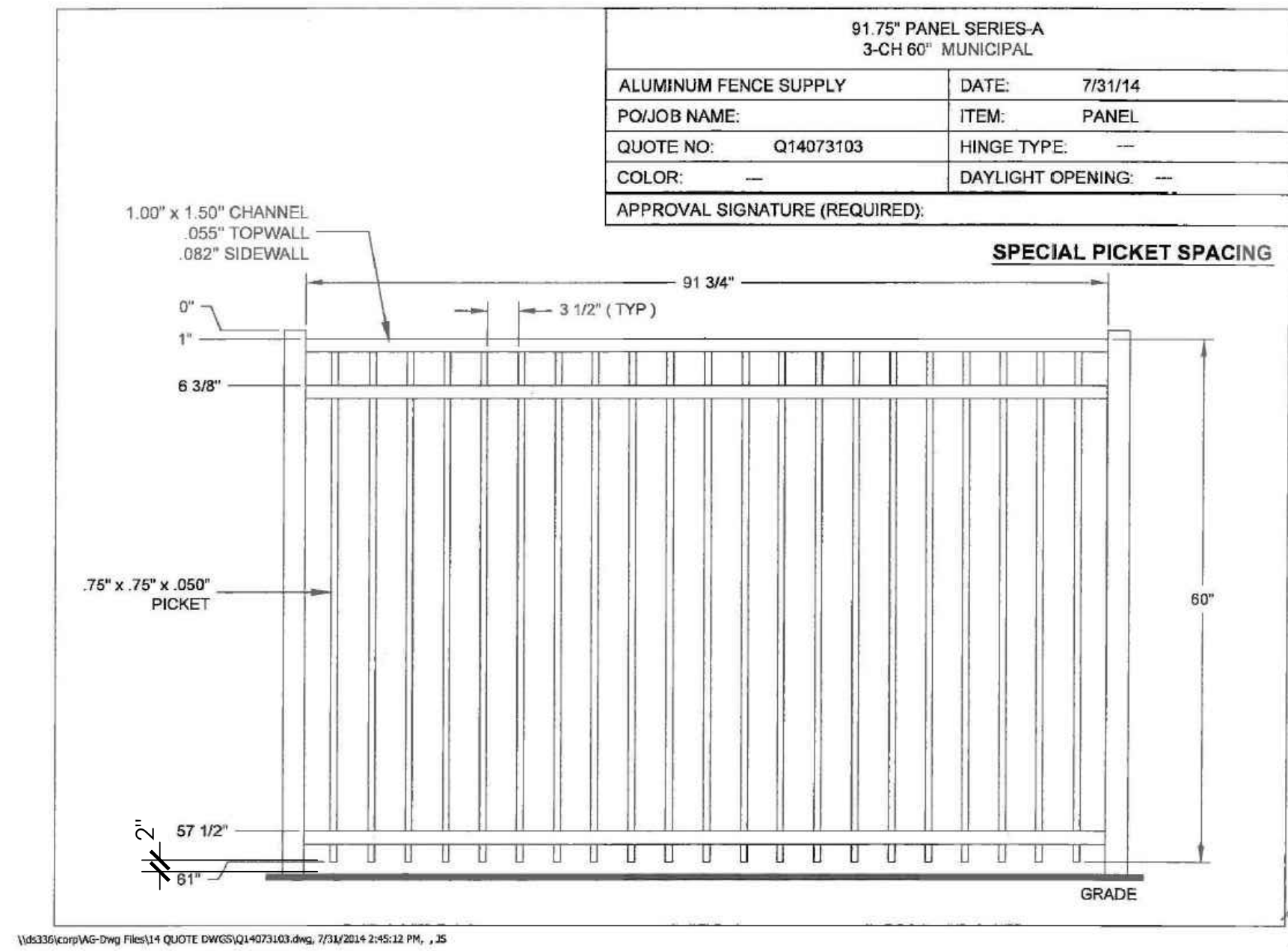
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| DATE    | 04/23/24 |
| PROJECT | 22079    |
| SHEET   |          |

L-4.1





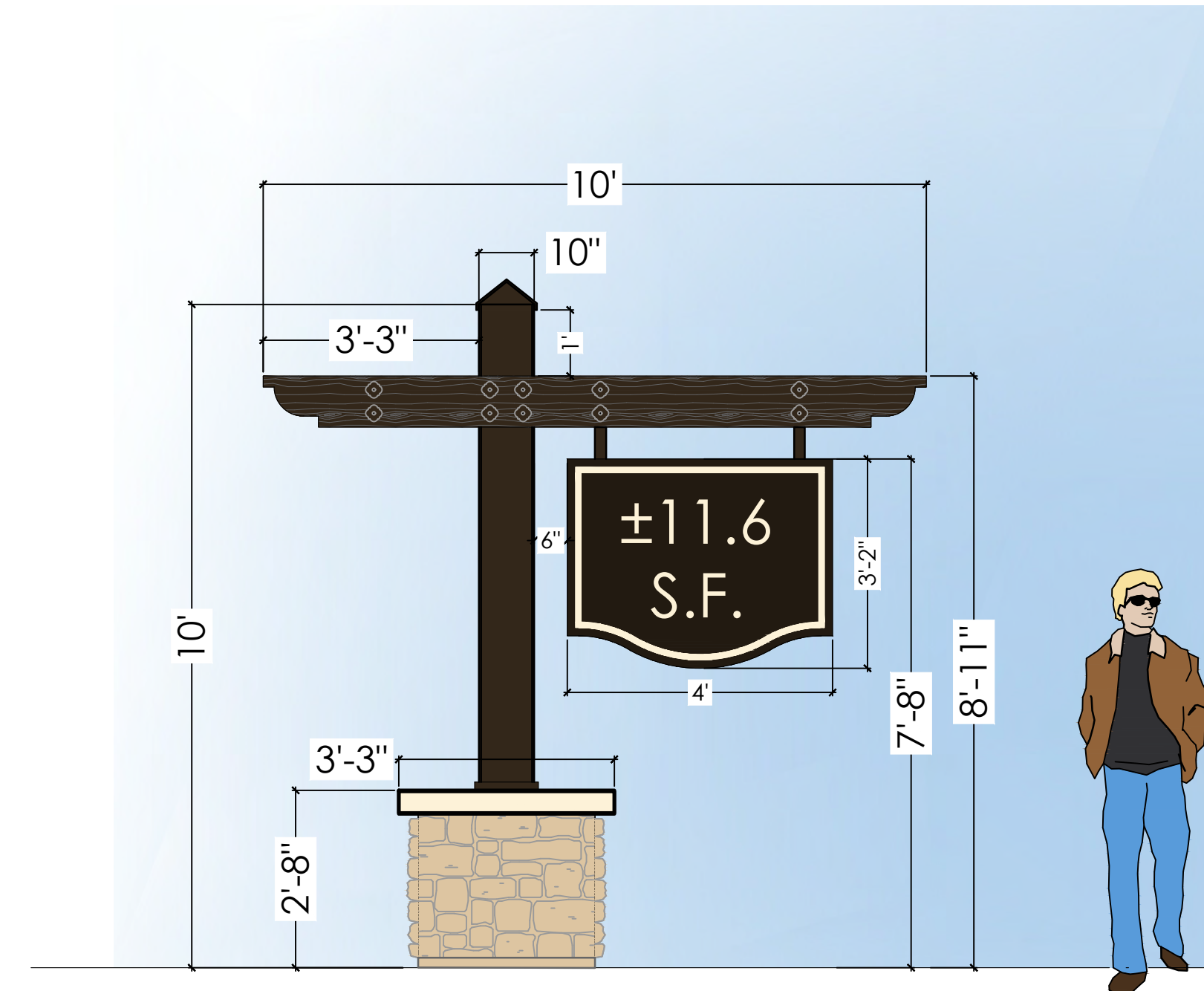
3 WETLAND SIGN  
N.T.S.



2 POOL FENCE AND GATE (OR OWNER APPROVED EQUAL)  
SCALE: N.T.S.

- NOTES:
1. GATE TO BE SELF-CLOSING.
  2. USE MANUFACTURER'S SPECIFIED GATE.
  3. LATCH AND ACCESS HARDWARE TO BE INSTALLED PER MANUFACTURER SPECIFICATIONS, AND TO CONFORM TO ADA. GATE LATCH TO BE LOKKLATCH MAGNETIC FROM D&D TECHNOLOGIES.  
- AVAILABLE THROUGH: HD SUPPLY, 2350 INTERNATIONAL STREET, COLUMBUS, OH 43228 (614) 771-7435. WWW.HDSUPPLY.COM
  4. LOCK TO BE SELF-LATCHING AND LOCKABLE.

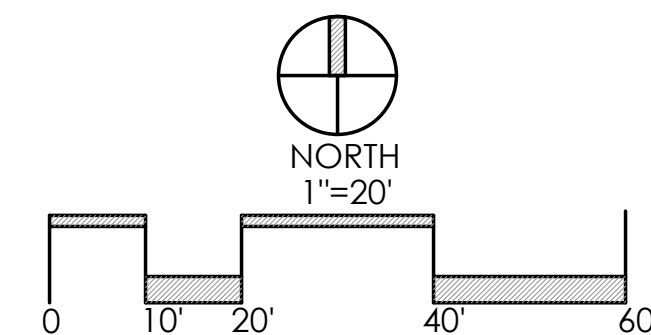
- NOTES:
- SIGN COLOR, BACKGROUND: DARK COLOR
  - SIGN COLOR, TEXT: CREAM
  - SIGN COLOR, BORDER: CREAM
  - FENCE COLOR: ADJACENT FENCE TO MATCH COLOR OF YARD-ARM POST
  - MAXIMUM SIGN PANEL AREA:  $\pm 11.6$  SQ. FT. PER FACE
  - TEXT HEIGHT: MAXIMUM 8". SIGN PANEL DESIGN TO BE COORDINATED WITH EPCON MARKETING GROUP.
  - YARD ARM SIGN MASONRY BASE TO MATCH CLUBHOUSE MASONRY.



MANUFACTURED STONE BASE  
BLACK ARM AND POST  
1" = 4'



1 ARM POST ENTRY SIGN  
SCALE: N.T.S.



REVISIONS

SITE DETAILS -  
SUBAREAS A & B

COURTYARDS AT  
HARRIS FARM  
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Faris Planning & Design  
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4876 Cemetery Road  
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www.farisplanninganddesign.com  
Hilliard, OH 43026

DATE 04/23/24

PROJECT 22079

SHEET

L-4.2



MAINTENANCE FOR STORMWATER WETLAND SEED MIX:

SEE CARDNONATIVEPLANTNURSERY.COM FOR MORE INFORMATION

MONITOR AND MAINTAIN SITE

WHILE NATIVE PLANTS TEND TO GERMINATE AND DEVELOP AT A SLOWER RATE THAN ORNAMENTAL PERENNIALS OR TURF GRASS, REGULAR MAINTENANCE DURING THE ESTABLISHMENT PERIOD GREATLY IMPROVES PROJECT SUCCESS. REGULAR MAINTENANCE AND MONITORING HELPS CONTROL INVASIVE SPECIES, ENSURES OPTIMAL MOISTURE LEVELS ARE PRESENT, AND IDENTIFIES OTHER NECESSARY MANAGEMENT ACTIONS.

THE MAINTENANCE OF A NATIVE LANDSCAPE CAN INCLUDE MANY DIFFERENT ACTIONS, SUCH AS:

- REGULAR SITE INSPECTION AND MONITORING
- MOWING
- SELECTIVE HERBICIDE APPLICATION
- OVERSEEDING AND SUPPLEMENTAL PLANTING
- WATER CONTROL AND TEMPORARY IRRIGATION
- PRESCRIBED BURNING

SELECTION OF MAINTENANCE METHODS PARTLY DEPENDS UPON TIMING, BUT OTHER FACTORS SUCH AS AESTHETIC GOALS, PROJECT SIZE, AND BUDGET ALSO HELP DETERMINE WHAT TECHNIQUES WILL WORK BEST. FOR EXAMPLE, FOR SMALL AREAS OR SITES WHERE CHEMICAL APPLICATIONS ARE NOT FEASIBLE, TARGET SPECIES MAY BE REMOVED BY HAND.

SEED INSTALLATION TECHNIQUES

DURING THE FIRST 6 TO 12 MONTHS OF A SEEDING PROJECT, IT MAY BE DIFFICULT TO DIFFERENTIATE BETWEEN THE GERMINATED NATIVE SEED AND UNDESIRABLE WEEDS. ALTHOUGH SOME WILDFLOWER AND GRASS SPECIES WILL BE RECOGNIZABLE WITHIN THE FIRST YEAR, IT MAY TAKE TWO TO FOUR YEARS BEFORE THE NATIVE PLANT COMMUNITY IS SUFFICIENTLY ESTABLISHED TO BE RECOGNIZED BY MOST PEOPLE. DURING THIS ESTABLISHMENT PERIOD, ADDRESS ANY INVASIVE SPECIES THAT SUBSEQUENTLY APPEAR ONSITE, TO PREVENT THEM FROM BECOMING A LARGER PROBLEM LATER. STANTEC INSPECTS PROJECT AREAS THROUGHOUT EACH GROWING SEASON TO GAUGE NATIVE PLANT DENSITY AND COMPOSITION AND MANAGE UNDESIRABLE WEEDS.

MOWING

DURING THE ESTABLISHMENT PERIOD, NATIVE PLANTS CONCENTRATE THEIR ENERGY TOWARD EXPANDING THEIR ROOT SYSTEMS. MOWING CAN SUPPRESS NON-NATIVE ANNUAL PLANTS WITHOUT NEGATIVELY AFFECTING NATIVES. MOWING ALSO THINS OUT THE CANOPY, ALLOWING MORE LIGHT TO REACH NEW SEEDLINGS. BECAUSE MOST WEED COMPETITION COMES FROM FAST-GROWING ANNUALS, MOWING NEEDS TO OCCUR TO KEEP THESE SPECIES FROM RE-SEEDING. STANTEC RECOMMENDS MOWING TO BETWEEN 8 AND 10 INCHES HIGH. AVOID MOWING OR BURNING DURING CRITICAL NESTING OR BREEDING PERIODS OF ANY CRITICAL FAUNAL SPECIES THAT MAY BE ON THE SITE. DURING THE FIRST GROWING SEASON, OUR TEAM PERFORMS ONE TO THREE MOWING EVENTS, DEPENDING ON THE HEIGHT AND GROWTH OF THE VEGETATION. IF WEED PRESSURE IS HIGH, MORE MOWING EVENTS MAY BE NEEDED.

SELECTIVE HERBICIDE APPLICATION

MANY PERENNIAL WEED SPECIES ARE BEST CONTROLLED THROUGH CHEMICAL APPLICATIONS. STANTEC'S TRAINED HERBICIDE APPLICATION STAFF USES CAUTION WHEN APPLYING THESE CHEMICALS, TO MINIMIZE COLLATERAL DAMAGE TO DESIRABLE PLANT SPECIES. STANTEC STAFF HAS THE QUALIFICATIONS TO ENSURE CHEMICAL SELECTION, RATES, AND APPLICATION METHODS ARE LEGAL AND APPROPRIATE.

OVERSEEDING AND SUPPLEMENTAL PLANTING

MOST NATIVE SPECIES GROW SLOWLY FROM SEED, MAKING IT DIFFICULT TO ASSESS THE DEVELOPMENT OF A RECENTLY SEEDED SITE. SUPPLEMENTAL PLANTINGS ARE OFTEN USED TO INCREASE DIVERSITY OR TO INTRODUCE CONSERVATIVE SPECIES TO AN ESTABLISHED PLANTING. STANTEC CAN DETERMINE THE NEED FOR OVERSEEDING OR SUPPLEMENTAL PLANTING, TYPICALLY BY THE SECOND GROWING SEASON FOLLOWING INSTALLATION.

WATER CONTROL AND TEMPORARY IRRIGATION

IN PERIODS OF DROUGHT, SMALL NATIVE AREAS WILL BENEFIT FROM IRRIGATION, ESPECIALLY DURING THE FIRST GROWING SEASON. TYPICALLY, ONE INCH OF WATER PER WEEK IS SUFFICIENT TO ENCOURAGE PROPER GERMINATION AND GROWTH. WEED PRESSURE WILL INCREASE WITH SUPPLEMENTAL WATERING, WHICH MAY THEN REQUIRE MORE FREQUENT MOWING OR HERBICIDE APPLICATION.

PRESCRIBED BURNING

CONTROLLED BURNS CAN BE IMPORTANT TO LONG-TERM PRAIRIE MAINTENANCE. BURNING SIMULATES HISTORICAL PROCESSES THAT ONCE MAINTAINED PRAIRIES. IT GREATLY REDUCES THE NUMBER OF WOODY SPECIES AND ENHANCES THE HEALTH OF HERBACEOUS SPECIES. IT ALSO CLEARS THATCH, MAKING WAY FOR NEW GROWTH IN THE SPRING. THE BLACK, BURNED SURFACE ABSORBS AND RETAINS HEAT, GIVING NATIVES AN EARLY START IN THE SPRING. STANTEC HAS A TEAM OF PERSONNEL TRAINED IN FIRE MANAGEMENT TECHNIQUES AND SAFETY, READY WITH THE PROPER EQUIPMENT TO CONDUCT BURNS.

MAINTENANCE FOR DETENTION BASIN BIOSWALE SEED MIX:

SEE PRAIRIENURSERY.COM FOR MORE INFORMATION

POST-PLANTING MAINTENANCE

YEAR ONE

FIRST YEAR WEED CONTROL IS REQUIRED TO REDUCE THE COMPETITION BETWEEN WEEDS AND PRAIRIE SEEDLINGS FOR WATER, LIGHT, AND SPACE. SEEDED AREAS SHOULD BE MOWED APPROXIMATELY THREE TIMES DURING THE FIRST GROWING SEASON TO A HEIGHT OF FOUR TO SIX INCHES WHEN THE MAJORITY OF WEEDS ARE IN FLOWER OR WHEN WEEDS REACH A HEIGHT OF 10 TO 12 INCHES. AS A GENERAL RULE OF THUMB, ANYTHING TALLER THAN 10 INCHES OR IN FLOWER IS A WEED. MOWING THIS HIGH WILL CUT OFF THE TALLER WEEDS WHILE MISSING THE SHORTER PRAIRIE PERENNIALS. USE A STRING TRIMMER OR WEED EATER ON SMALL AREAS AND AN OFF-SET FLAIL MOWER ON LARGER AREAS. FLAIL MOWERS, AS OPPOSED TO ROTARY MOWERS, WILL CHOP UP THE WEEDS AS THEY ARE CUT INSTEAD OF LAYING THE CUT WEEDS ON TOP OF, AND POSSIBLY SMOTHERING, THE PRAIRIE SEEDLINGS. MOW BEFORE THE WEEDS SET SEED TO PREVENT FURTHER SOIL CONTAMINATION. DO NOT PULL WEEDS IN A FIRST YEAR SEEDED AREA AS THIS WILL DISTURB THE DEVELOPING SEEDLINGS AND UNGERMINATED SEED. IN THE FALL OF THE FIRST GROWING SEASON, MAINTAIN THE VEGETATION AT EIGHT TO TEN INCHES THROUGH THE WINTER TO INSULATE THE DEVELOPING PRAIRIE SEEDLINGS AND TO HELP PREVENT FROST HEAVING.

YEAR TWO

DURING THE SPRING OF THE SECOND YEAR, MOW THE STANDING RESIDUAL VEGETATION TO THE GROUND IN EARLY SPRING AND RAKE OFF THE CUTTINGS. IF BIENNIAL WEEDS SUCH AS SWEET CLOVER ARE A PROBLEM, MOW AGAIN TO APPROXIMATELY 12 INCHES WHEN THE MAJORITY OF WEEDS ARE IN FULL FLOWER BUT BEFORE THEY MAKE SEED.

WHAT TO EXPECT DURING THE FIRST THREE YEARS

PRAIRIE SEEDS WILL OFTEN GERMINATE OVER A PERIOD OF TWO TO THREE YEARS. SOME WILL APPEAR THE FIRST YEAR, WHILE OTHERS WILL COME UP IN THE SECOND AND EVEN THIRD YEAR AFTER THE INITIAL PLANTING. MOST PERENNIAL PRAIRIE FLOWERS AND GRASSES WILL NOT FLOWER UNTIL THEIR THIRD OR FOURTH FULL GROWING SEASON. PATIENCE IS REQUIRED WHEN ESTABLISHING A PRAIRIE. PLEASE FOLLOW THESE DIRECTIONS CAREFULLY AND GIVE YOUR PRAIRIE TIME TO DEVELOP. PERENNIAL PRAIRIE PLANTS DEVOTE MOST OF THEIR EFFORTS IN THE FIRST FEW YEARS TO DEVELOPING THEIR FAMOUS ROOT SYSTEMS. THEY WILL NOT BE READILY APPARENT IN THE FIRST YEAR, WITH LITTLE VISIBLE ABOVE-GROUND GROWTH. HOWEVER, THEY ARE STEADILY BUILDING THEIR "ROOT BANK ACCOUNTS" TO SUSTAIN THEM IN FUTURE YEARS. THE DEEP ROOTS OF THE PRAIRIE FLOWERS AND GRASSES GIVE THEM LONG-TERM STAYING POWER THAT ALLOWS THEM TO SQUEEZE OUT ANNUAL AND BIENNIAL WEEDS, AND RETURN YEARLY FOR DECADES.

MANAGEMENT OF PRAIRIE MEADOWS

MOWING

MOWING IS USED FOR THREE PURPOSES:

1. CONTROL OF ANNUAL AND BIENNIAL WEEDS IN THE FIRST TWO YEARS AFTER SEEDING
2. CONTROLLING COOL SEASON GRASSES AND WEEDS IN THE THIRD YEAR OF ESTABLISHMENT AND BEYOND, SIMILAR IN ITS EFFECT TO PRESCRIBED BURNING
3. PREVENTING INVASION BY TREES AND SHRUBS

MOWING CAN BE ACCOMPLISHED USING A HEAVY DUTY RIDING LAWNMOWER, A WHEELED BRUSH MOWER, A STRING TRIMMER ("WEED WHACKER"), OR A TRACTOR-MOUNTED MOWER. STRING TRIMMERS ARE THE BEST, ESPECIALLY FOR SMALL AREAS, SINCE THEY CAN MOW AT A VARIETY OF HEIGHTS, THEY LAY DOWN THE CUT MATERIAL GENTLY WITHOUT CLUMPING, AND CAN BE USED IN SITUATIONS WHERE MOWERS CANNOT BE USED (STEEP SLOPES AND LOW WET AREAS).

THE FIRST YEAR

MOW THE PRAIRIE SEEDING AT SIX INCHES IN HEIGHT TO KEEP BACK FAST-GROWING ANNUAL WEEDS IN THE FIRST GROWING SEASON. MOST PRAIRIE PLANTS ARE SLOW-GROWING PERENNIALS, AND ARE EASILY OUT-COMPETED BY ANNUAL WEEDS IN THE FIRST YEAR IF NOT CONTROLLED. MOWING WEEDS BEFORE THEY SET SEED ALSO HELPS REDUCE PROBLEMS IN FOLLOWING YEARS. DO NOT ALLOW WEEDS TO GET TALLER THAN 16 INCHES BEFORE MOWING THEM DOWN TO SIX INCHES. WHEN TALLER VEGETATION IS CUT DOWN, THE LARGE AMOUNT OF CUT MATERIAL CAN BURY THE YOUNG PRAIRIE SEEDLINGS. EXPECT TO MOW THREE TIMES IN THE FIRST YEAR.

THE SECOND YEAR

MOW ANNUAL AND BIENNIAL WEEDS TO A HEIGHT OF TWELVE INCHES IN MID TO LATE JUNE, WHEN MOST BIENNIAL WEEDS ARE IN FULL BLOOM. THIS WILL PREVENT THEM FROM FORMING SEED AND RE-INFESTING THE AREA, AND CAN KILL SOME BIENNIAL WEEDS OUTRIGHT. MOST PRAIRIE FLOWERS AND GRASSES WILL NOT BE TALLER THAN TWELVE INCHES AT THIS TIME, AND REMAIN UNHARMED BY THE MOWING. IT IS IMPORTANT TO TIME THE JUNE MOWING TO COINCIDE WITH THE BLOOM PERIOD OF BIENNIAL WEEDS. THIS SINGLE MOWING IN THE SECOND YEAR CAN BE CRITICAL TO LONG TERM SUCCESS BY CONTROLLING THESE OFTEN AGGRESSIVE WEEDS BEFORE THEY CAN BECOME FIRMLY ESTABLISHED.

SOME BIENNIAL WEEDS WILL RE-GROW AND FLOWER A SECOND TIME AFTER THE JUNE MOWING. THEY SHOULD THEN BE EITHER CUT BACK TO THE GROUND USING PRUNING SHEARS OR A STRING TRIMMER, OR CAREFULLY PULLED UP BY THE ROOTS WHEN THE SOIL IS MOIST AFTER A RAIN.

IF BIENNIAL WEEDS, ESPECIALLY WHITE OR YELLOW SWEETCLOVER (MEILOLOTUS SPP.) APPEAR IN THE THIRD GROWING SEASON, THEY SHOULD AGAIN BE CUT DOWN WHEN IN FULL BLOOM, OR PULLED UP BY THE ROOTS. IF THE PLANTS HAVE COMPLETED FLOWERING AND ARE FORMING SEED, THEY SHOULD BE CUT OR PULLED AND IMMEDIATELY REMOVED FROM THE PRAIRIE. NEVER ALLOW BIENNIAL WEEDS TO COMPLETE THE SEED FORMATION PROCESS AND RE-INFEST THE PRAIRIE, AS THEY CAN BECOME A LONG-TERM MANAGEMENT PROBLEM.

WARNING: THE SAP OF WILD PARSNIP CAN CAUSE A SEVERE RASH WHEN IT COMES IN CONTACT WITH THE SKIN AND THEN IS EXPOSED TO THE SUN. WEAR PROTECTIVE CLOTHING WHEN WORKING WITH THIS PLANT, INCLUDING LONG SLEEVES, LONG PANTS, AND PANTS. DO NOT RUB THE FACE, EYES, OR OTHER EXPOSED AREAS OF SKIN WHEN HANDLING THIS PLANT.

THE THIRD YEAR AND BEYOND

SPRING BURNING SHOULD BE INITIATED AT THE BEGINNING OF THE THIRD GROWING SEASON. IF BURNING IS NOT AN OPTION, MOWING AND RAKING THE CUT MATERIAL CAN BE SUBSTITUTED FOR BURNING TO REMOVE DEAD PLANT GROWTH FROM THE PREVIOUS YEAR. RAKING OFF THE CUT MATERIAL AFTER MOWING HELPS TO EXPOSE THE SOIL AND ENCOURAGE MORE RAPID SOIL WARMING, FAVORING THE HEAT-LOVING PRAIRIE FLOWERS AND GRASSES. MOW AS CLOSE TO THE GROUND AS POSSIBLE, RIGHT DOWN TO THE SOIL SURFACE IF POSSIBLE. THIS CLOSELY MIMICS THE EFFECTS OF BURNING, AND IS NEARLY AS EFFECTIVE IN FAVORING THE PRAIRIE PLANTS OVER COOL SEASON WEEDS AND GRASSES.

DIGGING AND PULLING WEEDS

PROBLEM WEEDS, ESPECIALLY THOSE WITH TAPROOTS, CAN BE CAREFULLY PULLED OR DUG BEGINNING IN THE SECOND GROWING SEASON. PULLING AND DIGGING IS NOT RECOMMENDED IN THE FIRST YEAR OF ESTABLISHMENT, AS THE SMALL PRAIRIE SEEDLINGS ARE NOT YET WELL-ROOTED, AND ARE EASILY DISTURBED AND KILLED. BY THE SECOND YEAR, BOTH BIENNIAL AND PERENNIAL WEEDS THAT HAVE BECOME ESTABLISHED WILL BE EVIDENT. BIENNIAL WEEDS CAN BE CAREFULLY PULLED, OR CUT AT THE BASE DURING FLOWERING TO KILL THEM. MAKE SURE TO REMOVE THE PLANTS PRIOR TO SETTING SEED, TO PREVENT RE-INFESTED IN FUTURE YEARS.

WHEN PULLING TAP-ROOTED WEEDS, HOLD THE WEED FIRMLY BETWEEN THE FEET AND PULL STRAIGHT UP. THIS HOLDS THE SOIL IN PLACE AROUND THE ROOTS, AND MINIMIZES THE DISTURBANCE TO ADJACENT YOUNG PRAIRIE PLANTS. STAMP ANY LOOSE SOIL FIRMLY BACK INTO PLACE AROUND DESIRABLE PLANTS THAT MAY HAVE BEEN DISTURBED. IT IS EASIEST TO PULL WEEDS JUST AFTER A RAIN WHEN THE SOIL IS MOIST. PULLING WHEN THE SOIL IS DRY IS AN EXERCISE IN FUTILITY THAT YIELDS BROKEN OFF ROOTS THAT WILL RE-GROW AND REQUIRE FUTURE ATTENTION.

WHEN DIGGING OUT PROBLEM WEEDS, MAKE SURE ANY DESIRABLE PLANTS ARE NOT DAMAGED IN THE PROCESS. CAREFULLY DIG AROUND THE OFFENDING PLANT, AND GENTLY PULL IT OUT. FIRM THE SOIL AROUND ADJACENT PRAIRIE PLANTS THAT MIGHT HAVE BEEN UPROOTED IN THE PROCESS.

SELECTIVE HERBICIDES FOR SPOT TREATMENT

SOMETIMES AN AGGRESSIVE PERENNIAL WEED BECOMES A PROBLEM IN A PRAIRIE MEADOW. WIND-BLOWN SEEDS CAN ENTER FROM ADJACENT AREAS AND BECOME ESTABLISHED. THIS USUALLY OCCURS IN THE FIRST THREE YEARS OF THE PLANTING, BEFORE THE PRAIRIE HAS MATURED AND DEVELOPED THE THICK SOD THAT HELPS TO REPEL WEEDS. IN SUCH CASES, IT IS SOMETIMES NECESSARY TO UTILIZE HERBICIDES TO ELIMINATE UNWANTED AGGRESSIVE PLANTS.

FIRST, PROTECT YOUR ARMS AND HANDS WITH HEAVY DUTY, LONG, RUBBER HERBICIDE APPLICATION GLOVES. THESE ARE AVAILABLE AT FARM SUPPLY STORES. TO USE THE "GLOVE OF DEATH" METHOD PLACE A LARGER SIZE, ABSORBENT COTTON GLOVE OVER THE HERBICIDE GLOVE ON ONE HAND. USING A SMALL SPRAYER BOTTLE, SET ON "STREAM" RATHER THAN "MIST," SOAK THE GLOVE UNTIL SATURATED, BUT NOT DRIPPING WITH THE HERBICIDE MIXTURE. THEN WIPE THE GLOVE ON THE TARGET PLANT, MAKING SURE THAT THE LIQUID IS APPLIED UNIFORMLY TO THE LEAVES. IF DESIRABLE VEGETATION IS NEARBY, MOVE IT TO THE SIDE WITH YOUR FEET OR THE HAND WITHOUT THE HERBICIDE GLOVE, SO THAT IT IS NOT TOUCHED BY THE GLOVE OR BY THE TARGET WEEDY PLANT AFTER IT HAS BEEN TREATED.

THE "TONGS OF DEATH" UTILIZE A SET OF TONGS WHOSE ENDS HAVE BEEN WRAPPED IN OLD COTTON SOCKS OR OTHER ABSORBENT MATERIAL. HERBICIDE CAN BE APPLIED TO THE TONGS FROM A BUCKET, OR BY SPRAYING FROM A BOTTLE, AS WITH THE "GLOVE OF DEATH" METHOD. A SPRAY BOTTLE IS RECOMMENDED OVER THE BUCKET, AS AN OPEN CONTAINER OF HERBICIDE COULD RESULT IN AN UNWANTED SPILL IF ACCIDENTALLY KNOCKED OVER. THE SPRAY BOTTLE KEEPS THE HERBICIDE CONTAINED, AND THE CONTENTS WILL NOT SPILL IF TIPPED OVER.

BROADLEAVED WEEDS

BROADLEAVED WEEDS CAN BE TREATED USING HERBICIDES THAT KILL ONLY BROADLEAF WEEDS, LEAVING THE PRAIRIE GRASSES UNHARMED. BEWARE THAT MOST BROADLEAF WEED KILLERS ARE ALSO TOXIC TO MOST PRAIRIE FLOWERS. THEREFORE, IT IS NOT RECOMMENDED TO SPRAY A PRAIRIE MEADOW WITH A BROADLEAF HERBICIDE, AS THIS WILL KILL THE FLOWERS.

THE EXCEPTION TO THIS RULE IS IN PLANTINGS CONSISTING OF ONLY PRAIRIE GRASSES AND NO FLOWERS. THE APPROPRIATE BROADLEAF HERBICIDES CAN BE SPRAYED ACROSS THE ENTIRE FIELD TO KILL UNWANTED NON-GRASSY WEEDS. THIS IS A CHEAP, EFFECTIVE METHOD OF CONTROLLING BROADLEAF WEEDS IN PRAIRIE GRASS PLANTINGS.

SOME WEEDS ARE RESISTANT TO ROUNDUP. THOSE THAT CANNOT BE CONTROLLED BY BURNING, MOWING, OR DUG OUT INDIVIDUALLY (DUE TO RHIZOMATOUS ROOT SYSTEMS) MAY REQUIRE TREATMENT WITH BROADLEAF HERBICIDES.

SPECIFIC WEEDS ARE MORE SUSCEPTIBLE TO SOME BROADLEAF HERBICIDES THAN OTHERS. ALWAYS READ THE HERBICIDE LABEL TO DETERMINE IF IT WILL SUCCESSFULLY CONTROL THE TARGET WEED, AND FOLLOW ALL RECOMMENDED SAFETY MEASURES.

A MIXTURE THAT IS USUALLY EXTREMELY EFFECTIVE ON PROBLEM WEEDS IS A WATER-BASED MIXTURE OF ROUNDUP, THE APPROPRIATE BROADLEAF HERBICIDE, AND AMMONIUM SULFATE (AMS). AMS NEUTRALIZES MINERALS IN THE WATER SO THAT THE HERBICIDES ARE MORE EFFECTIVE.

THE FOLLOWING MIXTURE WILL KILL JUST ABOUT ANY WEED KNOWN TO HUMANKIND:

BEWARE: *THIS MIXTURE WILL KILL ALL PLANTS. USE WITH CAUTION!* THE MIX CAN BE SPRAYED DIRECTLY ONTO THE FOLIAGE OF THE TARGET WEED, OR APPLIED USING THE "GLOVE OF DEATH; OR "TONGS OF DEATH." IT IS ALSO EFFECTIVE FOR FOLIAR SPRAYING OF BUCKTHORN (RHAMNUS CATHARTICUS), HONEYSUCKLE (LONICERA SPP.), MULTIFLORA ROSE (ROSA MULTIFLORA), AND MOST OTHER INVASIVE SHRUBS.

WARNING: *MOST BROADLEAF HERBICIDES ARE GENERALLY CONSIDERED TO BE MORE HAZARDOUS THAN ROUNDUP.* MANY ARE IMPLICATED IN OR SUSPECTED OF CAUSING CANCERS, BIRTH DEFECTS, AND OTHER HEALTH PROBLEMS. SOME PEOPLE HAVE STRONG PHYSIOLOGICAL REACTIONS TO CERTAIN BROADLEAF HERBICIDES. FOR THIS REASON, THE USE OF THESE CHEMICALS SHOULD BE MINIMIZED OR AVOIDED ALTOGETHER. THE INFORMATION PRESENTED HERE IS FOR THOSE INDIVIDUALS WHO ARE COMFORTABLE USING HERBICIDES IN THEIR LANDSCAPE. THIS IS NOT INTENDED TO BE A RECOMMENDATION OR JUSTIFICATION FOR THE USE OF THESE CHEMICALS.

PLATEAU HERBICIDE

THERE IS A SPECIALTY HERBICIDE AVAILABLE CALLED "PLATEAU" THAT IS NON-TOXIC TO CERTAIN NATIVE PRAIRIE FLOWERS AND GRASSES WHEN APPLIED AT SPECIFIC LEVELS. IT CAN BE APPLIED EITHER AS A PRE-EMERGENT HERBICIDE AT THE TIME OF PLANTING, OR AS A POST-EMERGENT HERBICIDE AFTER THE SEEDLINGS HAVE GERMINATED AND PRODUCED STRONG SEEDLINGS. ITS EFFECT CAN BE HIGHLY VARIABLE FROM SPECIES TO SPECIES AND FROM GENOTYPE TO GENOTYPE, SO BEWARED THAT IT MAY KILL PLANTS FOR WHICH IT IS LABELED AS "SAFE." IT CONTROLS MANY ANNUAL AND PERENNIAL WEEDY GRASSES, AS WELL AS A NUMBER OF BROADLEAVED WEEDS. IT DOES NOT KILL MOST WARM SEASON PRAIRIE GRASSES, WITH THE EXCEPTION OF SWITCHGRASS AND PRAIRIE CORDGRASS (SPARTINA PECTINATA). PLATEAU-RESISTANT PRAIRIE SPECIES ARE LISTED BELOW:

WARNING: *PLATEAU CAN HARM OR KILL A WIDE RANGE OF OTHER PRAIRIE FLOWERS, AS WELL AS SWITCHGRASS, PRAIRIE CORDGRASS AND MANY COOL SEASON PRAIRIE GRASSES SUCH AS THE WILD RYES (ELYMUS SPP), JUNEGRASS (KOELERIA MACRANTHA), KALM'S BROMEGRASS (BROMUS KALMII), AND PRAIRIE DROPSIED (SPOROBOLUS HETEROLEPIS). PLATEAU SHOULD NEVER BE USED IN A DIVERSE PRAIRIE CONTAINING MANY DIFFERENT TYPES OF FLOWERS AND COOL SEASON GRASSES.*

PERENNIAL GRASSY WEEDS CAN ALSO BE TREATED USING THE GLOVE OR TONGS OF DEATH METHODS. ON LARGER AREAS, UNDESIRABLE COOL SEASON WEEDS SUCH AS QUACKGRASS, KENTUCKY BLUEGRASS, AND SMOOTH BROMEGRASS CAN BE TREATED BY SPRAYING WITH GRASS-SELECTIVE HERBICIDES SUCH AS POAST, FUSILADE, AND SELECT. SPRAY IN MID TO LATE FALL AFTER THE WARM SEASON PRAIRIE GRASSES HAVE ALL GONE DORMANT FOR THE YEAR TO AVOID DAMAGING THEM. MOST COOL SEASON WEEDY GRASSES ARE STILL ACTIVELY GROWING, AND WILL BE DAMAGED WITH A FALL APPLICATION. AIR TEMPERATURES MUST BE ABOVE 60 DEGREES F. TO ENSURE GOOD RESULTS WITH LATE SEASON HERBICIDE APPLICATIONS.

A SECOND FOLLOW-UP APPLICATION OF GRASS SELECTIVE HERBICIDES IS USUALLY REQUIRED TO ACHIEVE CONTROL OF COOL SEASON WEEDY GRASSES. THIS CAN BE DONE IN THE FOLLOWING SPRING WHEN COOL SEASON GRASSES ARE ACTIVELY GROWING, BUT PRIOR TO THE EMERGENCE OF THE WARM SEASON PRAIRIE GRASSES. A SECOND APPLICATION CAN ALSO BE DONE THE NEXT FALL IF DESIRED.

GRASS SELECTIVE HERBICIDES WILL KILL ACTIVELY GROWING NATIVE COOL SEASON GRASSES SUCH AS THE WILD RYES, JUNEGRASS, NEEDLEGRASS, KALM'S BROMEGRASS, AND PRAIRIE DROPSIED. THESE GRASSES GREEN UP AROUND THE SAME TIME AS THE NON-NATIVE COOL SEASON SPECIES, AND WILL BE HARMED OR KILLED WITH A SPRING SPRAYING OF GRASS SELECTIVE HERBICIDE. HOWEVER, MOST COOL SEASON NATIVE GRASSES WILL GO DORMANT IN FALL PRIOR TO MANY NON-NATIVE COOL SEASON GRASSES. IF COOL SEASON NATIVE GRASSES ARE AN IMPORTANT COMPONENT OF THE PRAIRIE, THE USE OF GRASS SELECTIVE HERBICIDES SHOULD BE RESTRICTED TO LATE FALL AFTER ALL THE PRAIRIE GRASSES HAVE ENTERED DORMANCY.

THE SPECIES LISTED BELOW ACCOUNT FOR MOST OF THE COOL SEASON WEEDY GRASS AND NUTSEDGE PROBLEMS IN RESTORED PRAIRIES. MOST CAN BE CONTROLLED WITH MID TO LATE SPRING BURNING. IF BURNING IS NOT AN OPTION, MID TO LATE SPRING MOWING AND RAKING IS A GOOD ALTERNATIVE IN MOST CASES. IF AN INFESTATION CANNOT BE CONTROLLED USING EITHER BURNING OR MOWING, GRASS SELECTIVE HERBICIDES CAN BE CONSIDERED AS AN OPTION.

CONCLUSION

PRAIRIE MEADOWS CAN BE MANAGED USING A NUMBER OF DIFFERENT TECHNIQUES. BY TAKING THE TIME TO PROPERLY PREPARE THE SITE BY KILLING ALL PERENNIAL WEEDS PRIOR TO SEEDING, LONG TERM PROBLEMS CAN BE MINIMIZED. WELL-TIMED MOWING AND BURNING ARE THE MOST COMMONLY USED MANAGEMENT METHODS. DUE TO THEIR RELATIVE SIMPLICITY AND LOW COSTS, PROPER PLANNING AND EXECUTION IS ESSENTIAL WHEN USING FIRE AS A MANAGEMENT TOOL. WITH GOOD MANAGEMENT, THE PRAIRIE PLANTS WILL CHOKE OUT THE MAJORITY OF ANNUAL AND BIENNIAL WEEDS WITHOUT ANY EXTRA EFFORT.

SPOT REMOVAL OR HERBICIDE TREATMENT OF PROBLEM PERENNIAL WEEDS MAY BE NECESSARY. PULLING OR DIGGING OF TAP-ROOTED WEEDS CAN BE DONE SUCCESSFULLY ON SMALLER AREAS. ON LARGER AREAS, SELECTIVE HERBICIDE TREATMENT MAY BE MORE COST EFFECTIVE.

PRAIRIE MEADOWS CAN BE MANAGED CHEAPLY AND EFFICIENTLY BY USING THE APPROPRIATE TECHNIQUE AT THE RIGHT STAGE OF DEVELOPMENT. PROPERLY TIMED AND CARRIED OUT, THESE MANAGEMENT PROCEDURES WILL RESULT IN THE ESTABLISHMENT OF PERENNIAL PRAIRIE MEADOWS THAT RETURN YEAR AFTER YEAR. SIGNIFICANT COST SAVINGS ARE REALIZED WHEN THE APPROPRIATE MANAGEMENT METHODS ARE USED, ESPECIALLY WHEN COMPARED TO MORE TRADITIONAL, HIGH MAINTENANCE LAWNS AND FORMAL GARDENS.

REVISIONS

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SITE DETAILS - SEED MIX MAINTENANCE

COURTYARDS AT HARRIS FARM

PREPARED FOR EPCON INC

500 STONEHENGE PARKWAY, DUBLIN OH 43017

Paris Planning & Design

LAND PLANNING LANDSCAPE ARCHITECTURE

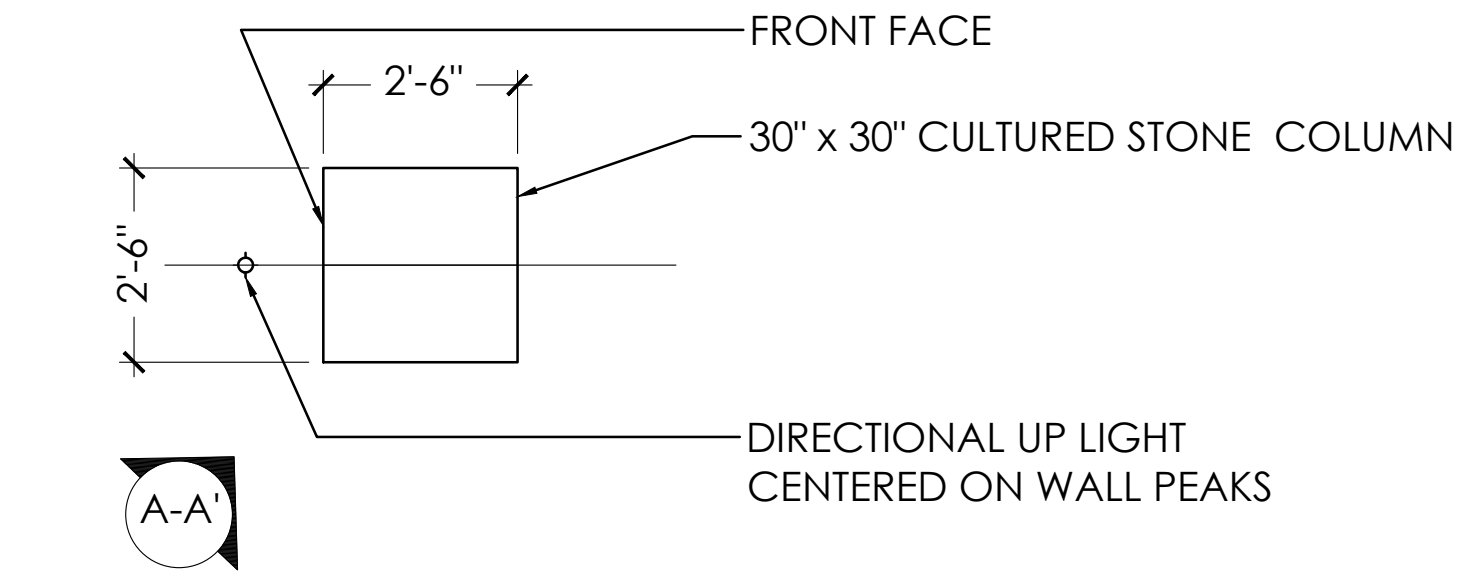
487½ Cemetery Road p 614 467-1964

Hilliard, OH 43026 www.parisplanninganddesign.com

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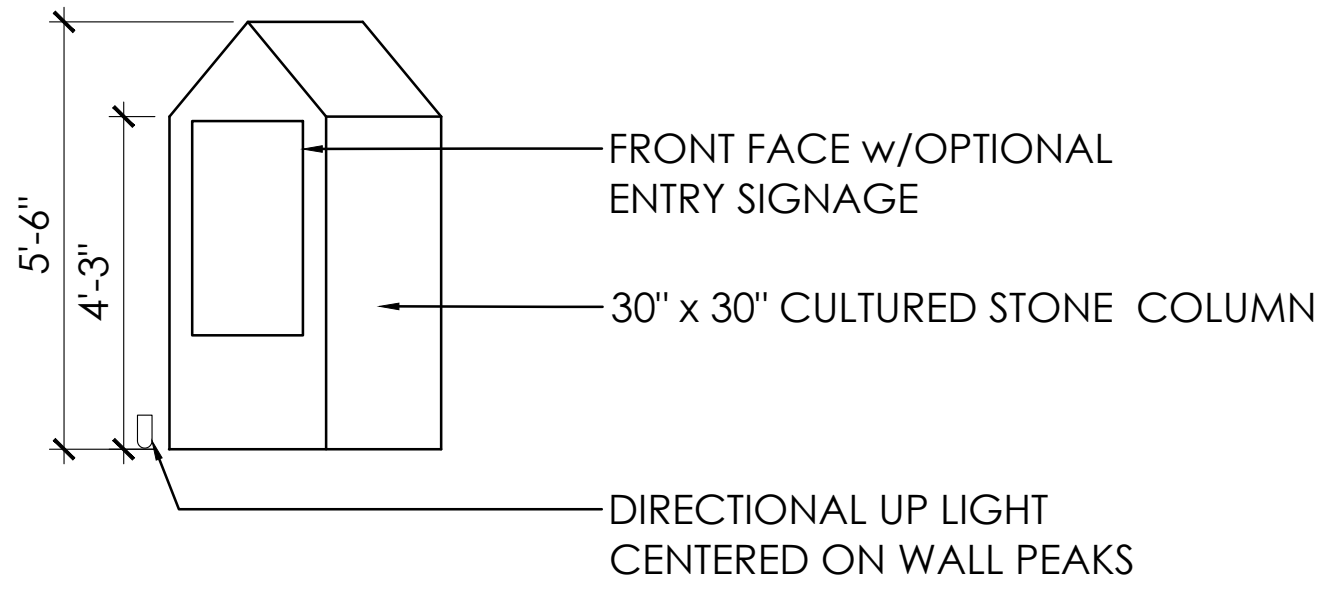
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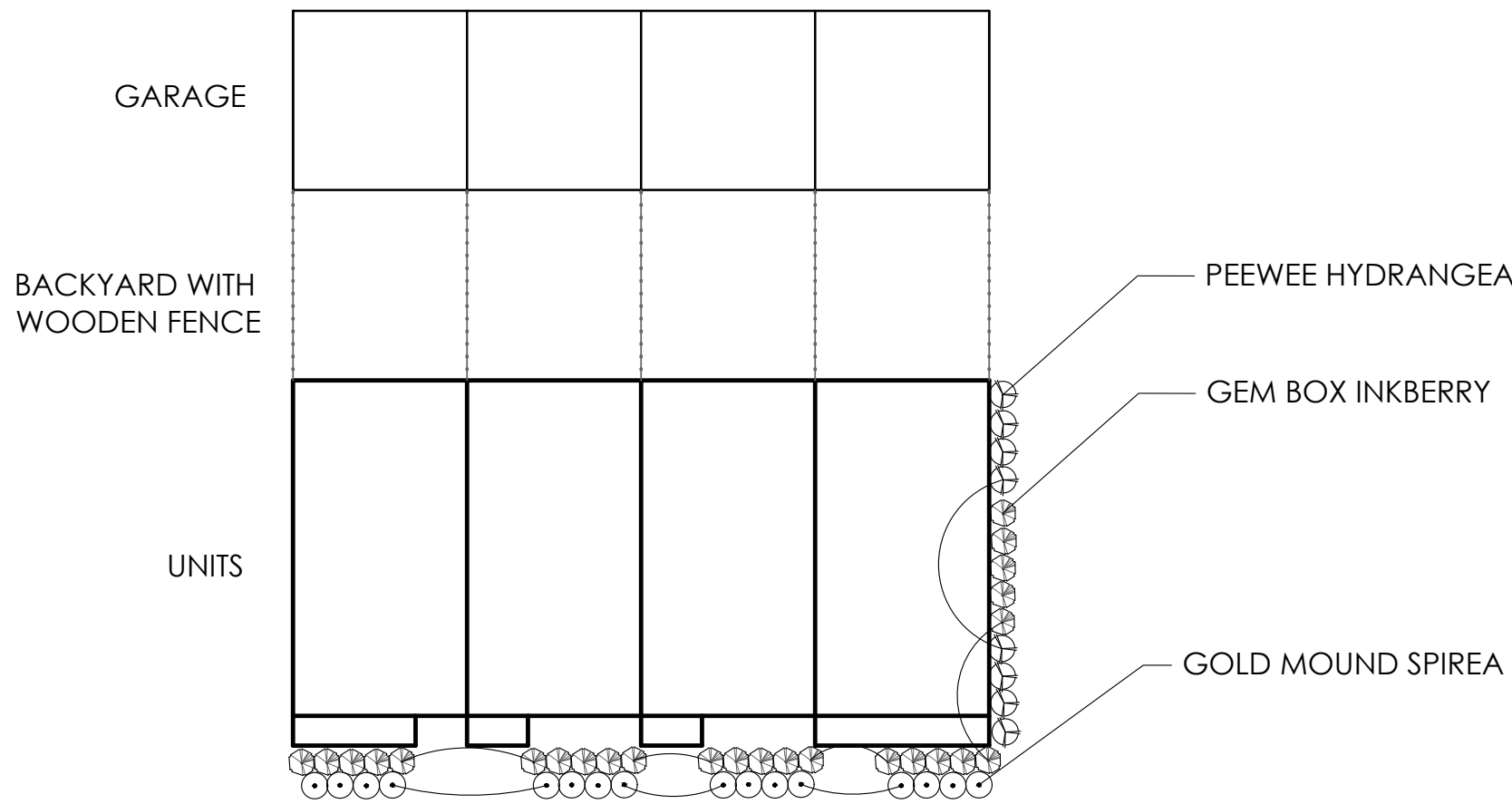
ENTRY COLUMN PLAN

NOTE: WALL TO BE MASONRY BLOCK WALL WITH A CULTURED LIMESTONE VENEER. CONSULT STRUCTURAL ENGINEER FOR FOOTER AND STRUCTURAL SPECIFICATIONS.



ENTRY ENTRY COLUMN ELEVATION A-A'

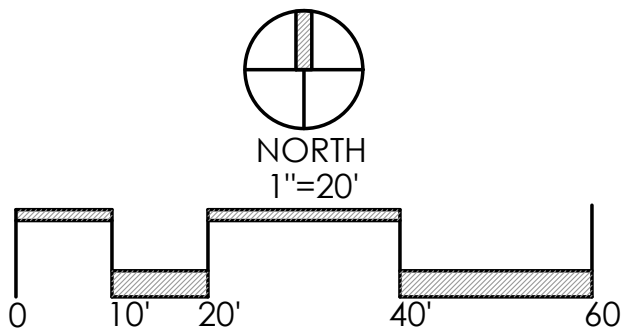
1 SECONDARY ENTRY COLUMN  
SCALE:N.T.S.



2 TYPICAL TOWNHOME LANDSCAPE - SUBAREA D  
SCALE: 1"=20'

\*\* TWO - 2" CALIPER TREES PER TOWNHOME UNIT TO BE INSTALLED. THIS WILL BE ELSEWHERE IN SUBAREA D WHEN SPACE NOT AVAILABLE AROUND TOWNHOME UNIT.

\*\*SOD TO BE INSTALLED ON ALL UNITS AT FRONT



| REVISIONS |  |
|-----------|--|
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SITE DETAILS -  
SUBAREA D

HARRIS FARM  
PREPARED FOR  
CIMINELLO INC.  
COMPANY ADDRESS

Faris Planning & Design  
LAND PLANNING LANDSCAPE ARCHITECTURE  
4876 Cemetery Road Hilliard, OH 43026  
p (614) 467-1764 www.farisplanninganddesign.com

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| DATE    | 04/23/24 |
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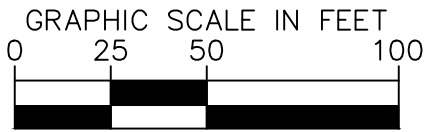
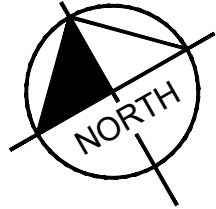
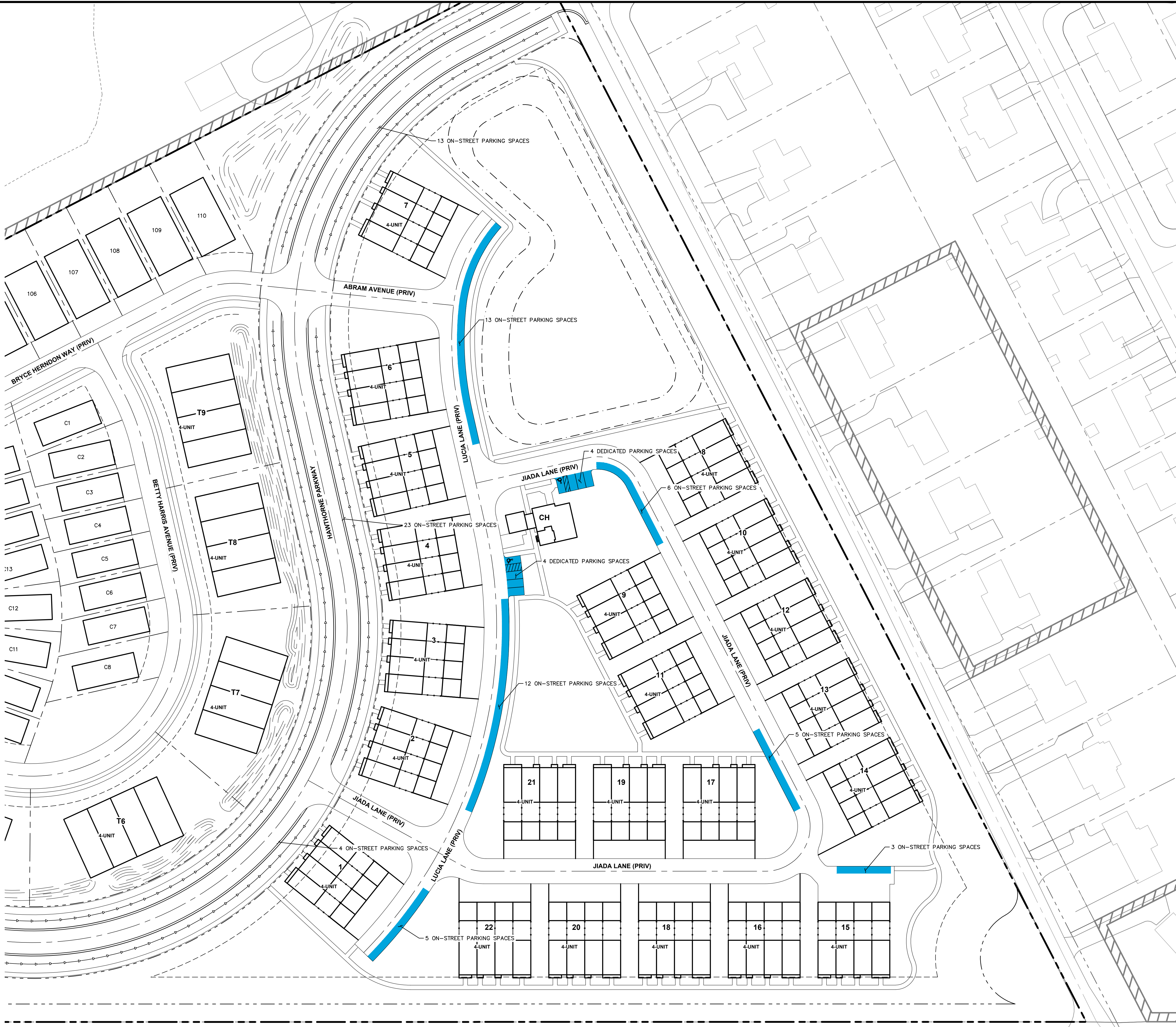






Drawing name: K:\CIB\_LIVE\190017006\_Cinnello\_Harris\_Property\_Grove\_City\2\_Design\CAD\Exhibit\Sub Area D Parking Exhibit.dwg Layout: 1 (NOT IN SHEET SET) Apr 24, 2024 8:17pm by: Tyler Jackson

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SUB-AREA D PARKING STATISTICS

BUILDINGS: 4 PARKING SPACES PER UNIT  
(2 GARAGE + 2 DRIVEWAY)  
88 UNITS \* 4 SPACES/UNIT = 352 PARKING SPACES  
CLUBHOUSE PARKING STALLS = 8 PARKING SPACES  
PRIVATE ROADS ON-STREET PARKING = 44 PARKING SPACES  
TOTAL PARKING PROVIDED = 404 PARKING STALLS (4.59 PARKING SPACES/UNIT)

Received By:  
Grove City Development  
4/24/24

|                                                                                           |  |                                  |  |                                                                                                                                                               |  |
|-------------------------------------------------------------------------------------------|--|----------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| HARRIS PROPERTY<br>FINAL DEVELOPMENT PLAN<br>SR 685 & BORROR ROAD<br>GROVE CITY, OH 43123 |  | SUB AREA D<br>PARKING<br>EXHIBIT |  | Kimley»Horn<br>© 2024 KIMLEY-HORN AND ASSOCIATES, INC.<br>7965 N. HIGH STREET, SUITE 200<br>PLEASANTON, OH 43084<br>PHONE: 614-44-1699<br>WWW.KIMLEY-HORN.COM |  |
| ORIGINAL ISSUE:<br>4/24/2024                                                              |  | DESIGNED BY: TCJ                 |  | SCALE: 1"=50'                                                                                                                                                 |  |
| KHA PROJECT NO.<br>190017006                                                              |  | DRAWN BY: DOM                    |  | CHECKED BY: WCR                                                                                                                                               |  |
| SHEET NUMBER<br>EX                                                                        |  | DATE                             |  | REVISIONS                                                                                                                                                     |  |
|                                                                                           |  | BY                               |  | APR DATE                                                                                                                                                      |  |
|                                                                                           |  |                                  |  | APR BY                                                                                                                                                        |  |





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| OPEN SPACE DATA                                 |                  |
|-------------------------------------------------|------------------|
| TOTAL ACRES                                     | ±96.694 AC       |
| SINGLE FAMILY REQUIRED {(138 * 2.73/1000) * 20} | ± 7.53 AC        |
| MULTI-FAMILY REQUIRED {(124 * 2.29/1000) * 20}  | ± 5.68 AC        |
| TOTAL REQUIRED OPEN SPACE                       | ± 13.21 D.U./AC  |
| OPEN SPACE PROVIDED                             | ± 30.9 AC        |
| BASIN OPEN SPACE PROVIDED                       | ± 2.36 AC        |
| TOTAL OPEN SPACE PROVIDED                       | ± 33.26 AC (34%) |
| ADDITIONAL OPEN AREA IN 100 YR FLOOD PLAIN      | ± 10.49 AC       |

Received By:  
Grove City Development  
4/24/24



Date: 09-11-24  
Introduced By: Ms. Burroughs  
Committee: Lands  
Originated By: Plan. Comm.  
Approved:  
Emergency: 30 Days:  
Current Expense:

No.: CR-37-24  
1st Reading: 09/16/24  
Public Notice:  
2nd Reading:  
Passed: Rejected:  
Codified: Code No:  
Passage Publication:

## RESOLUTION NO. CR-37-24

### A RESOLUTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS FOR THE INSTALLATION OF A SIGN FOR BUTTERFLY BOUTIQUE LOCATED AT 4038 BROADWAY IN THE HISTORICAL PRESERVATION AREA

---

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

WHEREAS, on September 03, 2024, the Planning Commission recommended approval of the Certificate of Appropriateness request for the installation of a sign exceeding the maximum permitted signage for a structure with the Historical Preservation Area with the following stipulations/deviations:

1. A deviation shall be granted from Section 1138.25(a)(2) to allow two window signs in a single window; and
2. A deviation shall be granted from Section 1138.28 to exceed the maximum permitted amount of signage (10 sq. ft.) by 2.39 square feet for a total permitted sign area of 12.39 sq. ft.

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

SECTION 1. This Council hereby approves the Certificate of Appropriateness for the installation of a sign for Butterfly Boutique located at 4038 Broadway, contingent upon the stipulations/deviations set by Planning Commission.

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

\_\_\_\_\_  
Christine Houk, President of Council

\_\_\_\_\_  
Richard L. Stage, Mayor

Passed:  
Effective:

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution  
is correct as to form.









Grove City Building Division  
4035 Broadway  
Grove City, OH 43123  
614-277-3075 (Phone)  
614-277-3090 (Fax)  
GroveCityOhio.gov

# ADMINISTRATIVE CERTIFICATE OF APPROPRIATENESS APPLICATION

Return form by: ☐ Fax ☐ Email ☐ Pickup ☐ Call

## PROPERTY INFORMATION

Business Name Robarco / Sommer House Gallery = Subletting to Butterfly Boutique  
Address 4038 Broadway GC Unit/Ste. --- Grove City, OH 43123  
Parcel I.D. \_\_\_\_\_ Development \_\_\_\_\_ Zoning \_\_\_\_\_ HPA \_\_\_\_\_

## OWNER / APPLICANT INFORMATION

### PROPERTY OWNER

Name Robarco / Sommer House Gallery  
Address 4038 Broadway  
City/State/Zip GC 43123  
Phone Rebecca Sommer 614.871.4620  
cell 614.348-0858  
Email Sommer.art@gmail.com

### APPLICANT (if different from owner)

Name Sublet to Butterfly Boutique (Katie Fleming)  
Address 6101 Willow Aster Glen  
City/State/Zip Grove City, OH 43123  
Phone 614.306.8712  
Email Antryk2@gmail.com

I, Rebecca Sommer, the applicant or applicant's duly authorized agent, have read and understand the contents of this submittal. The information contained, including attached exhibits, is complete and true/correct, to the best of my knowledge. Site visits to the property may be necessary by City representatives. The owner/applicant hereby authorizes representatives to visit and/or photograph the property described in this application. + Look across the street @ window.

Signature of Applicant Katie Fleming Date 3-14-24

Signature of Owner Rebecca Sommer Date March 14, 2024  
Lessor & duly authorized agent

## PROJECT TYPE

- ☐ Exterior Building Alterations or Additions ☐ Model Home  
☐ Site Modifications (Including Parking Lots) ☐ Exterior Maintenance in the HPA  
☐ Temporary Portable Structures ☐ Sign Replacement in the HPA  
☒ Other Adding Business name to window

## SUBMITTAL REQUIREMENTS

- Narrative describing the project
- Site plan, including location of all structures, signs and pavement as well as all easements or setback lines
- Grading plan (if applicable)
- Landscaping plan (if applicable)
- Lighting details (if applicable)
- Existing and proposed elevation plans or photographs (in color)
- Material list and manufacturer's specifications Vinyl letters
- Any additional plans or documents deemed necessary by the reviewer,

Per Sections 1138 and 1143 of Grove City's Codified Ordinances.

## FEES

There is no base fee attached to this application; however, fees for plans examination may be required, depending on the nature of the project. Those fees will be based upon the hourly rate charged by the contracted plans examiner, and the applicant will be billed for those fees by the City of Grove City. The applicant will be advised at the time of application whether plan reviews are required.

## OFFICE USE

### ZONING APPROVAL

By \_\_\_\_\_ Date \_\_\_\_\_





# NARRATIVE FORM

Grove City Building Division • 4035 Broadway, Grove City, OH 43123 • 614-277-3075 • 614-277-3090 (Fax) • GroveCityOhio.gov

ATTACH THIS FORM TO ANY OTHERS when providing additional information. If more space is needed, please complete a second Narrative Form.

|                                                                                                                                                         |                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| Project Name<br><i>Butterfly Boutique</i>                                                                                                               | Name of person completing Narrative<br><i>Rebecca Sommer</i> |
| This Narrative accompanies what other Form(s)?<br><i>The form of respect for one of the town center's longest running small businesses to carry on.</i> |                                                              |

WINDOW 102" ←→

**Butterfly BOUTIQUE**

↑ 8" High B.F.I  
4 3/4" High lowercase  
7 1/2" y

↑ All 4" High  
"BOUTIQUE" = 29" Long

← 20" →  
All white vinyl Full name letters

MAR 18 2024

102"

**SOMMER HOUSE GALLERY**

12" High first letters S · H · G  
8" High rest of the words

38"

DOOR

## APPLICANT ACKNOWLEDGMENT & SIGNATURE

Once submitted, this application becomes a public document. Falsification of a public document is a violation of Ohio Revised Code 2921.13(a)(3), a misdemeanor of the first degree, punishable by up to six months imprisonment, or a fine of \$1,000, or both. By signing below, I acknowledge I have read and understand the above notice and confirm the information provided is true and complete to the best of my ability.

|                       |                                        |                                     |                                   |
|-----------------------|----------------------------------------|-------------------------------------|-----------------------------------|
| APPLICANT INFORMATION | Applicant Name<br><i>Katie Fleming</i> | Phone Number<br><i>614-306-8712</i> | Email<br><i>Antryk2@gmail.com</i> |
|                       | Signature<br><i>Katie Fleming</i>      |                                     | Date<br><i>3-14-24</i>            |







Date: 09-11-24  
Introduced By: Ms. Burroughs  
Committee: Lands  
Originated By: Plan. Comm.  
Approved:  
Emergency: 30 Days:  
Current Expense:

No.: CR-38-24  
1st Reading: 09/16/24  
Public Notice:  
2nd Reading:  
Passed: Rejected:  
Codified: Code No:  
Passage Publication:

## RESOLUTION NO. CR-38-24

### A RESOLUTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS FOR THE INSTALLATION OF A SIGN FOR THE CHANDLER LOCATED AT 4048 BROADWAY IN THE HISTORICAL PRESERVATION AREA

---

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

WHEREAS, on September 03, 2024, the Planning Commission recommended approval of the Certificate of Appropriateness request for the installation of a sign exceeding the maximum permitted signage for a structure with the Historical Preservation Area with the following stipulations/deviations:

1. A deviation shall be granted from Section 1138.23(d) to exceed the maximum size of four sq. ft. of interior signage by 7.89 sq. ft. for a total sign area of 11.89 sq. ft.

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

SECTION 1. This Council hereby approves the Certificate of Appropriateness for the installation of a sign for The Chandler located at 4048 Broadway, contingent upon the stipulations/deviations set by Planning Commission.

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

\_\_\_\_\_  
Christine Houk, President of Council

\_\_\_\_\_  
Richard L. Stage, Mayor

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

\_\_\_\_\_  
Stephen J. Smith, Director of Law

Passed:  
Effective:

Attest:

I Certify that this resolution  
is correct as to form.



# **Sign for The Shop Window of The Chandler**

## **Overview**

A custom-made, rectangular sign of 72" x 24" (3066 in<sup>2</sup>) with a brown wooden frame. The store name, "The Chandler" and "Pour-your-own-candle", with art nouveau designs surrounding it, is printed on the cream-white face of the sign.

## **Purpose and Intent**

- To provide a first impression our candle-making workshop in a manner that's visually cohesive to our interior design in a way that doesn't tamper with the aesthetic of the surrounding area.
- Attract attention and elicit interests from the pedestrians of Grove City's Civic Center and provide them a quick and concise idea of what services we specialize in "Pour your own candles"

## **Design and Aesthetic Considerations**

The sign has been carefully designed to adhere to brand determinations of The Chandler. Its size has been measured with careful consideration of the dimensions of the shop window.

## **Relation to Existing and Future Land Use**

Because the project is a sign suspended from a shop window it has no relation to existing or future land use in the surrounding area.









Grove City Building Division  
4035 Broadway  
Grove City, OH 43123  
614-277-3075 (Phone)  
614-277-3090 (Fax)  
GroveCityOhio.gov

JUN 27 2024

# COMMERCIAL SIGN PERMIT APPLICATION

Return form by: ☐ Fax ☐ Email ☐ Pickup ☐ Call

## PROPERTY INFORMATION

Address 4048 Broadway Unit/Ste. \_\_\_\_\_ Grove City, OH 43123  
Parcel I.D. \_\_\_\_\_ Development \_\_\_\_\_ Zoning \_\_\_\_\_ HPA \_\_\_\_\_

## PROPERTY OWNER INFORMATION

Name Robarco Inc Phone 614-871-2849  
Address 1788 Killdeer Pr. Grove City Email \_\_\_\_\_

## BUSINESS/OCCUPANT INFORMATION

Business Name Winchester Wine LLC dba. The Chandler  
Business Contact Zack Raybal Phone 614-887-8381  
Email Zack@thechandler.co

## FEES

Base Fee (first sign) \$ 50.00  
Add'l Signs x \$25 \$ \_\_\_\_\_  
HPA Sign \$15 \$ \_\_\_\_\_  
A-frame \$ 0.00  
Subtotal \$ 15.00  
State Fee 3% \$ .45  
Total Fees Due \$ 15.45

## SITE/SIGN INFORMATION

Ground Sign Setback (min. 10' r.o.w.) \_\_\_\_\_ Cost of Signs \$ \_\_\_\_\_  
Lot Frontage \_\_\_\_\_ Building Frontage \_\_\_\_\_ Width of Tenant Space \_\_\_\_\_  
Total No. of existing ground signs on site \_\_\_\_\_ Total Area \_\_\_\_\_  
Total No. of existing wall/window signs on site \_\_\_\_\_ Total Area \_\_\_\_\_

| Type                                                                                                                                                                   | Style                                                                                               | Qty.     | Dimension        | Total<br>SQ. FT. | Copy/Message                                       | Ill.                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|----------|------------------|------------------|----------------------------------------------------|------------------------------------------------------------|
| Checkbox Abbreviations: Type: New (N), Alteration (A) or Replacement (R) Style: Wall (Wa), Monument (M) or Window (Wi)<br>Illumination: Internal (In) or External (Ex) |                                                                                                     |          |                  |                  |                                                    |                                                            |
| <input checked="" type="checkbox"/> N<br><input type="checkbox"/> A<br><input type="checkbox"/> R                                                                      | <input type="checkbox"/> Wa<br><input type="checkbox"/> M<br><input checked="" type="checkbox"/> Wi | <u>1</u> | <u>21" x 24"</u> | <u>11.8</u>      | <u>The Chandler</u><br><u>Pour your own candle</u> | <input type="checkbox"/> In<br><input type="checkbox"/> Ex |
| <input type="checkbox"/> N<br><input type="checkbox"/> A<br><input type="checkbox"/> R                                                                                 | <input type="checkbox"/> Wa<br><input type="checkbox"/> M<br><input type="checkbox"/> Wi            |          |                  |                  |                                                    | <input type="checkbox"/> In<br><input type="checkbox"/> Ex |
| <input type="checkbox"/> N<br><input type="checkbox"/> A<br><input type="checkbox"/> R                                                                                 | <input type="checkbox"/> Wa<br><input type="checkbox"/> M<br><input type="checkbox"/> Wi            |          |                  |                  |                                                    | <input type="checkbox"/> In<br><input type="checkbox"/> Ex |
| Total Square Footage for All Signs<br>(Excluding Ground Signs)                                                                                                         |                                                                                                     |          |                  | <u>11.8</u>      |                                                    |                                                            |

**SUBMITTAL REQUIREMENTS:** 2 sets of the following with this application: (1) scaled and dimensioned site plans showing all existing and proposed signs, their size and height, streets, property lines and buildings on site; (2) colored, scaled and dimensioned elevations of all proposed signs with applicable foundation and attachment details and manufacturer's information for all light fixtures on externally lit signs; (3) scaled and dimensioned landscape plans for ground signs listing type, size and quantity of plants. • The installer and owner of this sign(s) agrees to conform to the regulations of Chapters 1145/1138 of the Codified Ordinances of the City of Grove City, State of Ohio and the National Electric Code pertaining to signs and the installation of signs and to construct the proposed sign(s) in accordance with the plans and specifications submitted herewith and certify the information and statements given on this application, plans and specifications are to the best of their knowledge true and correct.

## SEPARATE ELECTRIC PERMIT AND PRE-INSTALLATION INSPECTION REQUIRED

## OFFICE USE

Receipt No. \_\_\_\_\_  
Check No. \_\_\_\_\_  
Date Entered \_\_\_\_\_  
Date Issued \_\_\_\_\_

## APPROVAL

Approved ☐ Approved as Noted ☐  
Disapproved ☐  
By \_\_\_\_\_ Date \_\_\_\_\_

## CONTRACTOR INFORMATION

Registration No. n/a

Contractor Zach Contact \_\_\_\_\_  
Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
Signature \_\_\_\_\_ Owner \_\_\_\_\_ Agent \_\_\_\_\_

24-Hour Inspection Line: 614-277-1815

For next business day inspections, requests must be called in before noon or contractors may use the online inspection service as late as 8 p.m., seven days a week.



Date: 09/06/24  
Introduced By: Mr. Dew  
Committee: Service  
Originated By: Mr. Berry  
Sponsor: Mr. Berry  
Emergency: 30 Days  
Current Expense: \_\_\_\_\_

No.: CR-39-24  
1st Reading: 09/16/24  
Public Notice:  
2nd Reading:  
Passed: \_\_\_\_\_ Rejected:  
Codified: \_\_\_\_\_ Code No:  
Passage Publication:

## RESOLUTION NO. CR-39-24

### A RESOLUTION TO WAIVE THE HOURS OF OPERATION AS PROVIDED IN SECTION 6 OF THE DORA APPLICATION AS APPROVED BY ORDINANCE C-17-19 FOR THE ANNUAL 5K9 WALK/RUN ON OCTOBER 06, 2024 IN THE TOWN CENTER

---

WHEREAS, the Annual 5K9 Walk/Run will be held on October 06, 2024 and will be combining with the Speak for the Unspoken Event in the Town Center; and

WHEREAS, the 5K9 Walk/Run takes place in the morning and the Speak for the Unspoken event begins in the afternoon; and

WHEREAS, in order to encourage people to stay in the Town Center for both events, it is desirous to take advantage of the DORA, allowing for shopping and walking around the Town Center; and

WHEREAS, permitting the DORA to begin at 10:00 a.m. for this one event will allow for the desired outcome.

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

SECTION 1. The provisions of Section 6 of the DORA Application, as approved by Ordinance -17-19, pertaining to the hours of operation are hereby temporarily permitted to be 10:00 a.m. – midnight for this one occasion for the 5K9 and Speak for the Unspoken Event, on October 06, 2024.

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

\_\_\_\_\_  
Christine Houk, President of Council

Passed:  
Effective:

\_\_\_\_\_  
Richard L. Stage, Mayor

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form.

\_\_\_\_\_  
Stephen J. Smith, Director of Law



Date: 08-26-24  
Introduced By: Mr. Sigrist  
Committee: Finance  
Originated By: Mr. Turner  
Approved: Mr. Boso  
Emergency: 30 Days: X  
Current Expense:

No.: C-33-24  
1st Reading: 09/03/24  
Public Notice: 09/04/24  
2nd Reading: 09/16/24  
Passed:  Rejected:   
Codified:  Code No:   
Passage Publication:

## ORDINANCE C-33-24

### AN ORDINANCE TO APPROPRIATE \$10,712,737.88 FROM VARIOUS FUNDS FOR THE CURRENT EXPENSE OF THE COLUMBUS STREET IMPROVEMENT PROJECT

---

WHEREAS, the City of Grove City has received competitive bids to improve the Columbus Street Corridor; and

WHEREAS, improvements to the corridor include increased sanitary sewer and stormwater effectiveness in the West Water Run and Grove City Creek watersheds as well as improvements to Columbus Street between Dudley Avenue and Hoover Road to support safe vehicular, pedestrian and bicycle traffic; and

WHEREAS, the City has applied for and received an award from the Ohio Public Works Commission for the improvements in the amount of \$3,499,999.00 which includes a grant of \$2,621,499.00 and a loan of \$878,500.00; and

WHEREAS, the City has applied for and received a loan from the Water Pollution Control Loan Fund in the amount of \$2,550,040.14; and

WHEREAS, the City has American Recovery Plan Act funds in the amount of \$3,570,758.77 which are eligible for this project; and

WHEREAS, the total project cost is estimated to be \$10,712,737.88; and

WHEREAS, an appropriation from the general fund in the amount of \$1,091,939.97 is necessary to proceed with the project; and

WHEREAS, this funding will support the construction phase of the improvement, including construction and construction management.

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

SECTION 1. There is hereby appropriated \$3,499,999.00 from the unappropriated monies of the Capital Improvement Fund to account number 305000.603283 for current expenses of the Columbus Street Project.

SECTION 2. There is hereby appropriated \$2,550,040.14 from the unappropriated monies of the Sewer Fund to account number 502800.577000 for current expenses of the Columbus Street Project.

SECTION 3. There is hereby appropriated \$3,570,758.77 from the unappropriated monies of the Local Fiscal Recovery Fund to account number 141000.578000 for current expenses of the Columbus Street Project.



SECTION 4. There is hereby appropriated \$1,091,939.97 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund and appropriated to account number 305000.603283 for current expenses of the Columbus Street Project.

SECTION 5. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

\_\_\_\_\_  
Christine Houk, President of Council

Passed:

\_\_\_\_\_  
Richard L. Stage, Mayor

Effective:

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

\_\_\_\_\_  
Stephen J. Smith, Director of Law

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

\_\_\_\_\_  
Michael A. Turner, Director of Finance



Date: 08-26-24  
Introduced By: Mr. Sigrist  
Committee: Finance  
Originated By: Mr. Hurley  
Approved: Mr. Boso  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No.: C-34-24  
1st Reading: 09/03/24  
Public Notice: 09/04/24  
2nd Reading: 09/16/24  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-34-24

### AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH OARnet – VMware ELA FOR OPERATING THE CITY’S VIRTUAL ENVIRONMENT

WHEREAS, the City utilizes VMware Cloud Foundation Plus software and services to manage and operate its virtualization environment; and

WHEREAS, the current Agreement is expiring and a new, multi-year agreement is required in order to secure the best pricing; and

WHEREAS, because the Agreement exceeds twelve (12) months, it must be approved by Ordinance.

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

SECTION 1. City Council hereby authorizes the City Administrator to enter into an agreement with OARnet – VMware ELA for licensing and support of our virtual environment as set forth in Exhibit A.

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

\_\_\_\_\_  
Christine A. Houk, President of Council

Passed:

\_\_\_\_\_  
Richard L. Stage, Mayor

Effective:

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I certify that this  
ordinance is correct as to form.

\_\_\_\_\_  
Stephen J. Smith, Director of Law





1224 Kinnear Road Columbus, Ohio 43212 • Phone: (614) 292-9191 • Fax: (614) 292-9397 • [www.oar.net](http://www.oar.net)

**TO:** Kevin Litman  
Web Manager  
City of Grove City  
3226 Kingston Ave  
Grove City, OH 43123 USA

**FROM:** OARnet  
1224 Kinnear Rd  
Columbus, OH 43212

**EMAIL:** [klitman@grovecityohio.gov](mailto:klitman@grovecityohio.gov)

**EMAIL:** [oarnetvmware@oar.net](mailto:oarnetvmware@oar.net)

**WEB:** [www.oar.net](http://www.oar.net)

**PHONE:** (614) 277-3005

**FAX:** (614) 292-9397

**TERMS:** OARnet-VMware ELA  
Remit to: The Ohio State University  
Accounts Receivable  
PO Box 182905, Columbus, Ohio 43218-2905  
Payment Terms: Net 30  
Credit Cards: VISA/MasterCard/AMEX/DISCOVER (2.85% processing fee)

**QUOTE NO:** 40434720  
**QUOTE DATE:** 08/21/2024  
**QUOTE EXPIRES:** 10/05/2024  
**TOTAL QUOTE:** \$161,040.96

| LINE NO.         | PRODUCT SKU   | DESCRIPTION                                                                 | PRODUCT PRICE | CO-TERM COST | QTY | SUBTOTAL     |
|------------------|---------------|-----------------------------------------------------------------------------|---------------|--------------|-----|--------------|
| YEAR 1           |               |                                                                             |               |              |     |              |
| 1                | VCF-CLD-FND-5 | VMware Cloud Foundation 5<br>Start Date: 10/05/2024<br>End Date: 07/30/2025 | \$95.00       | \$79.17      | 288 | \$22,800.96  |
| YEAR 1 SUBTOTAL: |               |                                                                             |               |              |     | \$22,800.96  |
| YEAR 2           |               |                                                                             |               |              |     |              |
| 2                | VCF-CLD-FND-5 | VMware Cloud Foundation 5<br>Start Date: 07/31/2025<br>End Date: 07/30/2026 | \$105.00      | \$105.00     | 288 | \$30,240.00  |
| YEAR 2 SUBTOTAL: |               |                                                                             |               |              |     | \$30,240.00  |
| YEAR 3           |               |                                                                             |               |              |     |              |
| 3                | VCF-CLD-FND-5 | VMware Cloud Foundation 5<br>Start Date: 07/31/2026<br>End Date: 07/30/2027 | \$115.00      | \$115.00     | 288 | \$33,120.00  |
| YEAR 3 SUBTOTAL: |               |                                                                             |               |              |     | \$33,120.00  |
| YEAR 4           |               |                                                                             |               |              |     |              |
| 4                | VCF-CLD-FND-5 | VMware Cloud Foundation 5<br>Start Date: 07/31/2027<br>End Date: 07/30/2028 | \$125.00      | \$125.00     | 288 | \$36,000.00  |
| YEAR 4 SUBTOTAL: |               |                                                                             |               |              |     | \$36,000.00  |
| YEAR 5           |               |                                                                             |               |              |     |              |
| 5                | VCF-CLD-FND-5 | VMware Cloud Foundation 5<br>Start Date: 07/31/2028<br>End Date: 07/30/2029 | \$135.00      | \$135.00     | 288 | \$38,880.00  |
| YEAR 5 SUBTOTAL: |               |                                                                             |               |              |     | \$38,880.00  |
| SUBTOTAL:        |               |                                                                             |               |              |     | \$161,040.96 |
| TOTAL QUOTE:     |               |                                                                             |               |              |     | \$161,040.96 |



Please note, by executing this quote, you agree to purchase the above software through July 30, 2029. You have the ability to pay for the entire amount or for the current year listed. This quote reflects current pricing and is valid through the above expiration date. Prior to submitting a PO, ensure this quote has not expired. If the quote has expired, please request a refreshed quote.

TO ORDER: Submit a copy of this quote along with your PO to: [oarnetvmware@oar.net](mailto:oarnetvmware@oar.net). Quote number should be referenced on your Purchase Order.

#### OARnet Terms and Conditions

The use of these products and services are governed by the following terms and conditions provided herein.

#### VMware by Broadcom Terms and Conditions

The terms and condition OARnet negotiated with VMware by Broadcom are shown in the VMware by Broadcom Foundation Agreement available for review on the OARnet website at <https://www.oar.net/services/application>. These terms and conditions cannot be changed.

#### OARnet Terms and Conditions

##### 1. Payment Terms

Failure to Pay: End User shall pay to OARnet the amounts set forth for the Products and Services within this quote. Payment is due upon 30 days of receipt of invoice. Pursuant to Section 2 below, OARnet may terminate this Agreement and demand End User no longer use the Product upon the failure of End User to pay charges when due. Such termination or denial will not relieve End User of responsibility of the payment of all accrued charges, plus reasonable interest, and any collection fees as allowable under Ohio Revised Code

##### 2. Term and Termination

The initial term of this Agreement shall commence on the date this Agreement is executed and shall continue until July 30, 2029. OARnet may terminate this Agreement upon 30 days' notice for End User's failure to pay invoice(s) when due or immediately for material breach of any other term of this Agreement and demand End User no longer use the Product. If the Term of this Agreement extends into fiscal years subsequent such continuation may be contingent upon the appropriation of funds from the Ohio Legislature or Controlling Board or legal funding entity. If such funds are not appropriated, End User may terminate this Agreement in whole upon written notice to OARnet.

##### 3. Early Termination

In the event of Early Termination, the End User will be responsible for 100% of the unpaid balance for the remaining term of the contract unless the termination is the result of a non-appropriation of funds.

##### 4. Limitation of Liability

OARnet shall not be liable to End User for any damage arising out of any event that is beyond the control of OARnet. OARnet shall not be liable to End User for any indirect, special, incidental, exemplary, consequential or other form of money damages, including but not limited to lost profits or damages of any kind, however caused, arising out of or in connection with the use or provision of the Product, whether based in contract, tort or any other legal theory, and whether or not OARnet has been made aware of the possibility of those damages.

##### 5. Compliance with Applicable Law and Other Obligations

End User must comply with all laws, regulations, and policies applicable to their use of the Product, including, without limitation, U.S. export laws concerning use of the Product.

##### 7. Governing Law and Jurisdiction

This Agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part on this agreement must be brought in an Ohio court of competent jurisdiction.

##### 8. Entire Agreement; Amendments

This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. This Agreement may not be modified by and shall supersede any additional or contradictory term or condition of, any current or future purchase order from End User unless OARnet expressly agrees otherwise in writing. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.



**END USER CONTACT INFORMATION**

Entity/Customer/End User Name: \_\_\_\_\_

Portal Folder Name (if known): \_\_\_\_\_

**Technical Contact (Primary):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Billing Contact:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

IN WITNESS WHEREOF, customer hereto warrants and represents that this order form has been executed by a duly authorized representative, and it constitutes the legal, valid, and binding obligation.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Date: 09-12-24  
Introduced By: Mr. Sigrist  
Committee: Finance  
Originated By: Mr. Hurley  
Approved: Mr. Boso  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No.: C-36-24  
1st Reading: 09/16/24  
Public Notice: 09/17/24  
2nd Reading: 10/07/24  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-36-24

### AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH AXON FOR UPGRADED POLICE EQUIPMENT

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WHEREAS, the current in-car video systems have reached end-of-life and support; and

WHEREAS, the body cameras currently being used are experiencing performance issues; and

WHEREAS, the Division of Police needs to replace their aging Tasers; and

WHEREAS, the new systems will bring all digital assets into one system with unlimited storage and have a routine replacement schedule,

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

SECTION 1. City Council hereby authorizes the City Administrator to enter into an agreement with AXON, as set forth in Exhibit A.

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

\_\_\_\_\_  
Christine A. Houk, President of Council

Passed:

\_\_\_\_\_  
Richard L. Stage, Mayor

Effective:

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I certify that this  
ordinance is correct as to form.

\_\_\_\_\_  
Stephen J. Smith, Director of Law



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.



- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.



8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Customer or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or a Customer end user; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
  - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
  - 16.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
  - 16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.



**18. General.**

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to [legal@axon.com](mailto:legal@axon.com).
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

**AXON:****Axon Enterprise, Inc.****CUSTOMER:****Grove City Police Department (OH)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_









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## Axon Cloud Services Terms of Use Appendix

1. Definitions.
  - a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
  - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
  - c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
  - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
  - e. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
  - f. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
  - a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.





## Master Services and Purchasing Agreement for Customer

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- b. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Customer, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
9. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
10. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
11. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
13. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
14. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
15. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**
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## Master Services and Purchasing Agreement for Customer

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16. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to [privacy@axon.com](mailto:privacy@axon.com). Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
17. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
- c. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
  - d. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
  - e. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
  - f. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
18. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- g. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - h. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - i. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - j. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;
  - k. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - l. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - m. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - n. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
19. **Axon Narrative.** AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
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## Master Services and Purchasing Agreement for Customer

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21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
  22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
  23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



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**Axon Customer Experience Improvement Program Appendix**

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1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
  - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1<sup>1</sup>. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
  - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

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<sup>1</sup> For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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## Master Services and Purchasing Agreement for Customer

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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.





## Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

### System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

### Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

### Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

### System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

### Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

### Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### [Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

### Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

### System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need





## Master Services and Purchasing Agreement for Customer

- Troubleshoot IT issues with Axon Evidence and Dock access

### **Dock configuration**

- Work with Customer to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer
- Does not include physical mounting of docks

### **Axon instructor training (Train the Trainer)**

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

### **End user go-live training and support sessions**

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### **[Implementation document packet](#)**

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

### **System set up and configuration**

- Configure Axon Evidence categories & custom roles based on Customer need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

### **Dedicated Project Manager**

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout

### **Best practice implementation planning session to include:**

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

### **System Admin and troubleshooting training sessions**

On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

### **Axon Evidence Instructor training**

- Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Customer
- **For the CEW Starter Package:** Training for up to 1 individual at Customer

### **TASER CEW inspection and device assignment**

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

### **Post go-live review**

**For the CEW Full Service Package:** On-site assistance included.  
**For the CEW Starter Package:** Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

### **Archival of CEW Firing Logs**

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.





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### Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

\*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

#### Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

#### Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer





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computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
16. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.





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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.





### TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

| <b><u>Customer Size</u></b> | <b><u>Days to Return from Start Date of TASER 10 Subscription</u></b> |
|-----------------------------|-----------------------------------------------------------------------|
| Less than 100 officers      | 60 days                                                               |
| 100 to 499 officers         | 90 days                                                               |
| 500+ officers               | 180 days                                                              |

5. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
  - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
  - 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
  - 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating





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for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.





### Axon Auto-Tagging Appendix

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If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
  - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.





### Axon Fleet Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") is included on the Quote, this Appendix applies.

#### 1. **Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

#### 2. **Cradlepoint.** If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.

#### 3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

#### 4. Wireless Offload Server.

- 4.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

- 4.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

- 4.3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

- 4.4. **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

#### 5. Axon Vehicle Software.

- 5.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

- 5.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.





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6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
  - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
  - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.





### Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
  - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.





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**Add-on Services Appendix**

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.
  - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
  - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.





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## Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

### 1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

### 2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

### 3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

### 4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

### 5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is

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considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;
  - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
  - 5.3. the structure of and relationship of API Service resources; and
  - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.





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**Axon Event Offer Appendix**

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability**. The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



Date: 09-12-24  
Introduced By: Mr. Sigrist  
Committee: Finance  
Originated By: Mr. Rauch  
Approved: Mr. Boso  
Emergency: 30 Days: X  
Current Expense:

No.: C-37-24  
1st Reading: 09/16/24  
Public Notice: 09/17/24  
2nd Reading: 10/07/24  
Passed: Rejected:  
Codified: Code No:  
Passage Publication:

## ORDINANCE C-37-24

### AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF TAX INCREMENT FINANCING AGREEMENTS WITH EPCON HARRIS, LLC AND CIMINELLO LANDS CO., LLC IN CONNECTION WITH THE DEVELOPMENT OF 92± ACRES WITHIN THE CITY

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WHEREAS, Epcon Harris, LLC (the “Incentive District Developer”) and Ciminello Land Co. LLC (the “Parcel TIF Developer,” and together with the Incentive District Developer, the “Developers”) are pursuing the development of approximately 92 acres of real property located within the boundaries of the City of Grove City (the “Site”) by constructing or causing the construction of 138 single-family homes, 36 attached “for sale” townhomes, and 88 “for rent” townhomes and related improvements thereon and otherwise improving the Site (the “Development”), provided that the appropriate development incentives are available to support the Development; and

WHEREAS, to support the Development, the City expects to adopt an ordinance (the “TIF Ordinance”) to declare (i) declare the increase in assessed value to the Site as a result of the Development as a public purpose, (ii) exempt 100% of the increase in assessed value as a result of the Development for a period of 30 years, and (iii) identify the public infrastructure improvements to be made on or in support of the Site by the Developers or the City (the “Public Infrastructure Improvements”); and

WHEREAS, in anticipation of the adoption of the TIF Ordinance, this Council has determined to provide for the execution and delivery of agreements between the City and each of the Developers (each a “TIF Agreement”) by which the City will cause each of the Developers to construct or cause to be constructed certain Public Infrastructure Improvements; and

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

SECTION 1. This Council authorizes and directs the City Administrator, the City Law Director, the City Finance Director, or other appropriate officers of the City: to prepare and sign the TIF Agreement with each Developer, the forms of which is attached hereto as Exhibit A and Exhibit B, respectively, with such revisions, additions, or changes as may be approved by the officer signing such TIF Agreement on behalf of the City, which approval shall be conclusively evidenced by that officer’s signing of the TIF Agreement.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

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

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Christine A. Houk, President of Council



Passed:

\_\_\_\_\_  
Richard L. Stage, Mayor

Effective:

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I certify that this  
ordinance is correct as to form.

\_\_\_\_\_  
Stephen J. Smith, Director of Law



TAX INCREMENT FINANCING AGREEMENT  
(HARRIS FARM PROJECT)

This TAX INCREMENT FINANCING AGREEMENT (this “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between GROVE CITY, OHIO, a municipal corporation duly organized and validly existing under the constitution and the laws of the State of Ohio and under its Charter (the “City”), and EPCON HARRIS, LLC, an Ohio limited liability company (the “Company”).

WITNESSETH:

WHEREAS, Company has acquired or will acquire certain real property which is located within the jurisdiction of the City, consisting of approximately 76.34 acres, which, as of the Effective Date, comprises all of Parcel Number 040-017498-00, and a portion of Parcel Numbers 040-017497-00 and 040-017499-00 in the records of the Office of the Auditor of Franklin County, Ohio (the “Auditor”), which is further described in Exhibit A attached hereto and incorporated herein by reference (the “Harris Farm TIF Incentive District” or the “Property”); and

WHEREAS, Company plans to develop the Harris Farm TIF Incentive District by constructing or causing the construction of (i) 138 single-family homes, and (ii) 36 attached “for sale” townhomes and related improvements thereon (the “Private Improvements”); and

WHEREAS, the Property will also include four estate lots that will not be developed by the Company, and are not included in the Private Improvements; and

WHEREAS, in order to provide for the orderly development of the Private Improvements, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Section 6 and in Exhibit B attached hereto and incorporated herein by reference (the “Public Infrastructure Improvements”), which City and Company agree will benefit and serve the Property and the general area of the City; and

WHEREAS, the City Council intends to adopt an ordinance (the “TIF Ordinance”) to form a tax increment financing incentive district in accordance with Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (collectively, the “TIF Statutes”); and

WHEREAS, pursuant to the TIF Ordinance, the City expects to declare that one hundred percent (100%) of the increase in the assessed value of the Property subsequent to the effective date of the TIF Ordinance (such increase hereinafter referred to as the “Improvement,” as further defined in Ohio Revised Code Section 5709.40 and the TIF Ordinance, which Improvement is a public purpose and is exempt from taxation for a period commencing with the earlier of (i) the first tax year following the effective date of the TIF Ordinance in which an Improvement of at least \$50,000 assessed value (e.g., 35% of true value) for any parcel in the Incentive District is recognized by the Auditor so that it first appears on the tax list and duplicate of real and public utility property, or (ii) tax year 2033 and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes and the TIF Ordinance (the “TIF Exemption”); and



WHEREAS, City has determined that it is necessary and appropriate and in the best interest of City to provide for the current owner(s) (initially, the Company) of each parcel of real property contained within the Property (each such parcel to be referred to herein as a “Parcel”) and any future owners of each Parcel (with the Company and each such future owner referred to herein individually as an “Owner” and collectively as the “Owners”) to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (the “Service Payments”) to the Franklin County Treasurer (the “County Treasurer”), which Service Payments will be used, in part, to pay the costs of Public Infrastructure Improvements, all pursuant to and in accordance with the TIF Statutes, the TIF Ordinance, and this Agreement; and

WHEREAS, City has determined that a portion of the Service Payments shall be paid directly to the South-Western City School District (the “School District”) in an amount equal to the real property taxes that the School District would have been paid if the Improvements to the Parcels located in the School District had not been exempt from taxation pursuant to the TIF Ordinance; and

WHEREAS, the City Council, by its Ordinance No. 2024-\_\_, adopted \_\_\_\_\_, 2024 (the “Implementing Ordinance”), approved the terms of this Agreement and authorized its execution on behalf of the City; and

WHEREAS, the parties desire to enter into this Agreement on the terms and conditions hereinafter set forth to provide for the collection of and disbursement of the Service Payments and to facilitate the construction of the Public Infrastructure Improvements, which will directly benefit the Property, including the reimbursement of certain costs of constructing the Public Infrastructure Improvements; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein and to induce the City to proceed with the construction of the Public Infrastructure Improvements, the parties agree to the foregoing and as follows:

Section 1.     Obligation to Make Service Payments.

(a)     Service Payments. Each Owner, including the Company, hereby agrees to make the Service Payments due during its period of ownership of one or more Parcels, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance, the provisions of Ohio law relating to real property tax collection, and any subsequent amendments or supplements thereto. Service Payments will be made semiannually to the County Treasurer (or to the County Treasurer’s designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Parcels in the Incentive District, until the respective expirations of the TIF Exemptions. Any late payments will bear penalties and interest at the then current rate established under Ohio Revised Code Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Ordinance and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Private Improvements to that Parcel (after credit for any other payments received by the City under Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time, with such



payments referred to herein as the “Property Tax Rollback Payments”) if it were not exempt from taxation pursuant to the TIF Exemptions, including any penalties and interest. City, Company, and each Owner agrees that the Harris Farm Public Improvement Tax Increment Equivalent Fund shall be created (the “TIF Fund”), and within such fund a separate account for each of the Incentive District and the Parcel TIF Area (as defined in the TIF Ordinance) shall be created (respectively, the “Harris Farm TIF District Account” and the “Parcel TIF Account”), which TIF Fund will receive all applicable Service Payments and Property Tax Rollback Payments made with respect to the Private Improvements to each Parcel that are payable to the City, together with any investment earnings on money in the TIF Fund.

(b) Priority of Lien. Company acknowledges, for itself and any and all future Owners, that the provisions of Ohio Revised Code Section 5709.91, which specify that the Service Payments for each Parcel will be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11, including, but not limited to, the priority of the lien and the collection of Service Payments, will apply to this Agreement and to the Parcels in the Incentive District and any improvements thereon.

(c) Failure to Make Payments. Should any Owner fail to make any payment required hereunder, that Owner shall pay, in addition to the Service Payments it is required to pay hereunder, such amount as is required to reimburse City for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys’ fees) required by the City to enforce the provisions of this Agreement against that Owner.

(d) Recordation. Promptly following the date when Company has obtained legal ownership of all or any portion of the Property, it shall, at its sole cost and expense, cause an instrument in substantially the form of Exhibit C to be recorded in the Franklin County, Ohio real property records for each Parcel in the Incentive District that provides evidence of the existence of this Agreement, it being understood and agreed that the lien of this Agreement shall, in accordance with Ohio Revised Code Section 323.11 and Ohio Revised Code Section 5709.91, be prior to any mortgage, assignment, lease or other conveyance by the Owners of any of their part of or interest in the Parcels within the Incentive District, and prior to any security instrument encumbering all or any part of or interest in the Parcels within the Incentive District; provided, however, that nothing contained in this Agreement shall be construed to permit acceleration of the Service Payments beyond the current year that such Service Payments are due. During the Term of this Agreement, the Owners shall cause all instruments of conveyance of any of their interest in all or any portion of the Parcels within the Incentive District, and of any improvements thereto, to subsequent mortgagees, lessees, lienholders, successors, assigns or transferees, to be made expressly subordinate and subject to this Agreement unless such interest is subordinate to this Agreement by operation of Ohio Revised Code Section 5709.91. It is intended and agreed, and it shall be so provided by each Owner in any future deed conveying a Parcel or any part thereof, that the covenants provided in this Agreement shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by City and Company whether or not such provision is included by the Owner in any succeeding deed to subsequent Owners. It is further intended and agreed that these agreements and covenants shall remain in effect for the full periods of all of the TIF Exemptions enacted pursuant thereto. Each Owner shall only be responsible for making Service Payments that become



due and payable during the period of that Owner's ownership of all or any portion of any Parcels within the Incentive District and only with respect to the portion of a Parcel within the Incentive District which is owned by the Owner. Upon satisfaction of each Owner's obligations under this Agreement and termination of the obligations of the Owners to make the Service Payments, City shall, upon the request of an Owner, execute an instrument in recordable form evidencing such termination and releasing the covenants running with the land set forth in the deed.

Section 2. Completion of Private Improvements. The Company hereby unconditionally guarantees the satisfactory and timely completion of the construction of the Private Improvements in a good and workmanlike manner on or before December 31, 2032, in substantial accordance with all legal requirements, subject to delay due to a Force Majeure (in which case, such completion deadline will be extended according to the length of the Force Majeure).

Section 3. Reserved.

Section 4. Establishment of TIF Fund by City. City agrees that it shall establish the TIF Fund, as a deposit fund to be held in the custody of City for the sole purpose of receiving the Service Payments made from the Owners to the County Treasurer and payable to City. Within the TIF Fund shall be separate accounts for the credit of service payments in lieu of taxes distributed to the City for the Incentive District. Pursuant to the TIF Ordinance and in accordance with the TIF Statutes, the County Treasurer is to distribute (i) a portion of the Service Payments paid with respect to the Incentive District Exemption to various taxing agencies for certain protected tax levies in accordance with Ohio Revised Code Section 5709.40(F), (ii) a portion of the Service Payments paid with respect to the Incentive District Exemption to the County Commissioners of Franklin County, Ohio (the "County") in accordance with a compensation agreement between the City and the County in respect of the Incentive District Exemption, and (iii) a portion of the Service Payments to the School District in an amount equal to the real property taxes that the School District that would have been paid if the Private Improvements to the Parcels located in the School District had not been exempt from taxation pursuant to the TIF Ordinance. Following such distribution, the County Treasurer is required to make distribution of the Service Payments to City, and any Service Payments received by the City shall be deposited to the TIF Fund. Any funds deposited in the TIF Fund following the foregoing required distributions shall be used as provided in Section 6 of this Agreement.

Section 5. Exemption Applications, Withdrawal, Maintenance and Notice. Company, or the Owner if the Company no longer owns the real property for which a TIF Exemption is being applied, shall prepare, execute and file such applications, documents and other information with the appropriate officials of the State, City or other public bodies as may be required to consent to or claim the TIF Exemptions. City, Company, and the Owners shall cooperate with one another in such preparation and filing, including, without limitation, by executing such applications and documents as may be appropriate in obtaining such exemption. City, Company, and the Owners agree to perform those acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the TIF Exemptions, and collect the Service Payments, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with the TIF Exemptions or the Service Payments. Each Owner agrees to appoint Company as its agent and representative and shall grant a power of attorney to the Company for



the purpose of filing any Ohio DTE Form 24 exemption application forms or successor forms or replacement forms necessary to claim the TIF Exemptions (a “TIF Exemption Form”). For each Parcel for which an Owner provides written consent to the City authorizing the City to file a TIF Exemption Form for each such Owner’s Parcel, the City agrees, at the request of the Company, to file a TIF Exemption Form for each such Parcel. City shall cause notice of the TIF Exemptions to be recorded and prepared in accordance with the provisions of Ohio Revised Code Section 5709.911(C)(1) at the County Recorder of Franklin County, Ohio.

Section 6.     Construction Obligations & Reimbursement.

(a)     Public Infrastructure Improvements. For purposes of this Agreement, costs of the Public Infrastructure Improvements eligible for reimbursement shall include the actual costs of the Public Infrastructure Improvements and all items of “costs of permanent improvements” set forth in Ohio Revised Code Section 133.15(B) and incurred by City directly or indirectly with respect to the Public Infrastructure Improvements as designated in Exhibit B (collectively, the “Public Infrastructure Improvements”). The portion of Hawthorne Parkway, from the Epcon terminus, east to Borror Road (the “City Hawthorne Parkway Improvements”) will be constructed by the City with timing that is determined in coordination with the Company, [Ciminello Entity], the Ohio Department of Transportation (ODOT) and the Franklin County Engineer, as applicable. By and through the adoption of the TIF Ordinance and by this Agreement, City will have designated all of the Public Infrastructure Improvements as “public infrastructure improvements” as defined in Ohio Revised Code Sections 5709.40(A)(8) that benefit or serve the TIF Parcel Area and the Incentive District. The City shall be entitled to reimbursement from the TIF Fund for all amounts spent by the City on the City Hawthorne Parkway Improvements and any other costs of Public Infrastructure Improvements incurred by the City, plus interest to be calculated at the rate of five percent (5.0%) per year (“Interest”) until such costs have been reimbursed in full in accordance with this Section.

(b)     Company Infrastructure Obligations. The Company shall install (i) a left turn lane at the London-Groveport Road (SR-665) and Hawthorne Parkway intersection, which turn lane shall be a minimum of 285 feet, including a 50-foot diverging table; (ii) the portion of Hawthorne Parkway extending no less than 50 feet beyond the eastern radius of the road’s intersection with Paul Harris Drive (private); and (iii) certain sewer infrastructure in support of the Private Improvements (collectively, the “Company Infrastructure Obligations”). The Company shall commence the Company Infrastructure Obligations in conjunction with the timing of the commencement of the Private Improvements, and the Company Infrastructure Obligations shall be completed within one year after the receipt of all approvals required to commence construction of the Company Infrastructure Obligations. The parties hereto agree that costs of the Company Infrastructure Obligations shall be borne exclusively by the Company and are not eligible for reimbursement from the TIF Fund. The Company and the City agree to cooperate in preparing the construction plan and coordinating contractors for the extension of Company Infrastructure Obligations and the City Hawthorne Parkway Improvements. In addition, the Company has the right, but not the obligation, to install a temporary stone egress road from the Property to Borror Road at the Company’s cost to facilitate secondary emergency access prior to the Company’s request for its 30<sup>th</sup> certificate of occupancy for the Private Improvements if the City Hawthorne Parkway Improvements are not completed by that time. Delays in the City’s completion of the



City Hawthorne Parkway Improvements shall not relieve the City of its obligation to issue certificates of occupancy for the Private Improvements in the ordinary course.

(c) Sanitary Sewer Oversizing. The Company will also be responsible for installing certain sewer infrastructure. City and the Company agree that the cost of oversizing certain sewer improvements to be paid by the Company shall be eligible for reimbursement in accordance with and pursuant to Section 1101.11 of the City's Codified Ordinances.

Amounts deposited in the TIF Fund (after the required payments to the School District and the County as described in Section 4 hereof) shall be disbursed (i) *first*, to the City to reimburse the costs of the City Hawthorne Parkway Improvements and all accrued and unpaid Interest thereon until such amount has been paid in full; and (ii) *second*, once the City has been fully reimbursed the amount for the City Hawthorne Parkway Improvements and all accrued and unpaid Interest thereon, the TIF Fund shall be disbursed to City for any purpose permitted under the TIF Statutes and the TIF Ordinance, as each may be amended from time to time.

Section 7. Certain Representations and Warranties of City. City represents and warrants as of the date of delivery of this Agreement that:

(a) It is a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio.

(b) It has duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement and to constitute this Agreement as a valid and binding obligation of the City enforceable in accordance with its terms.

(c) It is not in violation of or in conflict with any provision of the laws of the State or of the United States of America applicable to City that would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement, nor will its execution, delivery and performance of this Agreement (i) result in such a violation or conflict or (ii) conflict with or result in any breach of any provisions of any other agreement or instrument to which City is a party or by which it may be bound.

(d) It has and will have full power and authority (a) to execute, deliver, observe and perform this Agreement and all other instruments and documents executed and delivered by it in connection herewith and (b) to enter into, observe and perform the transactions contemplated by this Agreement and those other instruments and documents.

(e) It has or will have duly authorized the execution, delivery, observance and performance of this Agreement.

(f) The Implementing Ordinance has been duly passed by the City, has not been amended, modified, or repealed, and is in full force and effect.

(g) There is no litigation pending or to its knowledge threatened against or by City wherein an unfavorable ruling or decision would materially and adversely affect City's ability to carry out its obligations under this Agreement.



Section 8. Certain Representations and Warranties of the Company. Company hereby represents and warrants as of the date of delivery of this Agreement that:

(a) It (i) is a limited liability company duly organized, validly existing and in full force and effect under the laws of the State of Ohio, and (ii) has all requisite power and authority to carry on its business as now being conducted and as presently proposed to be conducted.

(b) It either owns or is a party to one or more written contracts to purchase the real property that is located within the Incentive District, and such written contract(s) remains effective on the Effective Date.

(c) It has the authority and power to execute and deliver this Agreement, perform its obligations hereunder and construct or cause to be constructed the Private Improvements and the Public Infrastructure Improvements, and it has duly executed and delivered this Agreement.

(d) The execution and delivery by it of this Agreement and the compliance by it with all of the provisions hereof (i) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its articles of organization or operating agreement, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (ii) have been duly authorized by all necessary action on its part.

(e) There are no actions, suits, proceedings, inquiries or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Agreement or the construction of the Private Improvements, or if successful would materially impair its ability to perform its obligations under this Agreement or to construct or cause to be constructed the Private Improvements.

(f) It is in compliance with State of Ohio campaign financing laws contained in Ohio Revised Code Chapter 3517 and is not subject to an unresolved finding for recovery issued by the Auditor of State as described in Ohio Revised Code Section 9.24.

Section 9. Covenants of the Company

(a) Nondiscriminatory Hiring Policy. The Company agrees to comply with the City's nondiscriminatory hiring policy adopted pursuant to Ohio Revised Code Section 5709.832 to ensure that recipients of tax exemptions practice nondiscriminatory hiring in their operations. The City will provide a copy of that policy and any updates to that policy to the Company. In furtherance of that policy, the Company agrees that it will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

(b) Prevailing Wage. The Company and the City acknowledge and agree that the construction of Public Infrastructure Improvements owned or to be owned by the City or another "public authority" (as defined in Ohio Revised Code Section 4115.03(A)) are subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115 to the



extent that Service Payments and/or other public funds are used to pay the cost of such Public Infrastructure Improvements, and all wages paid to laborers and mechanics employed to construct the Public Infrastructure Improvements must be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Infrastructure Improvements, which wages must be determined in accordance with the requirements of that Chapter 4115. The City and the Company have or will comply, and the Company has or will require compliance by all contractors working on any Public Infrastructure Improvements owned or to be owned by the City or another public authority, with all applicable requirements of that Chapter 4115, including, without limitation, (i) obtaining the determination required by that Chapter 4115 of the prevailing rates of wages to be paid for all classes of work called for by the Public Infrastructure Improvements, (ii) obtaining the designation of a prevailing wage coordinator for the Public Infrastructure Improvements, and (iii) insuring that all subcontractors receive notification of changes in prevailing wage rates as required by that Chapter 4115. Notwithstanding the foregoing or anything else to the contrary contained herein, (i) the City acknowledges that the Company Infrastructure Obligations shall not be subject to prevailing wage requirements so long as the Company is not reimbursed for the cost of such Company Infrastructure Obligations using Service Payments and/or other public funds; and (ii) the City agrees that the requirements of this Section do not apply to the sanitary sewer oversizing described in Section 6(c) hereof.

(c) Provision of Information. Company, as Owner, agrees for itself and each successive Owner to (i) cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of this Agreement the compliance of the Owners with the terms of this Agreement; and (ii) to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by Ohio Revised Code Section 5709.40(I) to the Director of the Ohio Development Services Agency on or before March 31<sup>st</sup> of each year.

Section 10. Estoppel Certificate. Within thirty (30) days after a request from Company or any Owner of a Parcel, City will execute and deliver to Company or Owner or any proposed purchaser, mortgagee or lessee of that Parcel, a certificate stating that, with respect to that Parcel, if the same is true: (i) this Agreement is in full force and effect; (ii) the requesting Company or Owner is not in default under any of the terms, covenants or conditions of this Agreement, or, if Company or Owner is in default, specifying such default; and (iii) such other matters as Company or Owner reasonably requests.

Section 11. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received



when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

(a) To the City: Grove City, Ohio  
City of Grove City, Ohio  
P.O. Box 427  
4035 Broadway  
Grove City, Ohio 43123  
Attention: City Administrator

With a Copy To: Frost Brown Todd LLP  
One Columbus, Suite 2300  
10 West Broad Street 43215  
Attention: Stephen J. Smith, Law Director

(b) To the Company: Epcon Harris, LLC  
c/o Epcon Communities  
500 Stonehenge Parkway  
Dublin, Ohio 43017  
Attention: Kelly Fankhauser  
  
Taft Stettinius & Hollister LLP  
41 South High Street, Suite 1800  
Columbus, Ohio 43215  
Attention: Chris L. Connelly

Section 12. Successors; Amendments; City Consents; Assignments. This Agreement is binding upon the parties hereto and their successors and assigns, and this Agreement inures to the benefit of the Company and its beneficiaries, successors, and assigns. This Agreement may only be amended by written instrument executed by all parties to this Agreement. Any consent of City to be given under this Agreement may be given by its fiscal officer or administrator and must be given in writing.

City and Company may only assign this Agreement with the consent of the other, which consent shall not be unreasonably withheld; provided, however, that the Company may assign this Agreement and the obligations contained herein to affiliates and entities under common control with the Company without the prior written consent of the City.

Section 13. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any of the parties hereto in their individual capacity. Neither the City, the members of the City's City



Council, nor any City official executing this Agreement, or any individual person executing this Agreement on behalf of the Company, will be liable personally by reason of the covenants, stipulations, obligations or agreements of the City or the Company contained in this Agreement. The obligation to perform and observe the agreements contained herein on the part of the Company shall be binding and enforceable by City against Company with respect to (and only to) the Company's interest in its portion of the Parcels and the Improvements, or any parts thereof or any interest therein.

Section 14. Events of Default and Remedies.

(a) Any one or more of the following constitutes an "Event of Default" under this Agreement:

(i) City fails to make any payment punctually and as required under this Agreement;

(ii) Company or City fails to perform or observe any material obligation punctually and as due under this Agreement, provided that if a Force Majeure (as such term is defined below) event causes the failure, Company or City may receive an additional period of time as is reasonably necessary to perform or observe the material obligation in light of the event if it notifies the other of the potential event and the extent of the delay promptly after becoming aware of the event;

(iii) Company or City makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made;

(iv) Company files a petition for the appointment of a receiver or a trustee with respect to it or any of the Property;

(v) Company makes a general assignment for the benefit of creditors;

(vi) A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with the Company as debtor;

(vii) Company fails to comply with the covenants contained in Section 9; or

(viii) Company files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors.

As used herein, "Force Majeure" means any event that is not within the control of a party or its affiliates, employees, contractors, subcontractors or material suppliers that delays performance of any obligation under this Agreement including, but not limited to, the following acts: acts of God; fires; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts;



periods of unusually inclement weather or excessive precipitation; or orders or restraints of any kind of the government of the United States or of the State (and in the case of a Force Majeure claim by the Company, the City or any departments, agencies, political subdivisions or officials that are not in response to a violation of law or regulations). However, the inability of the City to make any payment required under this Agreement and the inability of the Company to obtain financing for its obligations hereunder are excluded from being a Force Majeure event.

(b) General Right to Cure. In the event of any Event of Default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, the defaulting party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such Event of Default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting party will upon written notice from the other commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach.

(c) Remedies. If a defaulting party fails to cure any Event of Default pursuant to paragraph (b) of this Section 14, a party may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting party, (ii) suspending or terminating the obligations of the non-defaulting party under this Agreement, provided the aggrieved party must provide thirty (30) days' notice of any termination to the defaulting party and provided further that the aggrieved party must rescind the termination notice and not terminate the Agreement if the defaulting party cures all Events of Default within a reasonable time thereafter, and (iii) any other rights and remedies available at law, in equity or otherwise to collect all amounts then becoming due or to enforce the performance of any obligation under this Agreement. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity.

Section 15. Mutual Dependency and Severability. All material rights and duties contained in this Agreement are mutually interdependent and one cannot exist independent of another; provided, that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 16. Separate Counterparts; Captions. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.



Section 17. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties.

Section 18. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question among the City, its employees, contractors, subcontractors and agents, and the Company, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Section 19. Additional Documents. City, Company and their respective successors, assigns and transferees agree to execute any further agreements, documents, or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement.

Section 20. Release. Upon satisfaction of the Company's obligations under this Agreement and the expiration of the TIF Exemptions applicable to the Property under the TIF Ordinance, or the termination of the obligations of the Owners to make the Service Payments by operation of law or otherwise, the City shall, upon request of the Company or of any individual Owner, execute an instrument in recordable form evidencing such satisfaction or termination.

Section 21. Condition Precedent to Parties' Obligations. While this Agreement shall be effective on the Effective Date, City and Company acknowledge that Company is presently a party to one or more written contracts to purchase the Property. The respective duties of City and Company to perform their respective obligations under this Agreement shall be conditioned upon Company obtaining legal ownership of such real property and the City Council's adoption of the TIF Ordinance. This condition shall be deemed to have been satisfied with respect to both City and Company upon the recording of one or more deeds that convey all of such real property to Company or one of its affiliated business entities.

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IN WITNESS WHEREOF, City and Company have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

GROVE CITY, OHIO, as the City

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

EPCON HARRIS, LLC, as the Company

By:  \_\_\_\_\_

Printed: Craig Cherry

Title: Regional President

Date: 9/6/24



## FISCAL OFFICER'S CERTIFICATE

As Fiscal Officer for the City of Grove City, Ohio, I hereby certify that funds sufficient to meet the obligations of the City under the foregoing Agreement have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or upon implementation of the processes under Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

GROVE CITY, OHIO

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

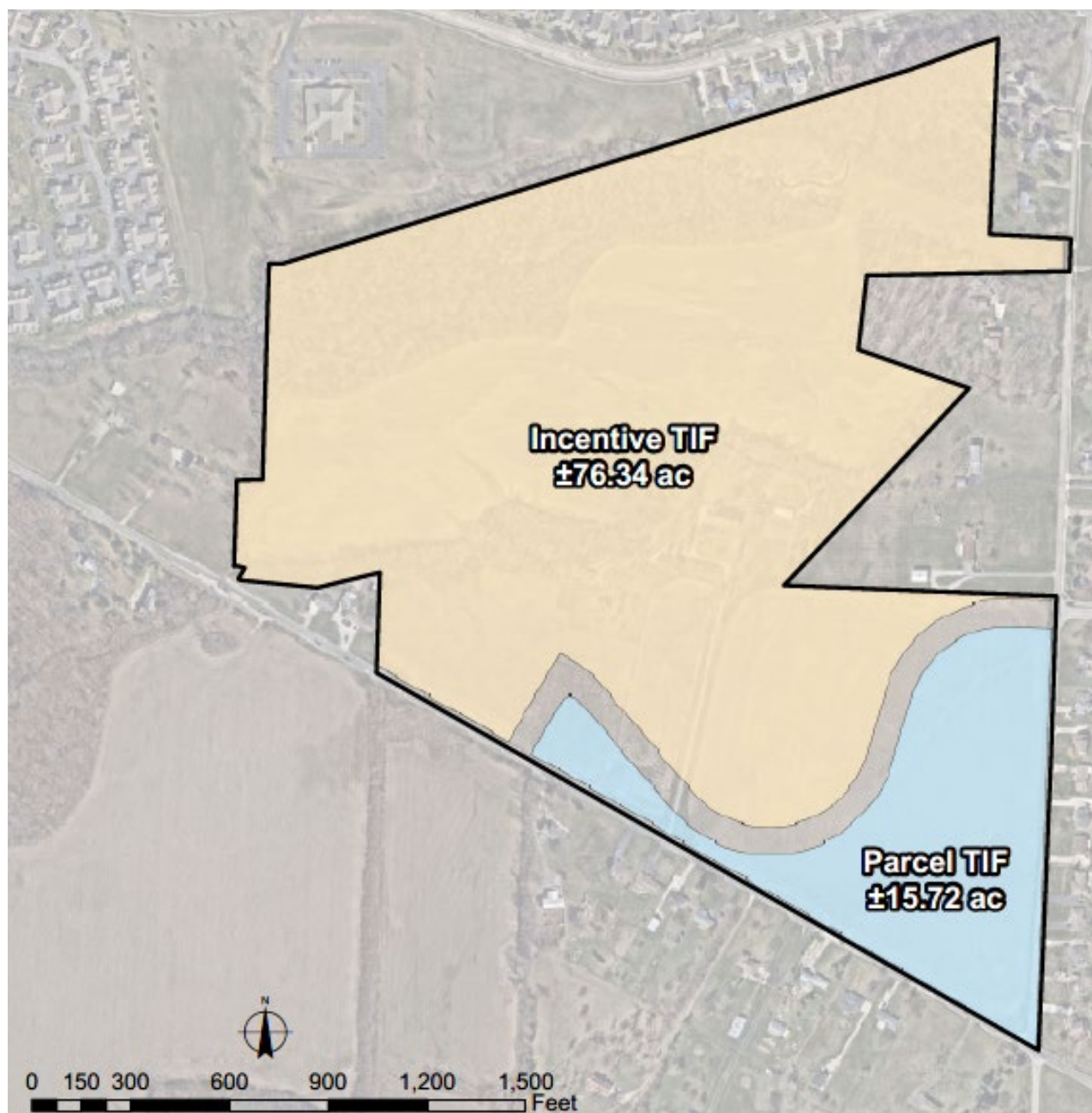
Title: Fiscal Officer



## EXHIBIT A

### DESCRIPTION OF HARRIS FARM TIF INCENTIVE DISTRICT

The approximately 76.34 acres, which, as of the Effective Date, comprises all of Parcel Number 040-017498-00, and a portion of Parcel Numbers 040-017497-00 and 040-017499-00 in the records of the Office of the Auditor of Franklin County, Ohio, and as identified as “Incentive TIF” on the map, below:





## EXHIBIT B

### PUBLIC INFRASTRUCTURE IMPROVEMENTS

All of the following public infrastructure improvements shall be deemed to be Public Infrastructure Improvements.

(a) Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of Hawthorne Parkway from SR665 (London-Groveport Road) to the intersection of Borror Road and existing Hawthorne Parkway, eastbound left center turn lane on SR665, north into the development and traffic light on SR665 at the intersection with the development's primary entrance and associated intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.

(b) Any "public infrastructure improvements" defined under Ohio Revised Code Section 5709.40(A)(8) that directly benefit or serve the Incentive District and the Parcel TIF Area, including, but not limited to, any of the following improvements that will benefit or serve Parcels in the Incentive District or the Parcel TIF Area and all related costs of those permanent improvements (including, but not limited to, those costs listed in Ohio Revised Code Section 133.15(B)):

- **Parks.** Construction or reconstruction of one or more public parks, including park structures and facilities, playground, athletic, and recreational equipment and apparatus, grading, trees and other park plantings, park accessories and related improvements, together with all appurtenances thereto;
- **Roadways.** Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto;
- **Streetscape/Landscape.** Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in "Roadways" above;
- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto;



- **Continued Maintenance.** Continued maintenance of the parks, public roads, highways, streetscape/landscape, water lines, and sewer lines described in “Parks,” “Roadways,” “Streetscape/Landscape,” and “Water/Sewer” above;
- **Stormwater.** Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare;
- **Off-Street Parking.** Construction or installation of off-street parking facilities, including those in which all or a portion of the parking spaces are reserved for specific uses when determined to be necessary for economic development purposes;
- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research; and
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.



## EXHIBIT C

### **FORM OF TIF DECLARATION**

#### **TAX INCREMENT FINANCING DECLARATION OF COVENANTS RUNNING WITH THE LAND AND IMPOSITION OF CONTINUING PRIORITY LIEN**

This TAX INCREMENT FINANCING DECLARATION OF COVENANTS RUNNING WITH THE LAND AND IMPOSITION OF CONTINUING PRIORITY LIEN (this “Declaration”) is made by EPCON HARRIS, LLC, an Ohio limited liability company, (together with its heirs, successors and assigns as owners of the property subject to this Declaration, the “Declarant”).

#### W I T N E S S E T H:

WHEREAS, the Declarant has acquired and currently holds fee simple title in the real property described in Exhibit A attached hereto (the “Property”); and

WHEREAS, the City, by its Ordinance No. 2024-\_\_ (the “TIF Ordinance”), has declared that one hundred percent (100%) of the increase in the assessed value of the Property subsequent to the effective date of the TIF Ordinance (such increase hereinafter referred to as the “Improvement” as further defined in Ohio Revised Code Section 5709.40(A) and the TIF Ordinance) is a public purpose and is exempt from taxation (such exemption referred to herein as the “TIF Exemption”) is hereby declared to be a public purpose and shall be exempt from taxation for commencing with the earlier of (i) the first tax year following the effective date of the TIF Ordinance in which an Improvement of at least \$50,000 assessed value (e.g., 35% of true value) for any parcel in the Incentive District (as defined in the TIF Ordinance) is recognized by the Auditor so that it first appears on the tax list and duplicate of real and public utility property, or (ii) tax year 2033 and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (collectively, the “TIF Statutes”) and the TIF Ordinance (the “TIF Exemption”); and

WHEREAS, the City and the Declarant, have entered into a Tax Increment Financing Agreement dated \_\_\_\_, 2024 (the “TIF Agreement”), which TIF Agreement provides for the use of Service Payments to finance certain “public infrastructure improvements” in accordance with the TIF Statutes;

WHEREAS, the Declarant desires to provide constructive notice to all subsequent owners of any of the Property, that the Property or any part thereof and the Improvement thereon are subject to the terms and provisions of such TIF Exemption;

NOW, THEREFORE, the Declarant, for itself and its successors and assigns to or of the Parcel, hereby declares that the foregoing recitals are incorporated into this Declaration by this reference and that the Parcel and any improvements thereon will be held, developed, encumbered, leased, occupied, improved:



**Section 1. Notice.** This Declaration provides constructive notice that the Property or any part thereof and the Improvement thereon, as may apply, is subject to the terms and provisions of the TIF, the Development Agreements. (As used in this Declaration, “Owner” means at any time the then owner of any portion of the Property, and “Owners” means at any time all the then owners of any portion of the Property.)

**Section 2. Service Payments.** The Declarant agrees to make Service Payments for the Parcel due during its period of ownership of the Parcel, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance, this Declaration and any subsequent amendments or supplements thereto.

Service Payments will be made semiannually to the Treasurer of Franklin County, Ohio (or to such county treasurer’s designated agent for collection of the Service Payments), on or before the date on which real property taxes would otherwise be due and payable for the Parcel. Any late payments will bear penalties and interest at the then current rate established under Ohio Revised Code Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time.

Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Ordinance and will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel had the TIF Exemption not been granted, including any penalties and interest.

**Section 3. Exemption Applications.** The Declarant further agrees to cooperate in the preparation, execution and filing of all necessary applications to obtain from time to time the TIF Exemption and to enable the City to collect Service Payments. The Declarant authorizes the Company or the City to file any applications necessary to obtain from time to time the TIF Exemption for the Parcel.

**Section 4. Provision of Information.** The Declarant further agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the City to enable the City to submit the status report required by Ohio Revised Code Section 5709.73(I) to the Director of the Ohio Department of Development on or before March 31 of each year.

**Section 5. Covenants to Run With the Land.** The Declarant’s obligations under this Declaration, including without limitation its obligation to make Service Payments, are absolute and unconditional covenants running with the land and are binding and enforceable by the City, and the Declarant shall make all Service Payments without abatement, diminution or deduction, regardless of any cause or circumstances whatsoever, including, without limitation, any defense, set-off, recoupment or counterclaim which the Declarant may have or assert against the City or anyone acting by or on behalf of the City, or damage to, destruction of or condemnation of the Parcel or any improvements thereto. This Declaration shall survive any foreclosures, bankruptcy, or lien enforcement proceedings.

The Declarant agrees that each of its covenants contained in this Declaration are covenants running with the land and that they will, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the



benefit and in favor of, and enforceable by, the City against the Parcel, as applicable, any improvements thereon and the owner of the Parcel, without regard to whether the City has at any time been, remains or is an owner of any land or interest therein to, or in favor of, which these covenants relate. During the term of this Declaration, the Declarant shall cause all instruments of conveyance of interests in all or any portion of the Parcel to subsequent mortgagees, successors, lessees, assigns or other transferees to be made expressly subject to this Declaration. The City has the right in the event of any breach of any covenant herein contained to exercise all of the rights and remedies and to maintain all actions or suits at law or in equity or in other proper proceedings to which it may be entitled to cure that breach, including, without limitation, temporary or permanent injunction or specific performance without the necessity of proof of actual damage or inadequacy of any legal remedy.

The Declarant further agrees that all covenants herein, whether or not these covenants are included by any owner of the Parcel in any deed to that owner's successors and assigns, are binding upon each subsequent owner and are enforceable by the City, and that any future owner of the Parcel, or any successors or assigns of the Declarant, will be treated as the Declarant for all purposes of this Declaration.

The Declarant further agrees that its covenants herein will remain in effect so long as the Service Payments can be collected pursuant to the TIF Statutes and the TIF Ordinance unless otherwise modified or released in writing by the City in a written instrument filed in the Official Records of the County Recorder of the County.

The Declarant further agrees that the covenants herein have priority over any other lien or encumbrance on the Parcel and any improvements thereon, except for such title exceptions as are approved in writing by the City, and the Declarant will cause any and all holders of mortgages or other liens existing on the Parcel as of the time of recording of this Declaration to subordinate such mortgage or lien to this Declaration. The Declarant acknowledges that the provisions of Ohio Revised Code Section 5709.91, which specify that the Service Payments will be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11 including, but not limited to, the priority of the lien and the collection of Service Payments, applies to the Parcel and any improvements thereon. It is the further intention and agreement of the Declarant, as owner of fee title to the Parcel and on behalf of all future owners, that this Declaration constitutes and be deemed to be a lien encumbering and running with the Parcel to secure the obligations of the Declarant to make Service Payments (and, if applicable, pay interest and penalties) and perform other obligations under this Declaration, and is intended to have the same lien rights as real estate taxes and the same priority, and the Declarant shall not contest those lien rights or priority. In furtherance of the foregoing, the City may, upon the Declarant's default of its obligations, and without limiting any other right or remedy otherwise available to the City, foreclose upon that lien pursuant to the procedures and requirements of Ohio law relating to either mortgages, liens or delinquent real estate taxes, and the Declarant will not contest the validity of any such lien or procedures.

At the City's option and at its request, the Declarant hereby agrees to provide such title evidence with respect to the Parcel, at no cost to the City, as is necessary to demonstrate to the City's satisfaction that this Declaration is prior and superior to any other liens, encumbrances or other title exceptions, except for those that are approved in writing by the City. The Declarant



agrees for itself and its successors, assigns and transferees, to execute any further agreements, documents or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Declaration to the extent permitted by this Declaration and in compliance with all laws and Resolutions controlling this Declaration.

Any provision of this Declaration that is prohibited or unenforceable is ineffective only to the extent of the prohibition or unenforceability, without invalidating the remaining provisions.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed and effective as of \_\_\_\_\_, 2024.

EPCON HARRIS, LLC,  
an Ohio limited liability company

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named EPCON HARRIS, LLC, an Ohio limited liability company, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed as such officer and the free act and deed of said limited liability company and his personally as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

This instrument was prepared by:

0127128.0612664 4889-1957-4733v10



TAX INCREMENT FINANCING AGREEMENT  
(HARRIS FARM PROJECT)

This TAX INCREMENT FINANCING AGREEMENT (this “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between GROVE CITY, OHIO, a municipal corporation duly organized and validly existing under the constitution and the laws of the State of Ohio and under its Charter (the “City”), and CIMINELLO LAND CO. LLC, an Ohio limited liability company (the “Company”).

WITNESSETH:

WHEREAS, Company has acquired or will acquire certain real property which is located within the jurisdiction of the City, consisting of approximately 15.72 acres, which, as of the Effective Date, comprises a portion of Parcel Numbers 040-017497-00 and 040-017499-00 in the records of the Office of the Auditor of Franklin County, Ohio (the “Auditor”), which is further described in Exhibit A attached hereto and incorporated herein by reference (the “Parcel TIF Area” or the “Property”); and

WHEREAS, Company plans to develop the Parcel TIF Area by constructing 88 townhomes and related improvements thereon (the “Private Improvements”); and

WHEREAS, in order to provide for the orderly development of the Private Improvements, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Section 6 and in Exhibit B attached hereto and incorporated herein by reference (the “Public Infrastructure Improvements”), which City and Company agree will benefit and serve the Property and the general area of the City; and

WHEREAS, the City Council intends to adopt an ordinance (the “TIF Ordinance”), to declare the Private Improvements to be a public purpose in accordance with Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (collectively, the “TIF Statutes”); and

WHEREAS, pursuant to the TIF Ordinance, the City expects to declare that one hundred percent (100%) of the increase in the assessed value of the Property subsequent to the effective date of the TIF Ordinance (such increase hereinafter referred to as the “Improvement,” as further defined in Ohio Revised Code Section 5709.40 and the TIF Ordinance, which Improvement is a public purpose and is exempt from taxation for a period commencing with the earlier of (i) the first tax year following the effective date of the TIF Ordinance in which an Improvement of at least \$50,000.00 assessed value (e.g., 35% of true value) for that parcel is recognized by the Auditor so that it first appears on the tax list and duplicate of real and public utility property, or (ii) tax year 2033 and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes and the TIF Ordinance (the “TIF Exemption”); and

WHEREAS, City has determined that it is necessary and appropriate and in the best interest of City to provide for the current owner(s) (initially, the Company) of each parcel of real property contained within the Property (each such parcel to be referred to herein as a “Parcel”)



and any future owners of each Parcel (with the Company and each such future owner referred to herein individually as an “Owner” and collectively as the “Owners”) to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (the “Service Payments”) to the Franklin County Treasurer (the “County Treasurer”), which Service Payments will be used, in part, to pay the costs of Public Infrastructure Improvements, all pursuant to and in accordance with the TIF Statutes, the TIF Ordinance, and this Agreement; and

WHEREAS, City has determined that a portion of the Service Payments shall be paid directly to the South-Western City School District (the “School District”) in an amount equal to the real property taxes that the School District would have been paid if the Improvements to the Parcels located in the School District had not been exempt from taxation pursuant to the TIF Ordinance; and

WHEREAS, the City Council, by its Ordinance No. 2024-\_\_, adopted \_\_\_\_, 2024 (the “Implementing Ordinance”), approved the terms of this Agreement and authorized its execution on behalf of the City; and

WHEREAS, the parties desire to enter into this Agreement on the terms and conditions hereinafter set forth to provide for the collection of and disbursement of the Service Payments and to facilitate the construction of the Public Infrastructure Improvements, which will directly benefit the Property, including the reimbursement of certain costs of constructing the Public Infrastructure Improvements; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein and to induce the City to proceed with the construction of the Public Infrastructure Improvements, the parties agree to the foregoing and as follows:

Section 1. Obligation to Make Service Payments.

(a) Service Payments. Each Owner, including the Company, hereby agrees to make the Service Payments due during its period of ownership of one or more Parcels, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance, the provisions of Ohio law relating to real property tax collection, and any subsequent amendments or supplements thereto. Service Payments will be made semiannually to the County Treasurer (or to the County Treasurer’s designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Parcels in the Parcel TIF Area, until the respective expirations of the TIF Exemptions. Any late payments will bear penalties and interest at the then current rate established under Ohio Revised Code Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Ordinance and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Private Improvements to that Parcel (after credit for any other payments received by the City under Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time, with such payments referred to herein as the “Property Tax Rollback Payments”) if it were not exempt from taxation pursuant to the TIF Exemptions, including any penalties and interest. City, Company, and each Owner agrees that the Harris Farm Public Improvement Tax



Increment Equivalent Fund shall be created (the "TIF Fund"), and within such fund a separate account for each of the Incentive District (as defined in the TIF Ordinance) and the Parcel TIF Area shall be created (respectively, the "Harris Farm TIF District Account" and the "Parcel TIF Account"), which TIF Fund will receive all applicable Service Payments and Property Tax Rollback Payments made with respect to the Private Improvements to each Parcel that are payable to the City, together with any investment earnings on money in the TIF Fund.

(b) Priority of Lien. Company acknowledges, for itself and any and all future Owners, that the provisions of Ohio Revised Code Section 5709.91, which specify that the Service Payments for each Parcel will be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11, including, but not limited to, the priority of the lien and the collection of Service Payments, will apply to this Agreement and to the Parcels in the Parcel TIF Area and any improvements thereon.

(c) Failure to Make Payments. Should any Owner fail to make any payment required hereunder, that Owner shall pay, in addition to the Service Payments it is required to pay hereunder, such amount as is required to reimburse City for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) required by the City to enforce the provisions of this Agreement against that Owner.

(d) Recordation. Promptly following the date when Company has obtained legal ownership of all or any portion of the Property, it shall, at its sole cost and expense, cause an instrument in substantially the form of Exhibit C to be recorded in the Franklin County, Ohio real property records for each Parcel in the Parcel TIF Area that provides evidence of the existence of this Agreement, it being understood and agreed that the lien of this Agreement shall, in accordance with Ohio Revised Code Section 323.11 and Ohio Revised Code Section 5709.91, be prior to any mortgage, assignment, lease or other conveyance by the Owners of any of their part of or interest in the Parcels within the Parcel TIF Area, and prior to any security instrument encumbering all or any part of or interest in the Parcels within the Parcel TIF Area; provided, however, that nothing contained in this Agreement shall be construed to permit acceleration of the Service Payments beyond the current year that such Service Payments are due. During the Term of this Agreement, the Owners shall cause all instruments of conveyance of any of their interest in all or any portion of the Parcels within the Parcel TIF Area, and of any improvements thereto, to subsequent mortgagees, lessees, lienholders, successors, assigns or transferees, to be made expressly subordinate and subject to this Agreement unless such interest is subordinate to this Agreement by operation of Ohio Revised Code Section 5709.91. It is intended and agreed, and it shall be so provided by each Owner in any future deed conveying a Parcel or any part thereof, that the covenants provided in this Agreement shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by City and Company whether or not such provision is included by the Owner in any succeeding deed to subsequent Owners. It is further intended and agreed that these agreements and covenants shall remain in effect for the full periods of all of the TIF Exemptions enacted pursuant thereto. Each Owner shall only be responsible for making Service Payments that become due and payable during the period of that Owner's ownership of all or any portion of any Parcels within the Parcel TIF Area and only with respect to the portion of a Parcel within the Parcel TIF Area which is owned by the Owner. Upon satisfaction of each Owner's



obligations under this Agreement and termination of the obligations of the Owners to make the Service Payments, City shall, upon the request of an Owner, execute an instrument in recordable form evidencing such termination and releasing the covenants running with the land set forth in the deed.

Section 2. Completion of Private Improvements. The Company hereby unconditionally guarantees the satisfactory and timely completion of the construction of the Private Improvements in a good and workmanlike manner and in substantial accordance with all legal requirements, on or before the date that is 30 months after the City's completion of the City Hawthorne Parkway Improvements, subject to delay due to a Force Majeure (in which case, such completion deadline will be extended according to the length of the Force Majeure).

Section 3. Completion Guarantee Payments. The City shall provide the Company with notice of the date that the City Hawthorne Parkway Improvements are completed. If the Company has not completed the Private Improvements on or before the date that is 30 months after the City's completion of the City Hawthorne Parkway Improvements, the Company shall make annual payments to the City on January of each year, commencing on the first January 1 following the date that is 30 months after the City's completion of the City Hawthorne Parkway Improvements, and continuing on each January 1 thereafter until the Private Improvements are completed (the "Completion Guarantee Payments"). If a Completion Guarantee Payment is due on January 1 of any year, such Completion Guarantee Payment shall be equal to one-hundred fifty thousand dollars (\$150,000), less the amount of Service Payments actually received by the City for the Parcel TIF Area and the Incentive District in the prior calendar year, as determined by the City.

Section 4. Establishment of TIF Fund by City. City agrees that it shall establish the TIF Fund, as a deposit fund to be held in the custody of City for the sole purpose of receiving the Service Payments made from the Owners to the County Treasurer and payable to City. Within the TIF Fund shall be separate accounts for the credit of service payments in lieu of taxes distributed to the City for the Parcel TIF Area and the Incentive District. Pursuant to the TIF Ordinance and in accordance with the TIF Statutes, the County Treasurer is to distribute (i) a portion of the Service Payments paid with respect to the Incentive District Exemption to various taxing agencies for certain protected tax levies in accordance with Ohio Revised Code Section 5709.40(F), (ii) a portion of the Service Payments paid with respect to the Incentive District Exemption to the County Commissioners of Franklin County, Ohio (the "County") in accordance with a compensation agreement between the City and the County in respect of the Incentive District Exemption, and (iii) a portion of the Service Payments to the School District in an amount equal to the real property taxes that the School District that would have been paid if the Private Improvements to the Parcels located in the School District had not been exempt from taxation pursuant to the TIF Ordinance. Following such distribution, the County Treasurer is required to make distribution of the Service Payments to City, and any Service Payments received by the City shall be deposited to the TIF Fund. Any funds deposited in the TIF Fund following the foregoing required distributions shall be used as provided in Section 6 of this Agreement.

Section 5. Exemption Applications, Withdrawal, Maintenance and Notice. Company, or the Owner if the Company no longer owns the real property for which a TIF



Exemption is being applied, shall prepare, execute and file such applications, documents and other information with the appropriate officials of the State, City or other public bodies as may be required to consent to or claim the TIF Exemptions. City, Company, and the Owners shall cooperate with one another in such preparation and filing, including, without limitation, by executing such applications and documents as may be appropriate in obtaining such exemption. City, Company, and the Owners agree to perform those acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the TIF Exemptions, and collect the Service Payments, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with the TIF Exemptions or the Service Payments. Each Owner agrees to appoint Company as its agent and representative and shall grant a power of attorney to the Company for the purpose of filing any Ohio DTE Form 24 exemption application forms or successor forms or replacement forms necessary to claim the TIF Exemptions (a “TIF Exemption Form”). For each Parcel for which an Owner provides written consent to the City authorizing the City to file a TIF Exemption Form for each such Owner’s Parcel, the City agrees, at the request of the Company, to file a TIF Exemption Form for each such Parcel. City shall cause notice of the TIF Exemptions to be recorded and prepared in accordance with the provisions of Ohio Revised Code Section 5709.911(C)(1) at the County Recorder of Franklin County, Ohio.

#### Section 6.     Construction Obligations & Reimbursement.

(a)     Public Infrastructure Improvements. For purposes of this Agreement, costs of the Public Infrastructure Improvements eligible for reimbursement shall include the actual costs of the Public Infrastructure Improvements and all items of “costs of permanent improvements” set forth in Ohio Revised Code Section 133.15(B) and incurred by City directly or indirectly with respect to the Public Infrastructure Improvements as designated in Exhibit B (collectively, the “Public Infrastructure Improvements”). The portion of Hawthorne Parkway, from the Epcon terminus, east to Borror Road (the “City Hawthorne Parkway Improvements”) will be constructed by the City with timing that is determined in coordination with the Company, Epcon Harris, LLC, the Ohio Department of Transportation (ODOT) and the Franklin County Engineer, as applicable. By and through the adoption of the TIF Ordinance and by this Agreement, City will have designated all of the Public Infrastructure Improvements as “public infrastructure improvements” as defined in Ohio Revised Code Sections 5709.40(A)(8) that benefit or serve the TIF Parcel Area and the Incentive District. The City shall be entitled to reimbursement from the TIF Fund for all amounts spent by the City on the City Hawthorne Parkway Improvements and any other costs of Public Infrastructure Improvements incurred by the City, plus interest to be calculated at the rate of five percent (5.0%) per year (“Interest”) until such costs have been reimbursed in full in accordance with this Section.

(b)     Company Infrastructure Obligations. Notwithstanding anything to the contrary herein or in Exhibit B, the Company shall be responsible for installing all landscaping within the Hawthorne Parkway right of way and any entrance signage, landscaping and other features. The parties hereto agree that costs of the items in the preceding sentence shall be borne exclusively by the Company and are not eligible for reimbursement from the TIF Fund.

Amounts deposited in the TIF Fund (after the required payments to the School District and the County as described in Section 4 hereof) shall be disbursed (i) *first*, to the City to



reimburse the costs of the City Hawthorne Parkway Improvements and all accrued and unpaid Interest thereon until such amount has been paid in full; and (ii) *second*, once the City has been fully reimbursed the amount for the City Hawthorne Parkway Improvements and all accrued and unpaid Interest thereon, the TIF Fund shall be disbursed to City for any purpose permitted under the TIF Statutes and the TIF Ordinance, as each may be amended from time to time.

Section 7. Certain Representations and Warranties of City. City represents and warrants as of the date of delivery of this Agreement that:

(a) It is a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio.

(b) It has duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement and to constitute this Agreement as a valid and binding obligation of the City enforceable in accordance with its terms.

(c) It is not in violation of or in conflict with any provision of the laws of the State or of the United States of America applicable to City that would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement, nor will its execution, delivery and performance of this Agreement (i) result in such a violation or conflict or (ii) conflict with or result in any breach of any provisions of any other agreement or instrument to which City is a party or by which it may be bound.

(d) It has and will have full power and authority (a) to execute, deliver, observe and perform this Agreement and all other instruments and documents executed and delivered by it in connection herewith and (b) to enter into, observe and perform the transactions contemplated by this Agreement and those other instruments and documents.

(e) It has or will have duly authorized the execution, delivery, observance and performance of this Agreement.

(f) The Implementing Ordinance has been duly passed by the City, has not been amended, modified, or repealed, and is in full force and effect.

(g) There is no litigation pending or to its knowledge threatened against or by City wherein an unfavorable ruling or decision would materially and adversely affect City's ability to carry out its obligations under this Agreement.

Section 8. Certain Representations and Warranties of the Company. Company hereby represents and warrants as of the date of delivery of this Agreement that:

(a) It (i) is a limited liability company duly organized, validly existing and in full force and effect under the laws of the State of Ohio, and (ii) has all requisite power and authority to carry on its business as now being conducted and as presently proposed to be conducted.

(b) It either owns or is a party to one or more written contracts to purchase the real property that is located within the Parcel TIF Area, and such written contract(s) remains effective on the Effective Date.



(c) It has the authority and power to execute and deliver this Agreement, perform its obligations hereunder and construct or cause to be constructed the Private Improvements and the Public Infrastructure Improvements, and it has duly executed and delivered this Agreement.

(d) The execution and delivery by it of this Agreement and the compliance by it with all of the provisions hereof (i) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its articles of organization or operating agreement, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (ii) have been duly authorized by all necessary action on its part.

(e) There are no actions, suits, proceedings, inquiries or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Agreement or the construction of the Private Improvements, or if successful would materially impair its ability to perform its obligations under this Agreement or to construct or cause to be constructed the Private Improvements.

(f) It is in compliance with State of Ohio campaign financing laws contained in Ohio Revised Code Chapter 3517 and is not subject to an unresolved finding for recovery issued by the Auditor of State as described in Ohio Revised Code Section 9.24.

#### Section 9. Covenants of the Company

(a) Nondiscriminatory Hiring Policy. The Company agrees to comply with the City's nondiscriminatory hiring policy adopted pursuant to Ohio Revised Code Section 5709.832 to ensure that recipients of tax exemptions practice nondiscriminatory hiring in their operations. The City will provide a copy of that policy and any updates to that policy to the Company. In furtherance of that policy, the Company agrees that it will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

(b) Prevailing Wage. The Company and the City acknowledge and agree that the construction of Public Infrastructure Improvements owned or to be owned by the City or another "public authority" (as defined in Ohio Revised Code Section 4115.03(A)) are subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115, and all wages paid to laborers and mechanics employed to construct the Public Infrastructure Improvements must be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Infrastructure Improvements, which wages must be determined in accordance with the requirements of that Chapter 4115. The City and the Company have or will comply, and the Company has or will require compliance by all contractors working on any Public Infrastructure Improvements owned or to be owned by the City or another public authority, with all applicable requirements of that Chapter 4115, including, without limitation, (i) obtaining the determination required by that Chapter 4115 of the prevailing rates of wages to be paid for all classes of work called for by the Public Infrastructure Improvements, (ii) obtaining



the designation of a prevailing wage coordinator for the Public Infrastructure Improvements, and (iii) insuring that all subcontractors receive notification of changes in prevailing wage rates as required by that Chapter 4115.

(c) Provision of Information. Company, as Owner, agrees for itself and each successive Owner to (i) cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of this Agreement the compliance of the Owners with the terms of this Agreement; and (ii) to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by Ohio Revised Code Section 5709.40(I) to the Director of the Ohio Development Services Agency on or before March 31<sup>st</sup> of each year.

Section 10. Estoppel Certificate. Within thirty (30) days after a request from Company or any Owner of a Parcel, City will execute and deliver to Company or Owner or any proposed purchaser, mortgagee or lessee of that Parcel, a certificate stating that, with respect to that Parcel, if the same is true: (i) this Agreement is in full force and effect; (ii) the requesting Company or Owner is not in default under any of the terms, covenants or conditions of this Agreement, or, if Company or Owner is in default, specifying such default; and (iii) such other matters as Company or Owner reasonably requests.

Section 11. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

(a) To the City: Grove City, Ohio  
City of Grove City, Ohio  
P.O. Box 427  
4035 Broadway  
Grove City, Ohio 43123  
Attention: City Administrator

With a Copy To: Frost Brown Todd LLP  
One Columbus, Suite 2300  
10 West Broad Street 43215  
Attention: Stephen J. Smith, Law Director



(b) To the Company: Ciminello Land Co. LLC  
7858 Calverton Sq.  
New Albany, Ohio 43054  
Attention: Joseph A. Ciminello

Section 12. Successors; Amendments; City Consents; Assignments. This Agreement is binding upon the parties hereto and their successors and assigns, and this Agreement inures to the benefit of the Company and its beneficiaries, successors, and assigns. This Agreement may only be amended by written instrument executed by all parties to this Agreement. Any consent of City to be given under this Agreement may be given by its fiscal officer or administrator and must be given in writing.

City and Company may only assign this Agreement with the consent of the other, which consent shall not be unreasonably withheld.

Section 13. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any of the parties hereto in their individual capacity. Neither the City, the members of the City's City Council, nor any City official executing this Agreement, or any individual person executing this Agreement on behalf of the Company, will be liable personally by reason of the covenants, stipulations, obligations or agreements of the City or the Company contained in this Agreement. The obligation to perform and observe the agreements contained herein on the part of the Company shall be binding and enforceable by City against Company with respect to (and only to) the Company's interest in its portion of the Parcels and the Improvements, or any parts thereof or any interest therein.

Section 14. Events of Default and Remedies.

(a) Any one or more of the following constitutes an "Event of Default" under this Agreement:

(i) City fails to make any payment punctually and as required under this Agreement;

(ii) Company or City fails to perform or observe any material obligation punctually and as due under this Agreement, provided that if a Force Majeure (as such term is defined below) event causes the failure, Company or City may receive an additional period of time as is reasonably necessary to perform or observe the material obligation in light of the event if it notifies the other of the potential event and the extent of the delay promptly after becoming aware of the event;



(iii) Company or City makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made;

(iv) Company files a petition for the appointment of a receiver or a trustee with respect to it or any of the Property;

(v) Company makes a general assignment for the benefit of creditors;

(vi) A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with the Company as debtor;

(vii) Company fails to comply with the covenants contained in Section 9; or

(viii) Company files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors.

As used herein, “Force Majeure” means any event that is not within the control of a party or its affiliates, employees, contractors, subcontractors or material suppliers that delays performance of any obligation under this Agreement including, but not limited to, the following acts: acts of God; fires; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or orders or restraints of any kind of the government of the United States or of the State (and in the case of a Force Majeure claim by the Company, the City or any departments, agencies, political subdivisions or officials that are not in response to a violation of law or regulations). However, the inability of the City to make any payment required under this Agreement and the inability of the Company to obtain financing for its obligations hereunder are excluded from being a Force Majeure event.

(b) General Right to Cure. In the event of any Event of Default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, the defaulting party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such Event of Default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting party will upon written notice from the other commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach.

(c) Remedies. If a defaulting party fails to cure any Event of Default pursuant to paragraph (b) of this Section 14, a party may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting party, (ii) suspending or terminating the obligations of the non-defaulting party under this Agreement, provided the aggrieved party must provide thirty (30) days’ notice of any termination to the defaulting party and provided further that the aggrieved



party must rescind the termination notice and not terminate the Agreement if the defaulting party cures all Events of Default within a reasonable time thereafter, and (iii) any other rights and remedies available at law, in equity or otherwise to collect all amounts then becoming due or to enforce the performance of any obligation under this Agreement. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity.

Section 15. Mutual Dependency and Severability. All material rights and duties contained in this Agreement are mutually interdependent and one cannot exist independent of another; provided, that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 16. Separate Counterparts; Captions. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Section 17. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties.

Section 18. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question among the City, its employees, contractors, subcontractors and agents, and the Company, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Section 19. Additional Documents. City, Company and their respective successors, assigns and transferees agree to execute any further agreements, documents, or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement.

Section 20. Release. Upon satisfaction of the Company's obligations under this Agreement and the expiration of the TIF Exemptions applicable to the Property under the TIF Ordinance, or the termination of the obligations of the Owners to make the Service Payments by operation of law or otherwise, the City shall, upon request of the Company or of any individual Owner, execute an instrument in recordable form evidencing such satisfaction or termination.



Section 21. Condition Precedent to Parties' Obligations. While this Agreement shall be effective on the Effective Date, City and Company acknowledge that Company is presently a party to one or more written contracts to purchase the Property. The respective duties of City and Company to perform their respective obligations under this Agreement shall be conditioned upon Company obtaining legal ownership of such real property and the City Council's adoption of the TIF Ordinance. This condition shall be deemed to have been satisfied with respect to both City and Company upon the recording of one or more deeds that convey all of such real property to Company or one of its affiliated business entities.

[Balance of Page Intentionally Left Blank]



IN WITNESS WHEREOF, City and Company have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

GROVE CITY, OHIO, as the City

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

CIMINELLO LAND CO. LLC, as the Company

By:  \_\_\_\_\_

Printed: JOSEPH A. CIMINELLO

Title: PRINCIPAL

Date: 9.6.24



## FISCAL OFFICER'S CERTIFICATE

As Fiscal Officer for the City of Grove City, Ohio, I hereby certify that funds sufficient to meet the obligations of the City under the foregoing Agreement have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or upon implementation of the processes under Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

GROVE CITY, OHIO

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

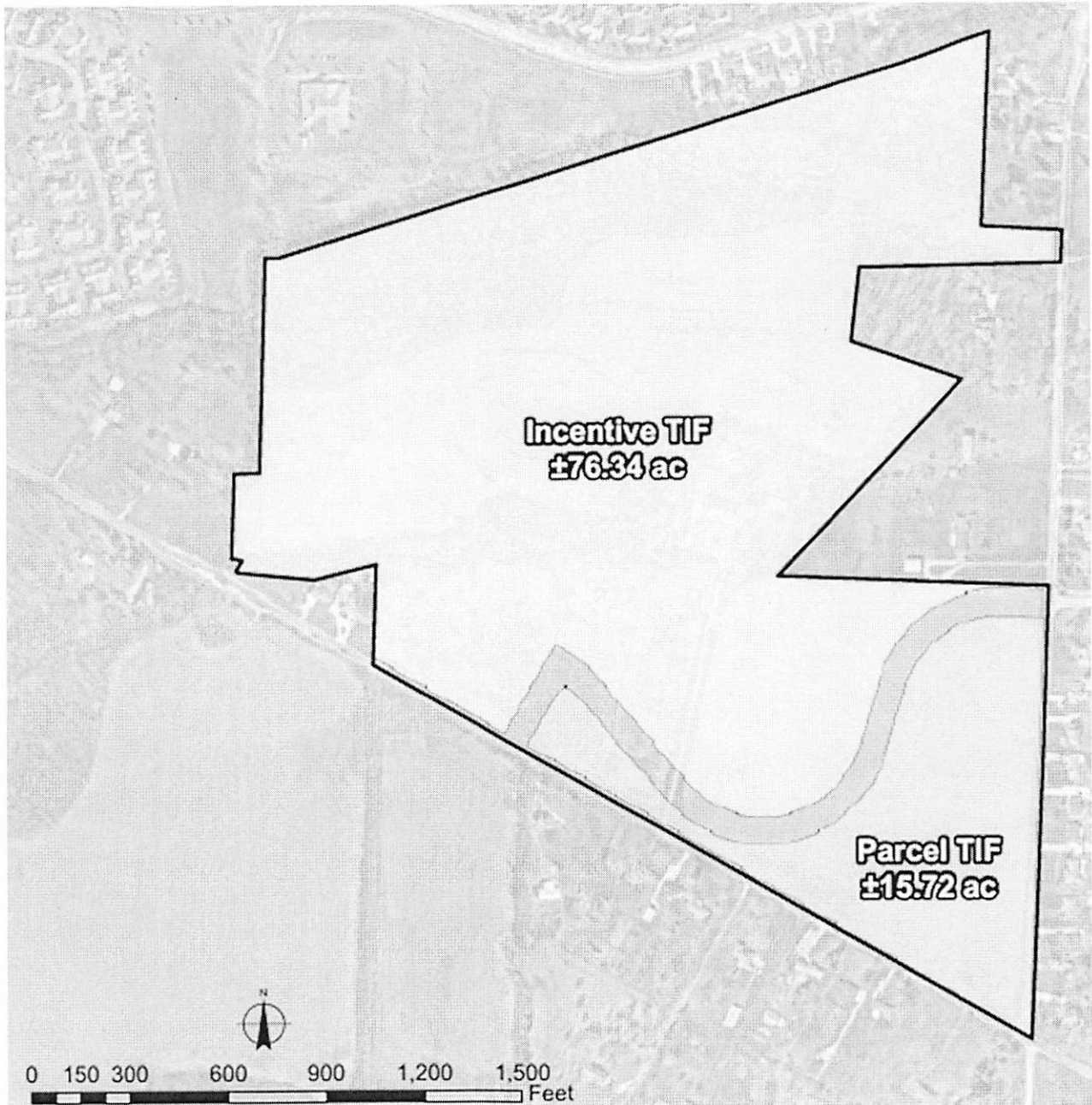
Title: Fiscal Officer



## EXHIBIT A

### DESCRIPTION OF PARCEL TIF AREA

The approximately 15.72 acres, which, as of the Effective Date, comprises a portion of Parcel Numbers 040-017497-00 and 040-017499-00 in the records of the Office of the Auditor of Franklin County, Ohio, and as identified as "Parcel TIF" on the map, below:





## EXHIBIT B

### PUBLIC INFRASTRUCTURE IMPROVEMENTS

All of the following public infrastructure improvements shall be deemed to be Public Infrastructure Improvements.

(a) Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of Hawthorne Parkway from SR665 (London-Groveport Road) to the intersection of Borror Road and existing Hawthorne Parkway, eastbound left center turn lane on SR665, north into the development and traffic light on SR665 at the intersection with the development's primary entrance and associated intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.

(b) Any "public infrastructure improvements" defined under Ohio Revised Code Section 5709.40(A)(8) that directly benefit or serve the Incentive District and the Parcel TIF Area, including, but not limited to, any of the following improvements that will benefit or serve Parcels in the Incentive District or the Parcel TIF Area and all related costs of those permanent improvements (including, but not limited to, those costs listed in Ohio Revised Code Section 133.15(B)):

- **Parks.** Construction or reconstruction of one or more public parks, including park structures and facilities, playground, athletic, and recreational equipment and apparatus, grading, trees and other park plantings, park accessories and related improvements, together with all appurtenances thereto;
- **Roadways.** Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto;
- **Streetscape/Landscape.** Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in "Roadways" above;
- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto;



- **Continued Maintenance.** Continued maintenance of the parks, public roads, highways, streetscape/landscape, water lines, and sewer lines described in “Parks,” “Roadways,” “Streetscape/Landscape,” and “Water/Sewer” above;
- **Stormwater.** Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare;
- **Off-Street Parking.** Construction or installation of off-street parking facilities, including those in which all or a portion of the parking spaces are reserved for specific uses when determined to be necessary for economic development purposes;
- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research; and
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.



## **EXHIBIT C**

### **FORM OF TIF DECLARATION**

#### **TAX INCREMENT FINANCING DECLARATION OF COVENANTS RUNNING WITH THE LAND AND IMPOSITION OF CONTINUING PRIORITY LIEN**

This TAX INCREMENT FINANCING DECLARATION OF COVENANTS RUNNING WITH THE LAND AND IMPOSITION OF CONTINUING PRIORITY LIEN (this “Declaration”) is made by CIMINELLO LAND CO. LLC, an Ohio limited liability company, (together with its heirs, successors and assigns as owners of the property subject to this Declaration, the “Declarant”).

#### **WITNESSETH:**

WHEREAS, the Declarant has acquired and currently holds fee simple title in the real property described in Exhibit A attached hereto (the “Property”); and

WHEREAS, the City, by its Ordinance No. 2024-\_\_ (the “TIF Ordinance”), has declared that one hundred percent (100%) of the increase in the assessed value of the Property subsequent to the effective date of the TIF Ordinance (such increase hereinafter referred to as the “Improvement” as further defined in Ohio Revised Code Section 5709.40(A) and the TIF Ordinance) is a public purpose and is exempt from taxation (such exemption referred to herein as the “TIF Exemption”) is hereby declared to be a public purpose and shall be exempt from taxation for a period commencing with the earlier of (i) the first tax year following the effective date of the TIF Ordinance in which an Improvement of at least \$50,000.00 assessed value (e.g., 35% of true value) for that parcel is recognized by the Auditor so that it first appears on the tax list and duplicate of real and public utility property, or (ii) tax year 2033 and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (collectively, the “TIF Statutes”) and the TIF Ordinance (the “TIF Exemption”); and

WHEREAS, the City and the Declarant, have entered into a Tax Increment Financing Agreement dated \_\_\_\_, 2024 (the “TIF Agreement”), which TIF Agreement provides for the use of Service Payments to finance certain “public infrastructure improvements” in accordance with the TIF Statutes;

WHEREAS, the Declarant desires to provide constructive notice to all subsequent owners of any of the Property, that the Property or any part thereof and the Improvement thereon are subject to the terms and provisions of such TIF Exemption;

NOW, THEREFORE, the Declarant, for itself and its successors and assigns to or of the Parcel, hereby declares that the foregoing recitals are incorporated into this Declaration by this reference and that the Parcel and any improvements thereon will be held, developed, encumbered, leased, occupied, improved:



**Section 1. Notice.** This Declaration provides constructive notice that the Property or any part thereof and the Improvement thereon, as may apply, is subject to the terms and provisions of the TIF, the Development Agreements. (As used in this Declaration, "Owner" means at any time the then owner of any portion of the Property, and "Owners" means at any time all the then owners of any portion of the Property.)

**Section 2. Service Payments.** The Declarant agrees to make Service Payments for the Parcel due during its period of ownership of the Parcel, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance, this Declaration and any subsequent amendments or supplements thereto.

Service Payments will be made semiannually to the Treasurer of Franklin County, Ohio (or to such county treasurer's designated agent for collection of the Service Payments), on or before the date on which real property taxes would otherwise be due and payable for the Parcel. Any late payments will bear penalties and interest at the then current rate established under Ohio Revised Code Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time.

Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Ordinance and will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel had the TIF Exemption not been granted, including any penalties and interest.

**Section 3. Exemption Applications.** The Declarant further agrees to cooperate in the preparation, execution and filing of all necessary applications to obtain from time to time the TIF Exemption and to enable the City to collect Service Payments. The Declarant authorizes the Company or the City to file any applications necessary to obtain from time to time the TIF Exemption for the Parcel.

**Section 4. Provision of Information.** The Declarant further agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the City to enable the City to submit the status report required by Ohio Revised Code Section 5709.73(I) to the Director of the Ohio Department of Development on or before March 31 of each year.

**Section 5. Covenants to Run With the Land.** The Declarant's obligations under this Declaration, including without limitation its obligation to make Service Payments, are absolute and unconditional covenants running with the land and are binding and enforceable by the City, and the Declarant shall make all Service Payments without abatement, diminution or deduction, regardless of any cause or circumstances whatsoever, including, without limitation, any defense, set-off, recoupment or counterclaim which the Declarant may have or assert against the City or anyone acting by or on behalf of the City, or damage to, destruction of or condemnation of the Parcel or any improvements thereto. This Declaration shall survive any foreclosures, bankruptcy, or lien enforcement proceedings.

The Declarant agrees that each of its covenants contained in this Declaration are covenants running with the land and that they will, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for



the benefit and in favor of, and enforceable by, the City against the Parcel, as applicable, any improvements thereon and the owner of the Parcel, without regard to whether the City has at any time been, remains or is an owner of any land or interest therein to, or in favor of, which these covenants relate. During the term of this Declaration, the Declarant shall cause all instruments of conveyance of interests in all or any portion of the Parcel to subsequent mortgagees, successors, lessees, assigns or other transferees to be made expressly subject to this Declaration. The City has the right in the event of any breach of any covenant herein contained to exercise all of the rights and remedies and to maintain all actions or suits at law or in equity or in other proper proceedings to which it may be entitled to cure that breach, including, without limitation, temporary or permanent injunction or specific performance without the necessity of proof of actual damage or inadequacy of any legal remedy.

The Declarant further agrees that all covenants herein, whether or not these covenants are included by any owner of the Parcel in any deed to that owner's successors and assigns, are binding upon each subsequent owner and are enforceable by the City, and that any future owner of the Parcel, or any successors or assigns of the Declarant, will be treated as the Declarant for all purposes of this Declaration.

The Declarant further agrees that its covenants herein will remain in effect so long as the Service Payments can be collected pursuant to the TIF Statutes and the TIF Ordinance unless otherwise modified or released in writing by the City in a written instrument filed in the Official Records of the County Recorder of the County.

The Declarant further agrees that the covenants herein have priority over any other lien or encumbrance on the Parcel and any improvements thereon, except for such title exceptions as are approved in writing by the City, and the Declarant will cause any and all holders of mortgages or other liens existing on the Parcel as of the time of recording of this Declaration to subordinate such mortgage or lien to this Declaration. The Declarant acknowledges that the provisions of Ohio Revised Code Section 5709.91, which specify that the Service Payments will be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11 including, but not limited to, the priority of the lien and the collection of Service Payments, applies to the Parcel and any improvements thereon. It is the further intention and agreement of the Declarant, as owner of fee title to the Parcel and on behalf of all future owners, that this Declaration constitutes and be deemed to be a lien encumbering and running with the Parcel to secure the obligations of the Declarant to make Service Payments (and, if applicable, pay interest and penalties) and perform other obligations under this Declaration, and is intended to have the same lien rights as real estate taxes and the same priority, and the Declarant shall not contest those lien rights or priority. In furtherance of the foregoing, the City may, upon the Declarant's default of its obligations, and without limiting any other right or remedy otherwise available to the City, foreclose upon that lien pursuant to the procedures and requirements of Ohio law relating to either mortgages, liens or delinquent real estate taxes, and the Declarant will not contest the validity of any such lien or procedures.

At the City's option and at its request, the Declarant hereby agrees to provide such title evidence with respect to the Parcel, at no cost to the City, as is necessary to demonstrate to the City's satisfaction that this Declaration is prior and superior to any other liens, encumbrances or other title exceptions, except for those that are approved in writing by the City. The Declarant



agrees for itself and its successors, assigns and transferees, to execute any further agreements, documents or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Declaration to the extent permitted by this Declaration and in compliance with all laws and Resolutions controlling this Declaration.

Any provision of this Declaration that is prohibited or unenforceable is ineffective only to the extent of the prohibition or unenforceability, without invalidating the remaining provisions.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed and effective as of \_\_\_\_\_, 2024.

CIMINELLO LAND CO. LLC,  
An Ohio limited liability company

By: [Signature]  
Printed: JOSEPH A. CIMINELLO  
Title: PRINCIPAL

STATE OF OHIO )  
COUNTY OF Coshocton ) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Ciminello Land Co. LLC, an Ohio limited liability company, by Joseph Ciminello, its Principal, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed as such officer and the free act and deed of said limited liability company and his personally as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 6<sup>th</sup> day of September, 2024

This instrument was prepared by:

0127128.0612664 4864-0629-5501v5

Notary Public



Emmett M. Kelly, Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Sec. 147.03 R.C.



Date: 09/12/24  
Introduced By: Mr. Sigrist  
Committee: Finance  
Sponsored By: Mr. Berry  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: CR-40-24  
1st Reading: 09/16/24  
Public Notice:  
2nd Reading:  
Passed: \_\_\_\_\_ Rejected:  
Codified: \_\_\_\_\_ Code No:  
Passage Publication:

## RESOLUTION NO. CR-40-24

### A RESOLUTION APPOINTING TIM HARRIS TO THE AUDIT COMMITTEE

---

WHEREAS, at the suggestion of the State Auditor, the Council established an audit Committee by Resolution CR-54-02; and

WHEREAS, under the provisions of this Resolution, City Council is to appoint two (2) members to said committee; and

WHEREAS, Mr. Harris' term will expire on 9/30/21 and it is necessary to appoint him to fill the upcoming vacancy.

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

SECTION 1. Mr. Tim Harris is hereby appointed to the Audit Committee, ending 9/30/24.

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

\_\_\_\_\_  
Christine Houk, President of Council

Passed:  
Effective:

\_\_\_\_\_  
Richard L. Stage, Mayor

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form.

\_\_\_\_\_  
Stephen J. Smith, Director of Law



Date: 09/12/24  
Introduced By: Mr. Sigrist  
Committee: Finance  
Originated By: Mr. Turner  
Approved: Mr. Boso  
Emergency: 30 Days  
Current Expense: \_\_\_\_\_

No.: CR-41-24  
1st Reading: 09/16/24  
Public Notice: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION NO. CR-41-24

### A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

---

The Council of the City of Grove City, Franklin County, Ohio, met in regular session on the sixteenth day of September, 2024, at the office of Council with the following members present:

Melissa Anderson  
Ted A. Berry  
Jodi Burroughs  
Rodney Dew  
Randy Holt  
Christine Houk  
Mark Sigrist

Mr. Sigrist moved the adoption of the following Resolution:

WHEREAS, this Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2025; and

WHEREAS, the Budget Commission of Franklin County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation.

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

SECTION 1. The amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted.

SECTION 2. There be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation for tax year 2024 (collection year 2025) as follows:



**SCHEDULE A**

| <u>FUND</u>                 | <u>Limitation</u> | Amount to be<br>Derived from<br>Levies Outside<br>10 Mill | <u>Limitation</u> | Amount Approved<br>by Budget<br>Commission<br>Inside 10 Mill | County Auditor's<br>Estimate of Full Tax<br>Rate to Be Levied |                    |
|-----------------------------|-------------------|-----------------------------------------------------------|-------------------|--------------------------------------------------------------|---------------------------------------------------------------|--------------------|
|                             |                   |                                                           |                   |                                                              | Inside<br>10 Mill                                             | Outside<br>10 Mill |
| General Fund                |                   |                                                           |                   | \$1,820,119.27                                               | 1.00                                                          |                    |
| General Fund Charter        | \$                | 546,035.78                                                |                   |                                                              |                                                               | 0.30               |
| Bond Retirement             |                   |                                                           |                   |                                                              |                                                               |                    |
| Bond Retirement Charter     | \$                | 1,820,119.27                                              |                   | 693,623.93                                                   | 0.40                                                          | 1.00               |
| Police Pension              |                   |                                                           |                   | \$1,454,942.82                                               | 0.80                                                          |                    |
| Police Operating            |                   |                                                           |                   |                                                              |                                                               |                    |
| Fire Pension                |                   |                                                           |                   |                                                              |                                                               |                    |
| Fire Operating              |                   |                                                           |                   |                                                              |                                                               |                    |
| Police/Fire Pension         |                   |                                                           |                   |                                                              |                                                               |                    |
| Capital Improvement Charter |                   |                                                           |                   |                                                              |                                                               |                    |
|                             |                   |                                                           |                   |                                                              |                                                               | <b>TOTAL</b>       |
|                             | \$2,366,155.05    | \$3,968,686.02                                            |                   | 2.20                                                         | 1.30                                                          |                    |

SECTION 3. The Clerk of Council be and is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

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

\_\_\_\_\_  
Christine Houk, President of Council

\_\_\_\_\_  
Richard L. Stage, Mayor

Passed:  
Effective:

Attest: \_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution  
is correct as to form.

\_\_\_\_\_  
Stephen J. Smith, Director of Law