



GROVE CITY, OHIO - CITY COUNCIL Agenda

October 7, 2024

7:00 PM

Call to Order

Roll Call

Approval of Minutes

Welcome & Reading of Agenda

LANDS:

Ordinance C-35-24 Approve a Special Use Permit for a Marijuana Dispensary for Shangri-La dispensary located at 3586 Broadway. Second reading and public hearing.

SERVICE:

Ordinance C-38-24 Accept the Grove City Thoroughfare Map.

Resolution CR-42-24 Amend the Rules of Council.

FINANCE:

Ordinance C-36-24 Authorize the City Administrator to enter into an Agreement with Axon for upgraded police Equipment. Second reading and public hearing.

Ordinance C-37-24 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. Second reading and public hearing.

Ordinance C-39-24 Approve the purchase contract for 3524 Ventura Blvd. and Appropriate \$179,000.00 from the General Fund for said purchase and declare an emergency.

Ordinance C-40-24 Amend Exhibit "A" of the town Center Commercial Revitalization Grant Program as approved by C-31-18. First reading.

Resolution CR-43-24 Approving and Adopting an Economic Development Plan stating that the City may hereafter proceed with Approval of a Taxx Increment Financing Incentive district.

Resolution CR-44-24 Authorizing the City Administrator to submit an application to Mid-Ohio Regional Planning Commission for the attributable funding for the Southwest Area Overpass Project.

Call for New Business

Call for Dept. Reports & Closing Comments

Adjourn

ON FILE

Minutes of: 09/16 - Council; 9/23 - BZA

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



ITEM 3: 20240702026- Shangri-La Dispensary (Ohio Holistic Health) – Use Approval

Site Location

3586 Broadway (PID 040-003032)

Proposal

A use approval to allow for a cannabis dispensary

Current Zoning

C-2 (Retail Commercial)

Future Land Use

Commercial Center

Property Owner

SOS Properties LLC

Applicant/Representative

Rebecca J Mott, Plank Law Firm

Applicable Plans, Policies, and Code Section(s)

- Zoning Code Section 1135.09
- GroveCity2050 Community Plan

Staff Recommendation

Disapproval

Contents

	Page
1. Context Map	2
2. Analysis.....	3
3. GC2050 Analysis.....	3
4. Recommendation	4
5. Detailed History	4

Case Manager

Dash Logan, AICP, Senior Planner
614-277-3024
dlogan@grovecityohio.gov

Summary

This application is a use approval to allow for the operation of a cannabis dispensary at 3586 Broadway.

Zoning Map

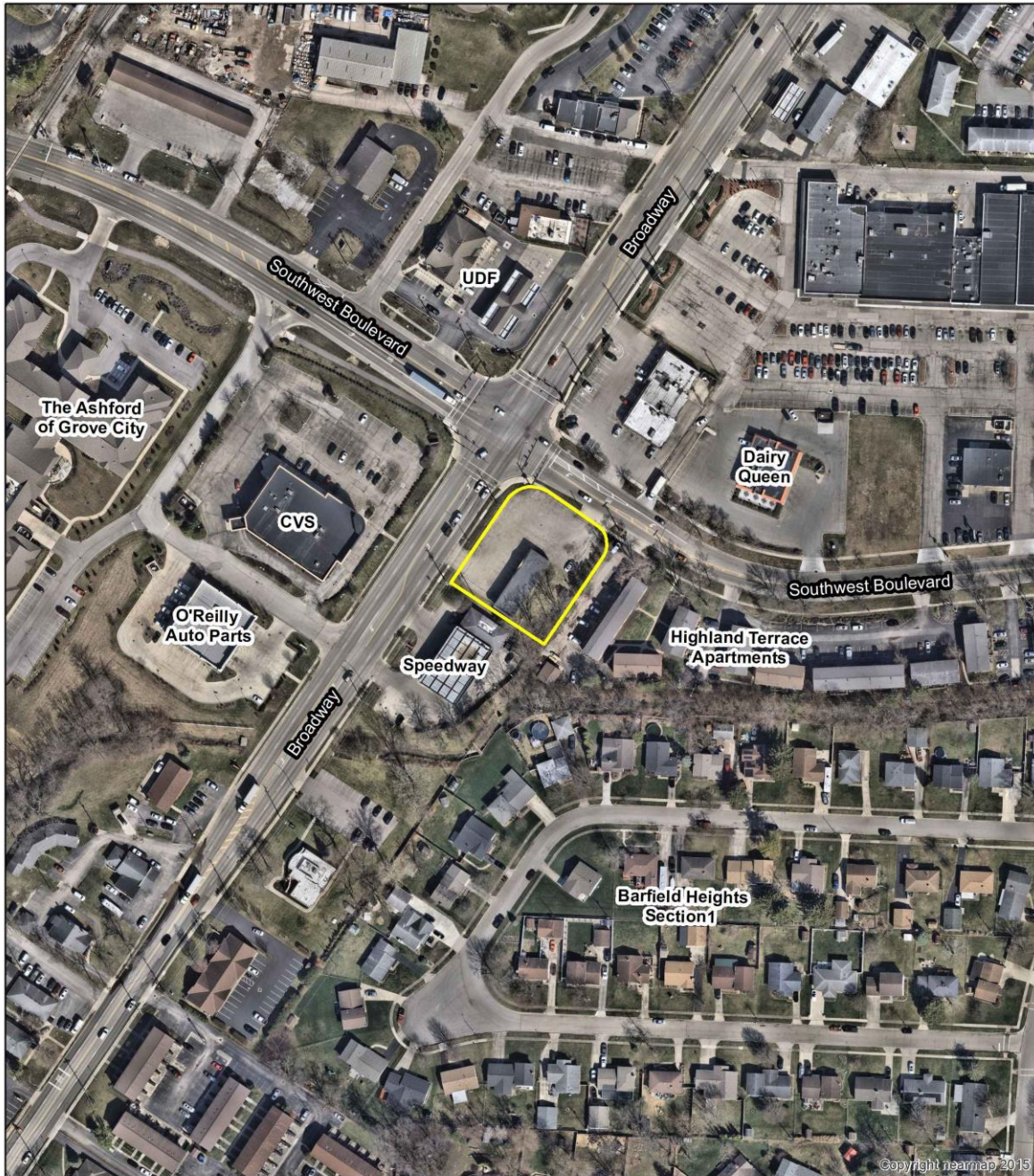


Next Steps

Upon receiving a recommendation from Planning Commission, the application will move forward to City Council for final action.

1. Context Map

This property is located at 3586 Broadway (PID 040-003032).



202407290030
Shangri-La Dispensary
Use Approval
PID: 040-003032

0 100 200 400 Feet



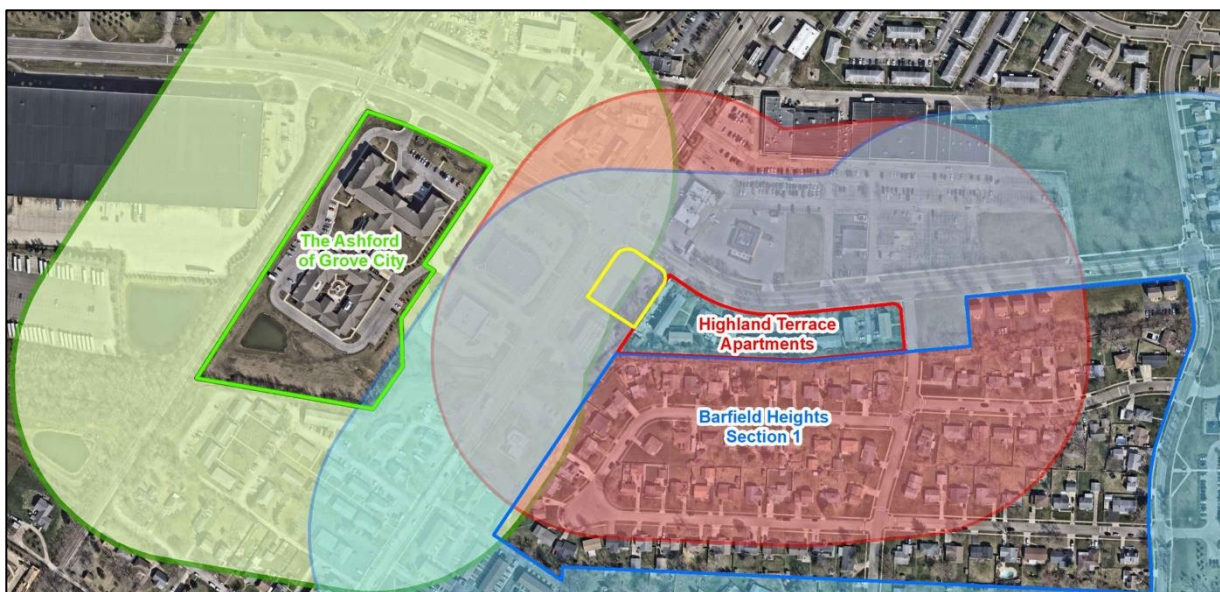
2. Analysis

The applicant is requesting a Use Approval to allow for the operation of a recreational cannabis dispensary at 3586 Broadway. In 2016, the Ohio General Assembly passed Substitute House Bill 523, which allowed for the medicinal use of marijuana by individuals who received a recommendation from a physician. In response to the passage of this bill, the City of Grove City enacted Ordinance C-46-17, which amended the City Code to prohibit the cultivation, processing, and retail distribution of medical marijuana. However, on November 7th, State issue 2 was approved, which created an administrative system for the legalized cultivation, processing, and retail sale of recreational marijuana for people over 21 years of age. In response to the passage of State Issue 2, the City Council repealed Ordinance C- 46-17.

The City's permitted uses and districts are based on the federally established 1987 Standard Industrial Classification (SIC) system, where marijuana remains an illegal controlled substance at the federal level and subsequently not listed within the SIC. Therefore, the city's zoning code, based on the SIC, does not include cannabis-related businesses as a permitted use within any zoning district. Operation of such use requires a Use Approval from the City in accordance with Section 1135.09 of the City's codified ordinances. Approval of this application would allow the applicant to operate a recreational cannabis dispensary, and any site improvements or building modifications would need to be reviewed with future applications.

The materials provided by the applicant state that the proposed use will comply with all state regulatory requirements that have been put in effect. The proposed use would operate Monday through Saturday from 10:00 a.m. to 7:00 p.m. and Sunday from 10:00 a.m. to 5:00 p.m. Approximately 12 customers would be permitted inside the building at a time, and it is anticipated that customers typically spend 7 minutes and 25 seconds inside the building with a transaction time of 3 minutes.

It should be noted that when the application was submitted, the City had no established standards or review criteria for such a use. However, with City Council's passage of Ordinance C-32-24, a Special Use Permit process and review criteria for evaluating dispensary uses were established. Based on the established standards, retail dispensing of Marijuana prohibits any marijuana retailer from locating within 500 feet, measured from the property line of a parcel that is residential in use. The proposed location for this use does not comply with this requirement, as multiple residential uses are within 500 feet of the site, including The Ashford of Grove City (assisted living and memory care), Highland Terrace Apartments (multi-family residential), and Barfield Heights Section 1 (single-family residential).



The proposed site (yellow) and the 500-foot buffers from the closest surrounding residential uses.

3. GroveCity2050 Analysis

The City of Grove City adopted the GroveCity2050 Community Plan in January 2018, which contains specific goals, objectives, and actions to guide growth in the community. Five (5) guiding principles are identified that articulate Grove City's community values and direct the recommendations in the Plan. Applications submitted to Planning Commission are reviewed based on these 5 Guiding Principles.

(1) The City's small-town character is preserved while continuing to bring additional employment opportunities, residents, and amenities to the community.

Finding is Not Met: While the proposed use would add employment opportunities to the currently vacant site, the proposed use does not meet the criteria established for such a use by City Council in Ordinance C-32-24, passed as an emergency measure to maintain the City's existing character. Specifically, the proposed use does not meet the requirement that such use be located no closer than 500 feet to any residential use within the City.

(2) Quality design is emphasized for all uses to create an attractive and distinctive public and private realm.

Not Applicable: This application examines the appropriateness of the use. Future applications for building modifications or site improvements will require submission and approval.

(3) Places will be connected to improve the function of the street network and create safe opportunities to walk, bike and access public transportation throughout the community.

Not Applicable: This application examines the appropriateness of the use, and no changes are proposed to the street network.

(4) Future development will preserve, protect and enhance the City's natural and built character through sustainable practices, prioritizing parks and open space and emphasizing historic preservation.

Not Applicable: No improvements to the site are proposed with the use approval.

(5) Development provides the City with a net fiscal benefit.

Finding Can Be Met: Cannabis sales in Ohio are subject to a 10% excise tax. Of this tax, 36% of the revenue would be distributed to the state's Host Community Fund, which could provide the city with additional income. However, it is unclear how substantial this revenue would be, as distributions to Host Communities are based on the percentage of adult use tax generated by each municipality. Additionally, any impacts to city services are unknown at this time.

4. Recommendation

After review and consideration, the Development Department recommends Planning Commission make a recommendation of disapproval to City Council for the Use Approval.

5. Detailed History

2016

The Ohio General Assembly passed Substitute House Bill 523 ("H.B. 523"), which allows individuals with a qualifying medical condition, on the recommendation of a physician, to apply to the State and, upon

approval of their application, receive an identification card allowing them to obtain, possess and use marijuana for the treatment of their condition.

2017

City Council enacted Ordinance C-46-17, which amended the City Code to prohibit the cultivation, processing, and retail distribution of medical marijuana.

2023

Ohio voters approved State Issue 2, creating an administrative system for the legalized cultivation, processing, and retail sale of recreational marijuana for people over 21 years of age, on November 7th, 2023.

2024

City Council enacted Ordinance C-12-24 to repeal Ordinance C- 46-17 to permit the cultivation, processing, or retail dispensing of medical marijuana.

City Council enacted Ordinance C-32-34 as an emergency to amend Section 1135.09(b)12A of the Codified Ordinances of Grove City to include a new section establishing provisions for the retail dispensing of medical and recreational marijuana.

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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

Shangri-La



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

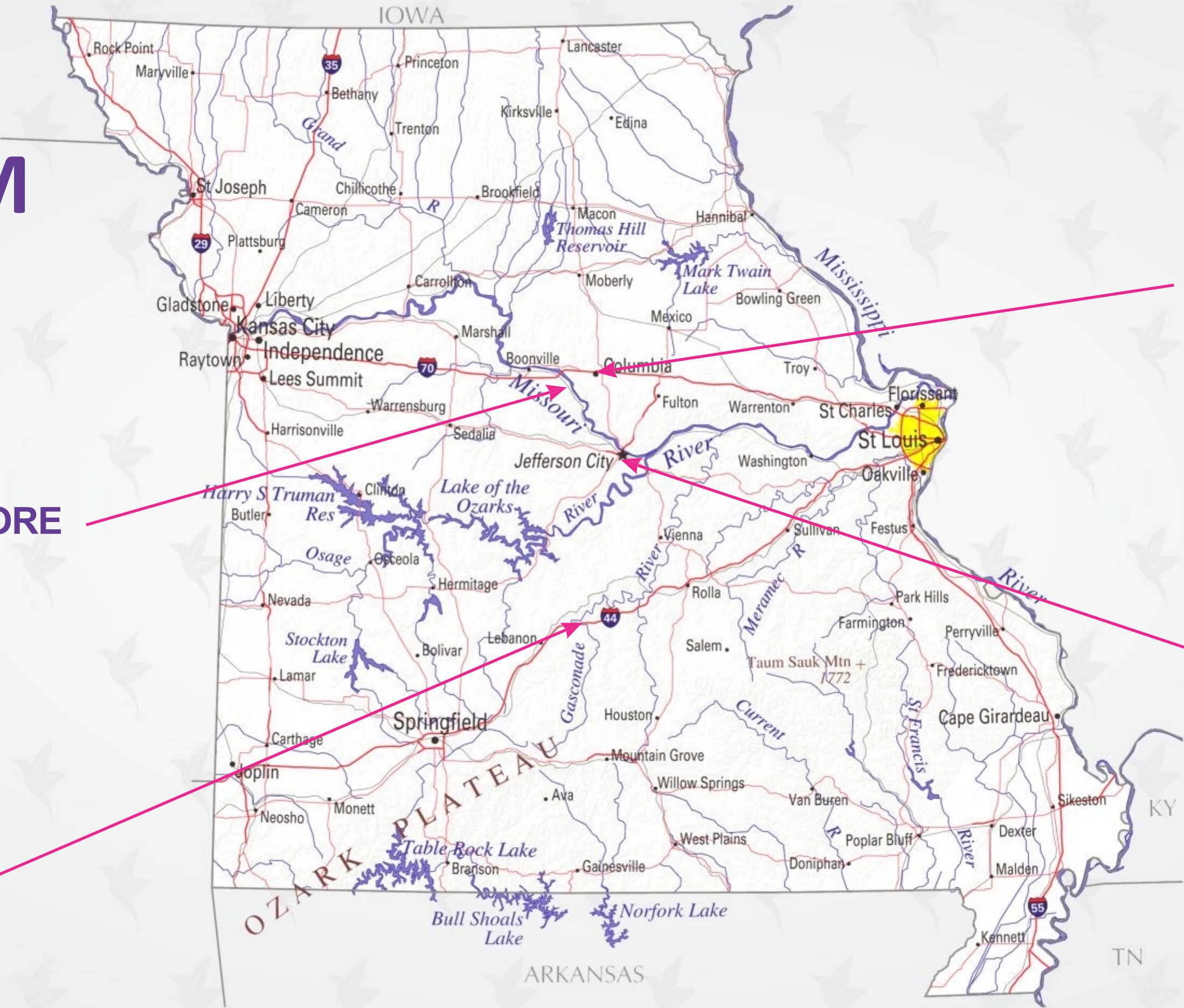
EXISTING PLATFORM



Shangri-La
COLUMBIA SUPERSTORE



WAYNESVILLE



Shangri-La

Shangri-La
COLUMBIA SOUTH

Shangri-La
JEFFERSON CITY

MISSOURI RETAIL



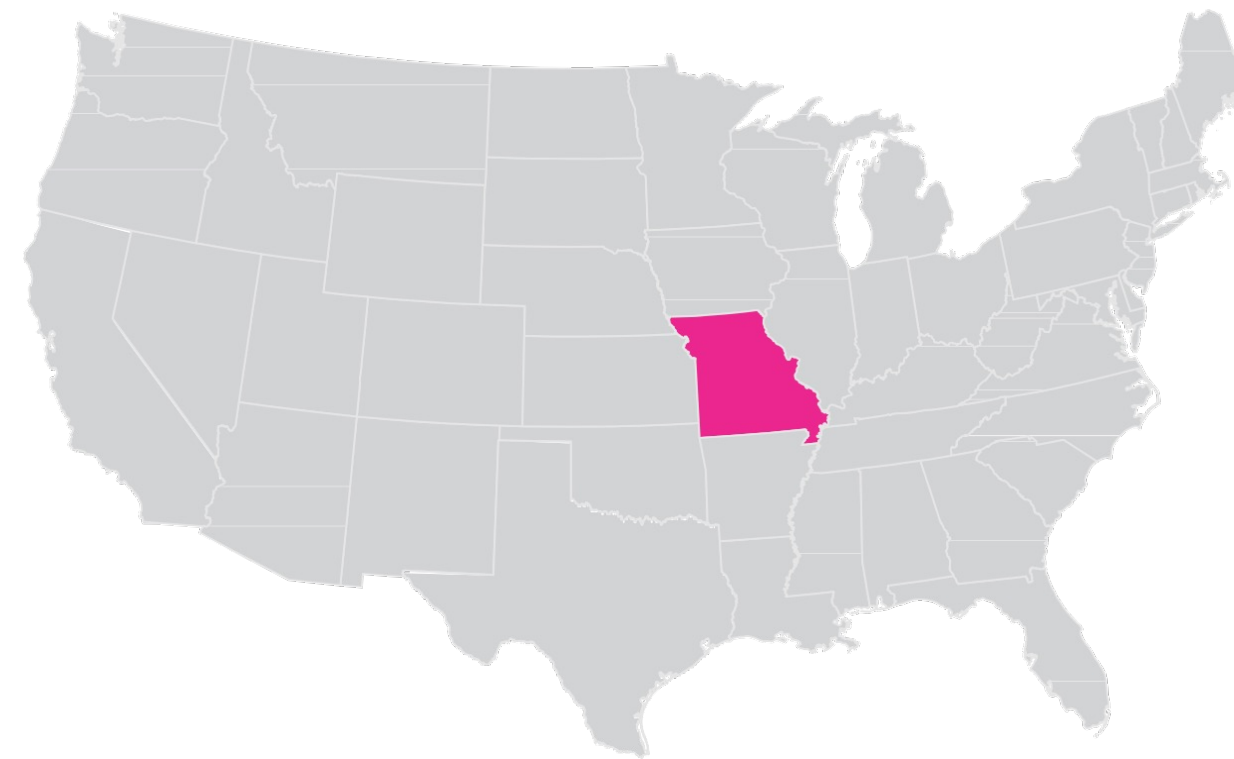
COLUMBIA SUPER STORE



COLUMBIA SOUTH



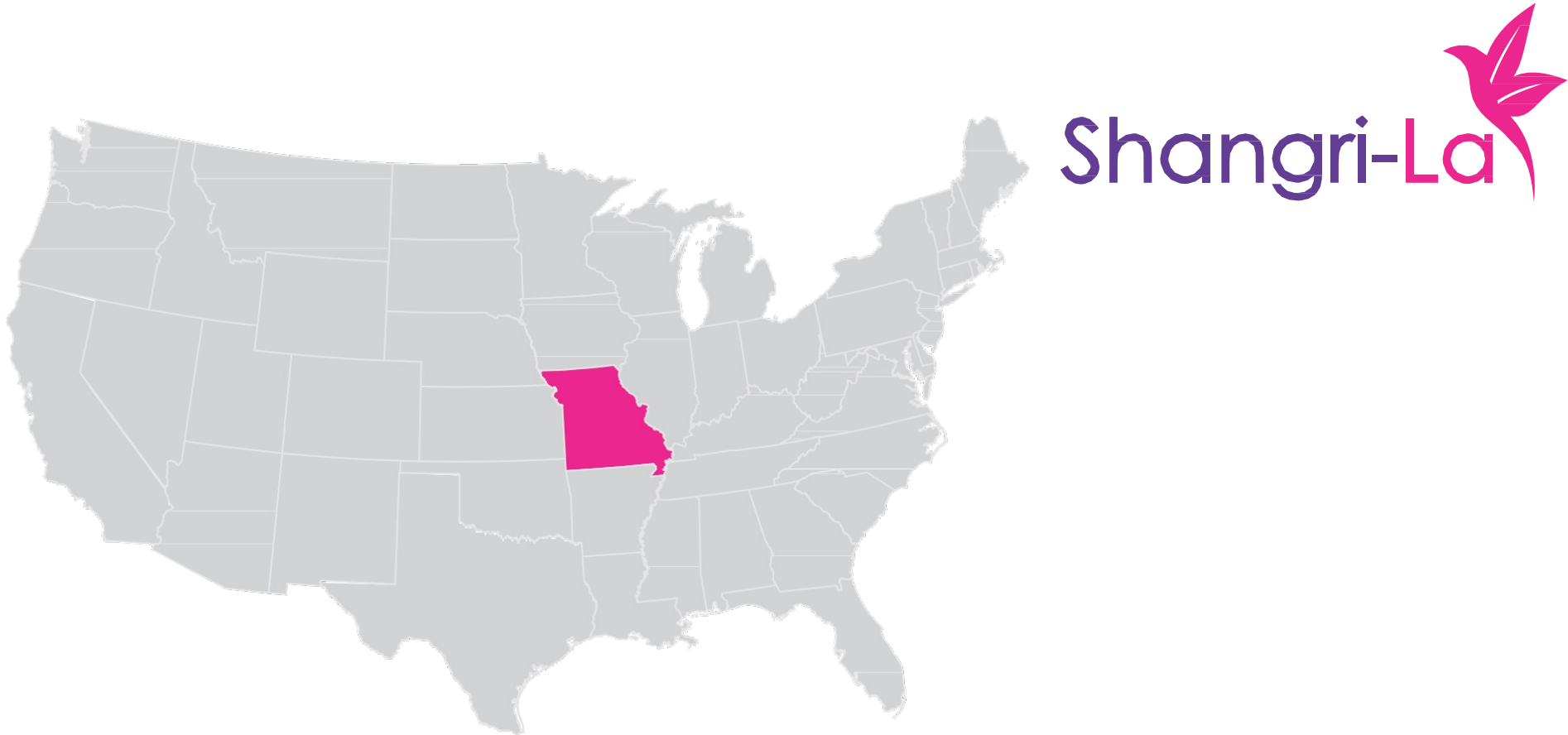
JEFFERSON CITY



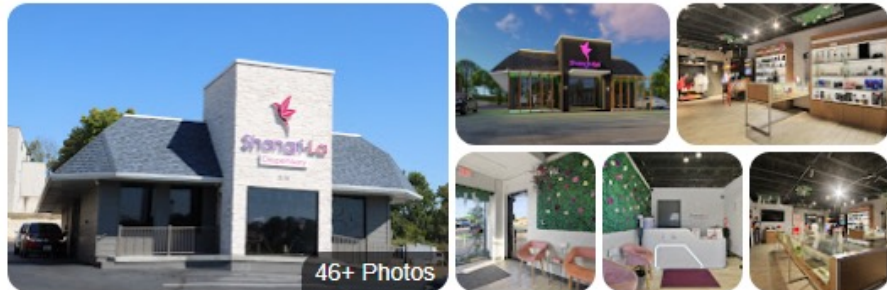
- The three Shangri-La branded dispensaries are among the top performing dispensaries in the State of Missouri.
- With adult use approved in early 2023, the Missouri market has grown quickly with aggregate sales exceeding \$2 Billion in January 2024.
- The Shangri-La model has been proven and is being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

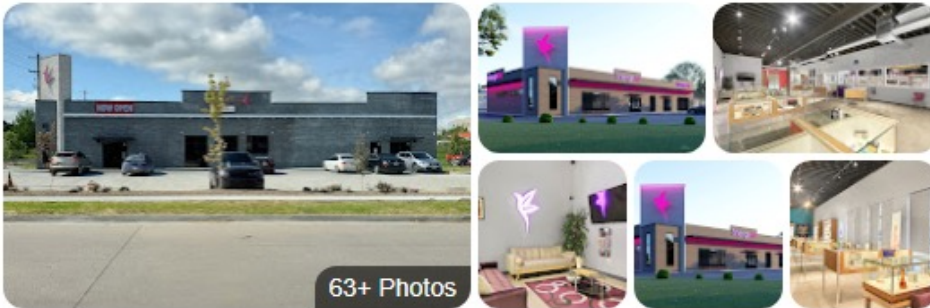
Hours: Open · Closes 10 PM

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

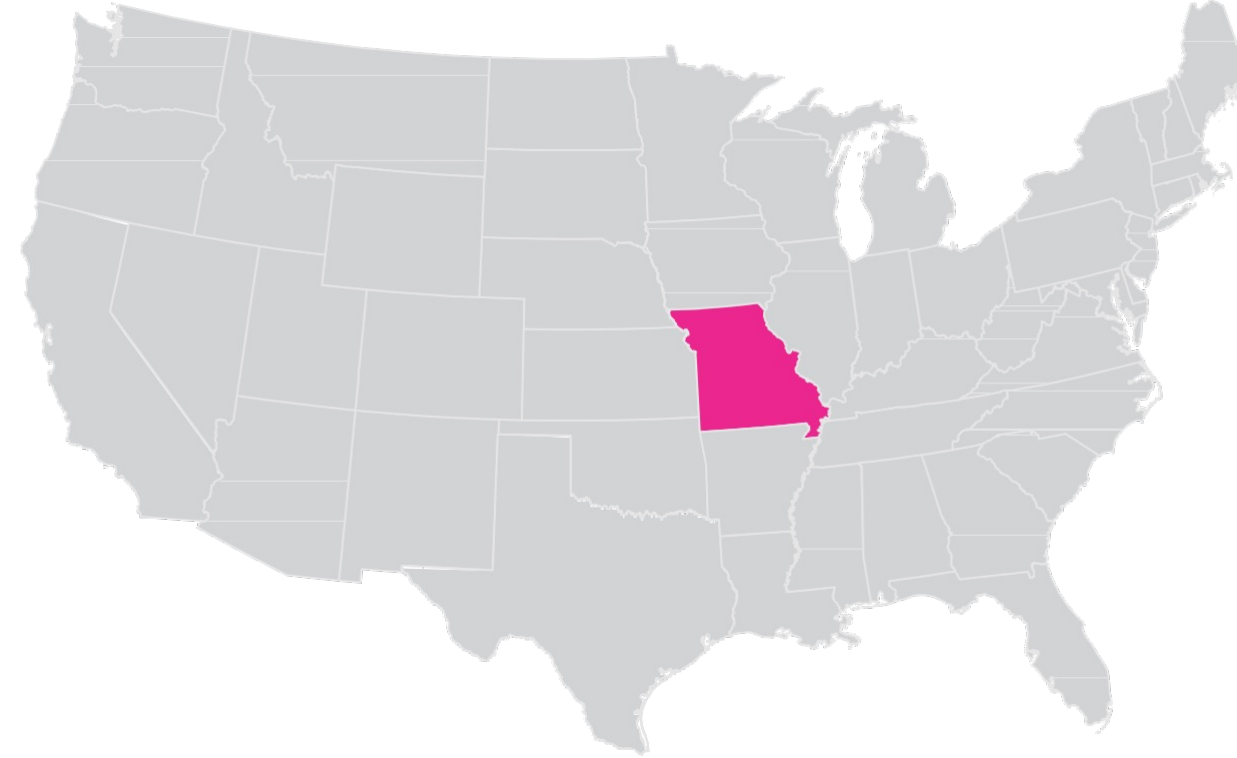
Hours: Open · Closes 10 PM

Phone: (888) 991-9222

Suggest an edit · Own this business?

Missouri Cultivation/Manufacturing

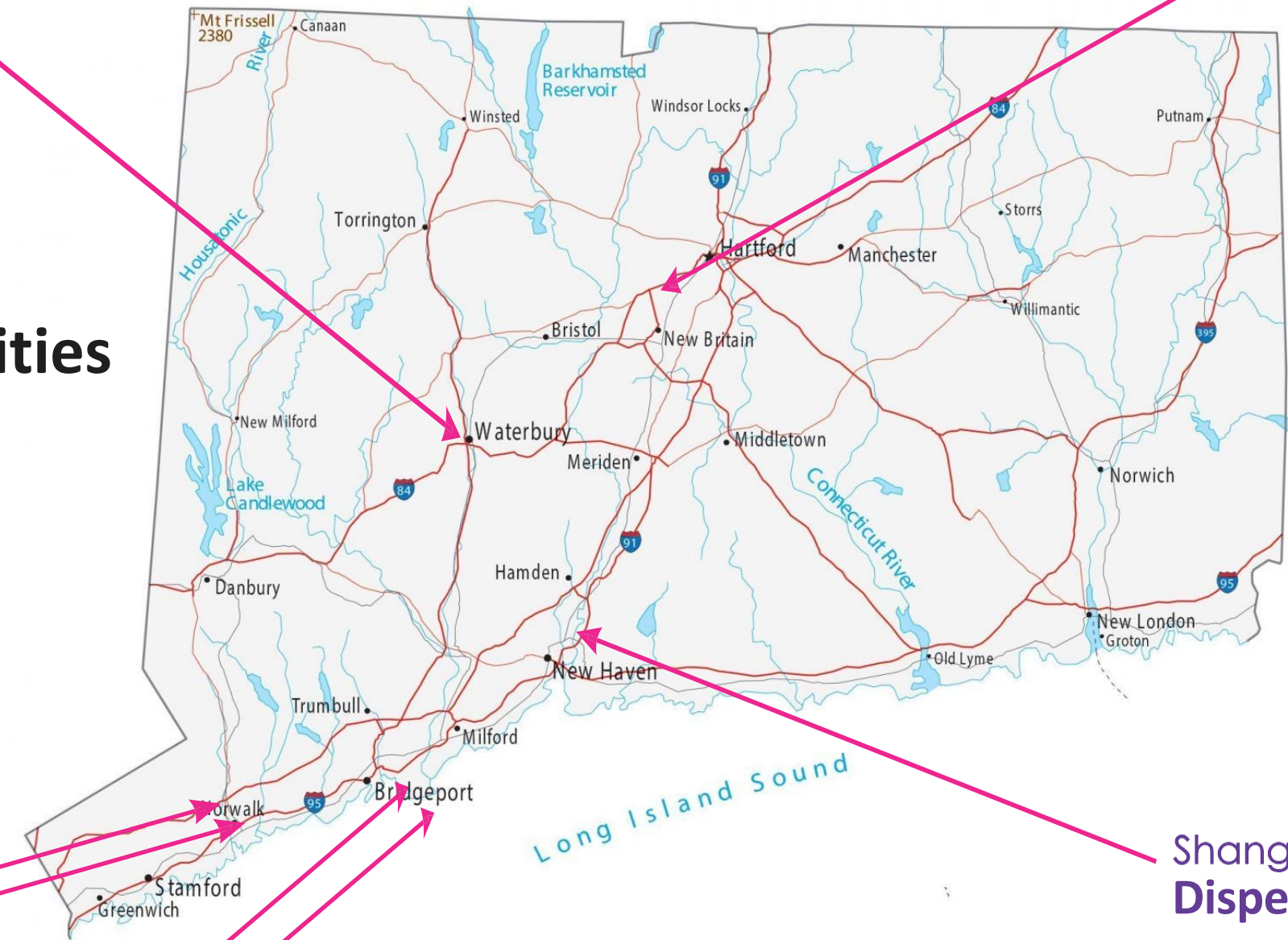
- The sponsors owns 50% of a 30,000 sf cultivation and manufacturing facility in Waynesville, MO
- The facility produces Hermit's Delight, Jane West, Kran Organics and 1913 Brands.



CONNECTICUT

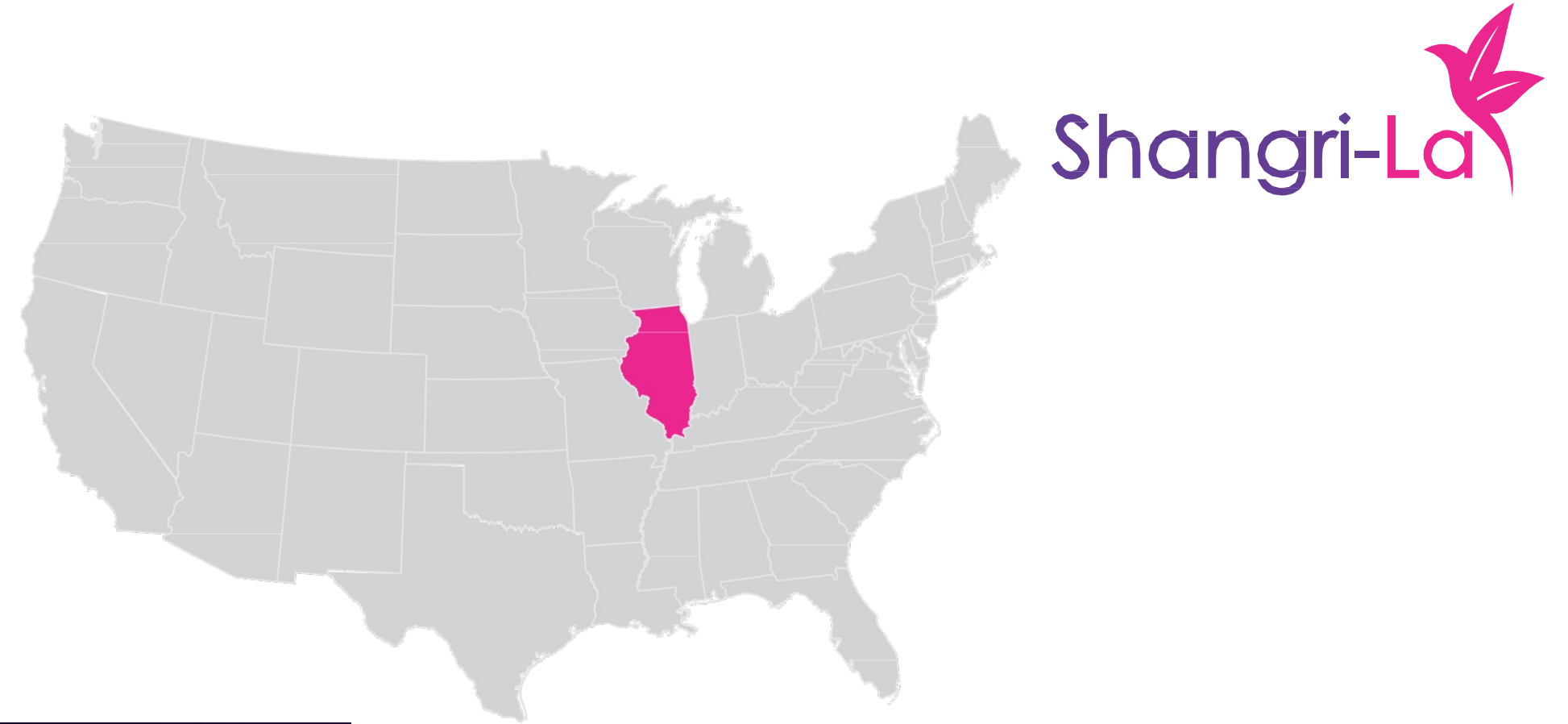


- Connecticut is our newest market with one dispensary open in Norwalk.
- We will open five more retail locations, one cultivation facility and three manufacturing facilities in Connecticut.
- We have initiated construction on five more approval for five locations so far.



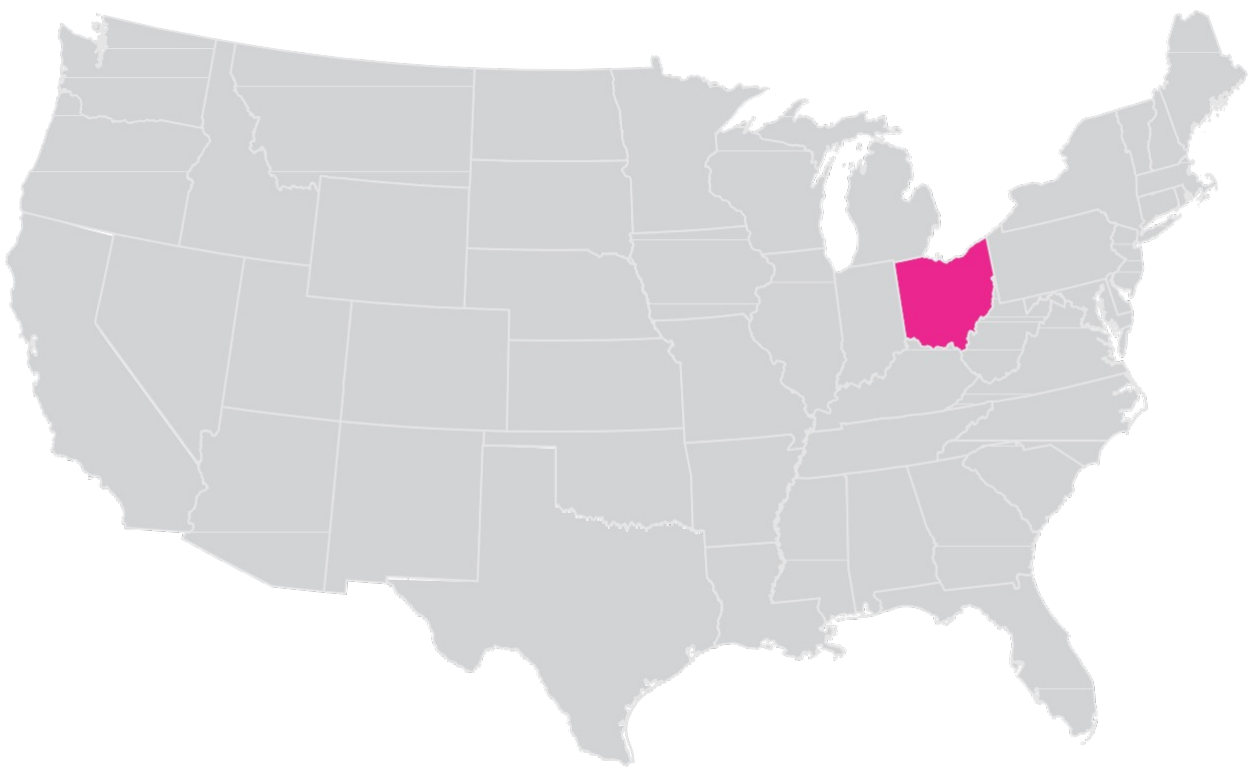
ILLINOIS

- 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.

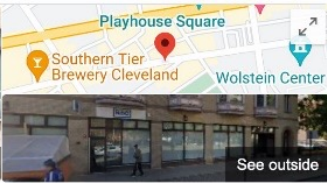
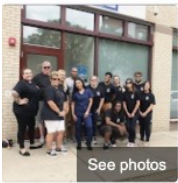


OHIO LOCATIONS

- 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

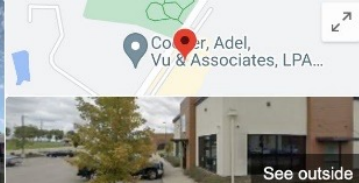
Chat with a live agent

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

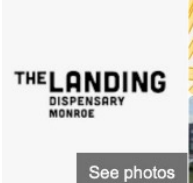
[Suggest an edit](#)

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?](#)

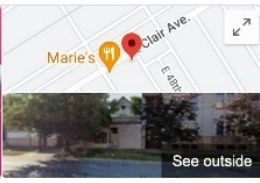
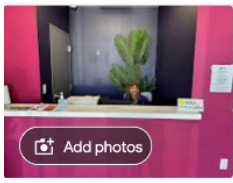
Questions & answers

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

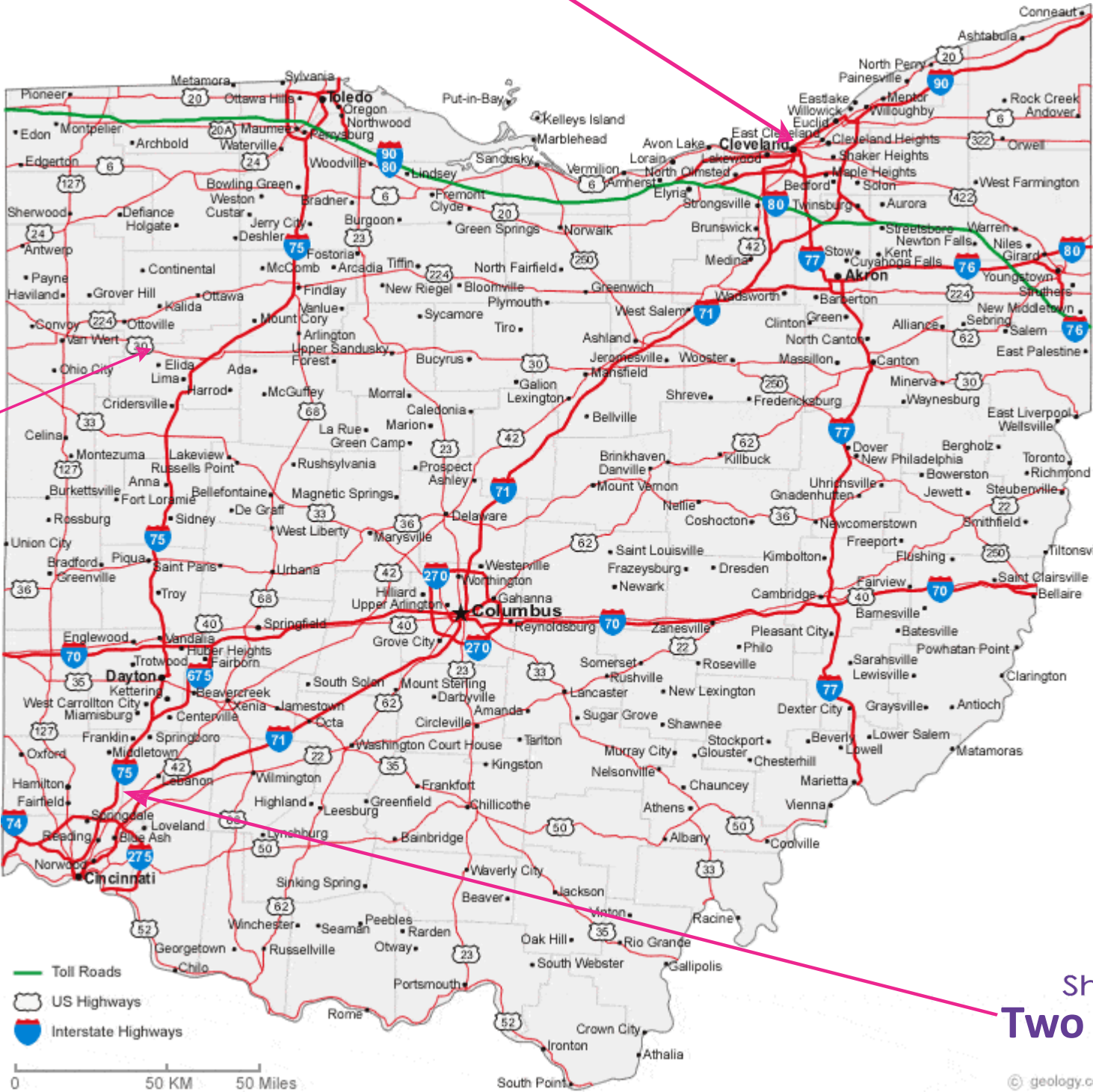
OHIO



Shangri-La
Dispensary



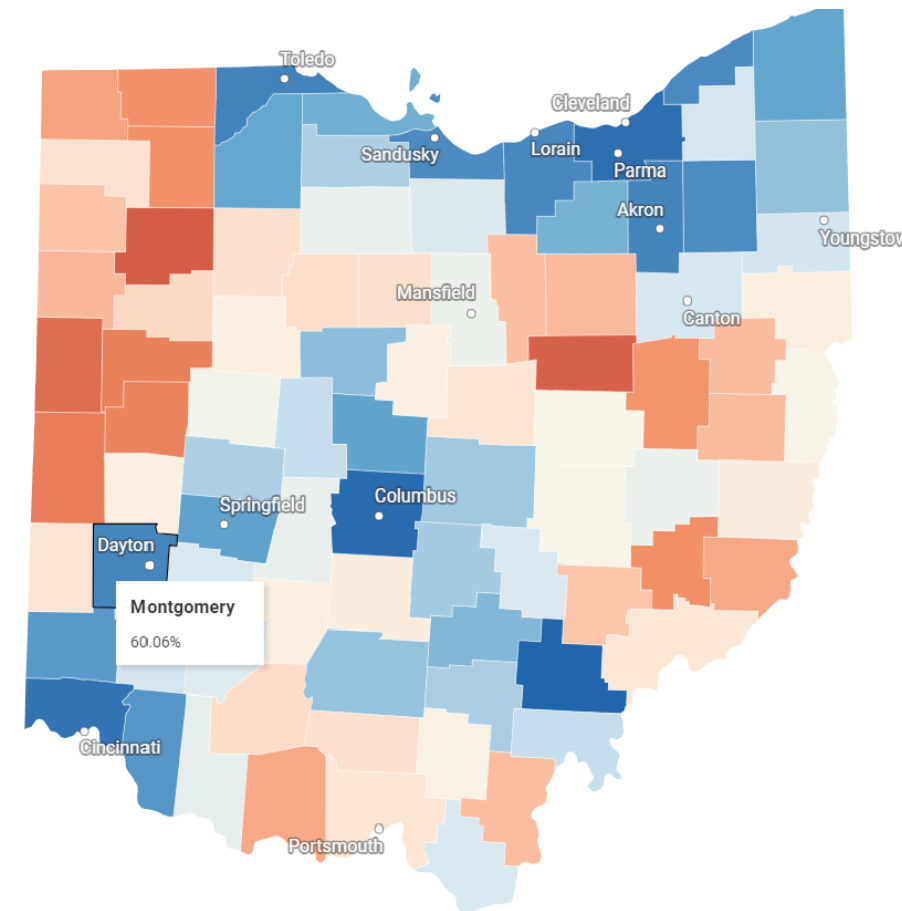
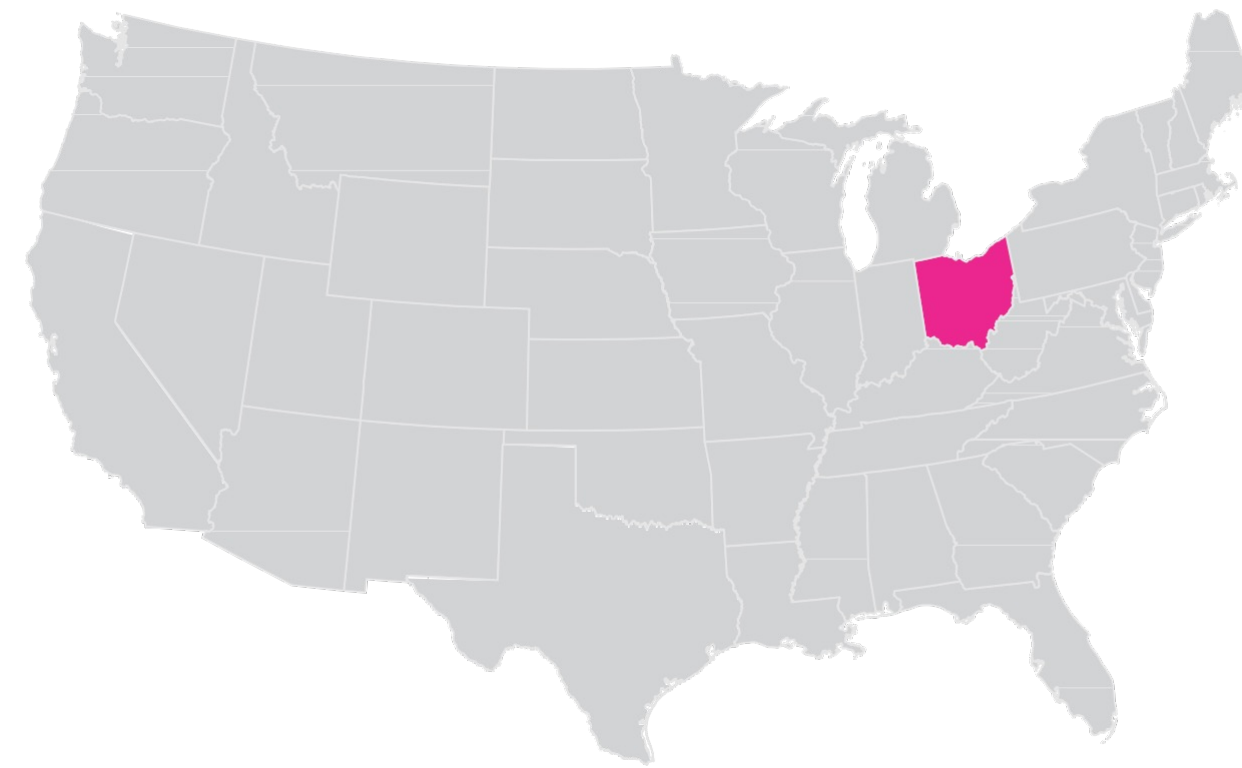
Shangri-La
Dispensary



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 24th 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.**

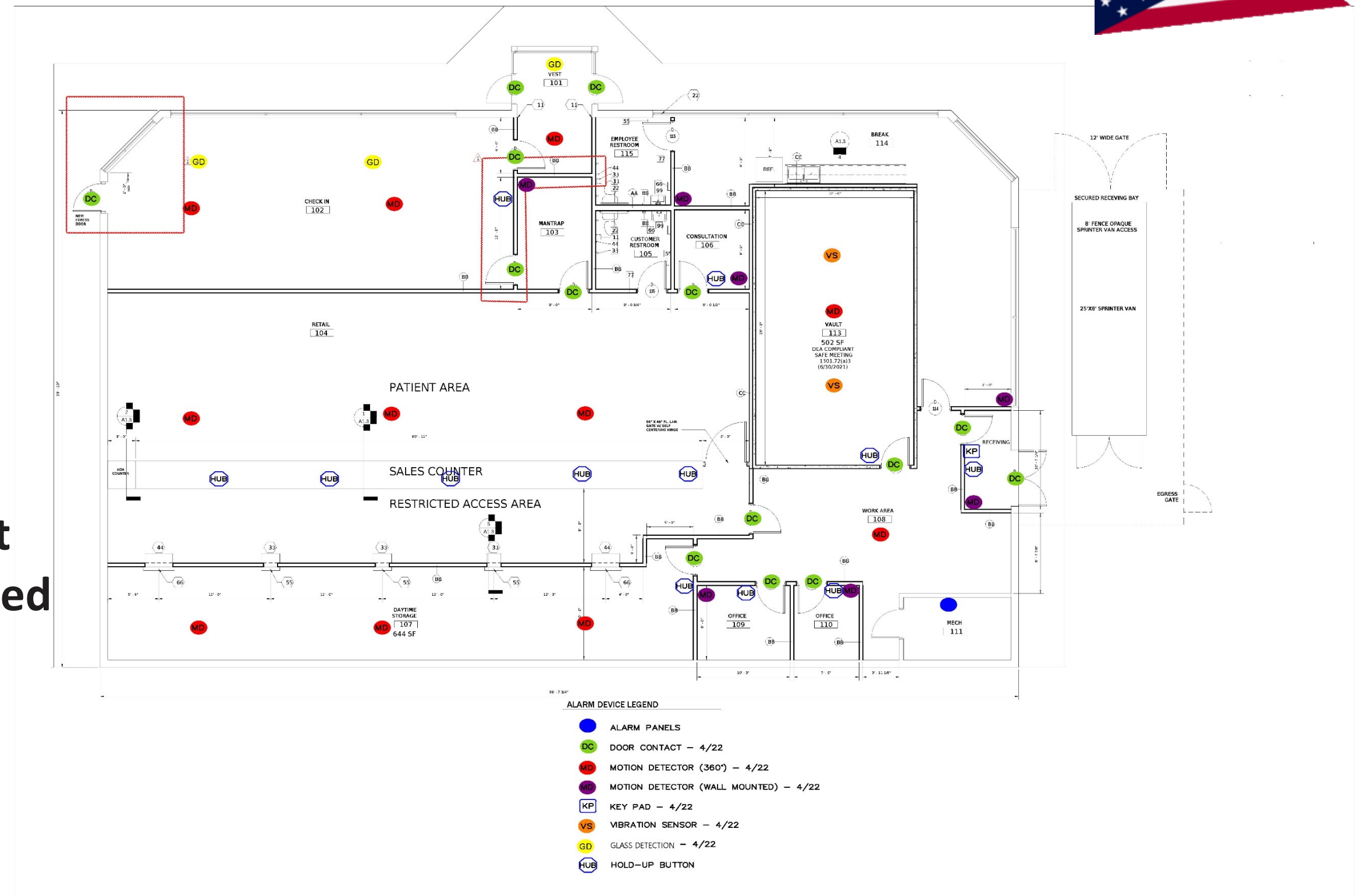
* Source: Illinois and Michigan again earned hundreds of millions from weed taxes in 2022, even more than previous year (The Badger Report, March 6, 2023).

** 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

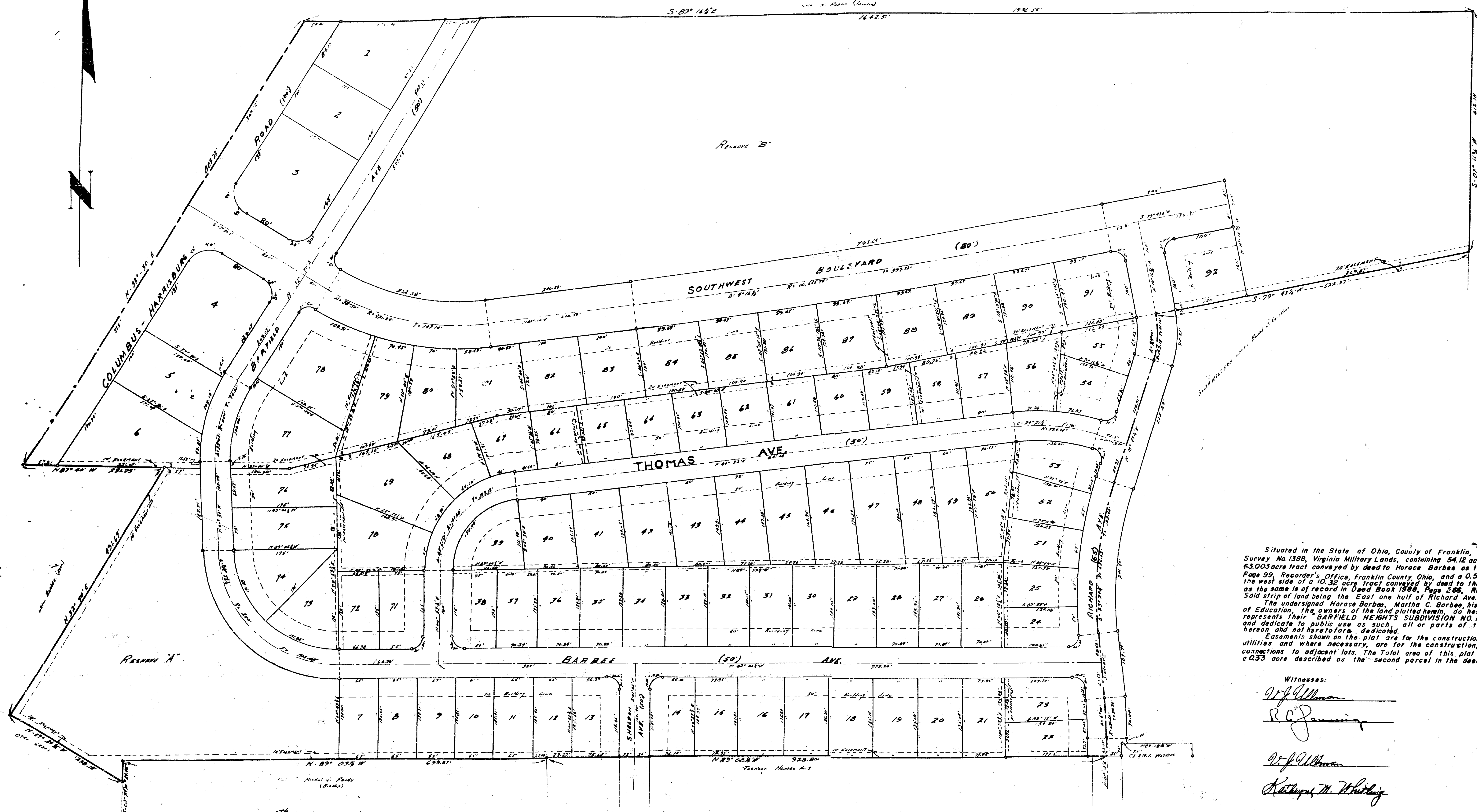
Situated in the State of Ohio, County of Franklin, and in the City of Grove City:
Being Lot Number Four (4), of Barfield Heights Subdivision No. 1, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 28, Page 55, Recorder's Office, Franklin County, Ohio.

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
W. J. Williams
Katharine M. Whitting

Horace Barbee
Martha C. Barbee
Southwestern Local Board of Education
Hugh L. McKinley
R. C. Jamison

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 21st 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 21st day of October, 1957.

Katharine M. Whitting
Notary Public, Franklin County, Ohio
My Commission expires
KATHRYNE 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.

Transferred this 6th day of November 1957.

Fred C. Dunn
Auditor, Franklin County, Ohio

Approved this 17th day of October 1957.

James E. Carter
Warren S. Snyder

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

Approved by Ordinance No. 56-47 passed this 21st 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 21st day of October 1957.

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

Filed for record this 6th day of November 1957 at 3:45 P.M.
Recorded this 8th day of November 1957.
Plat Book 28 Page 55

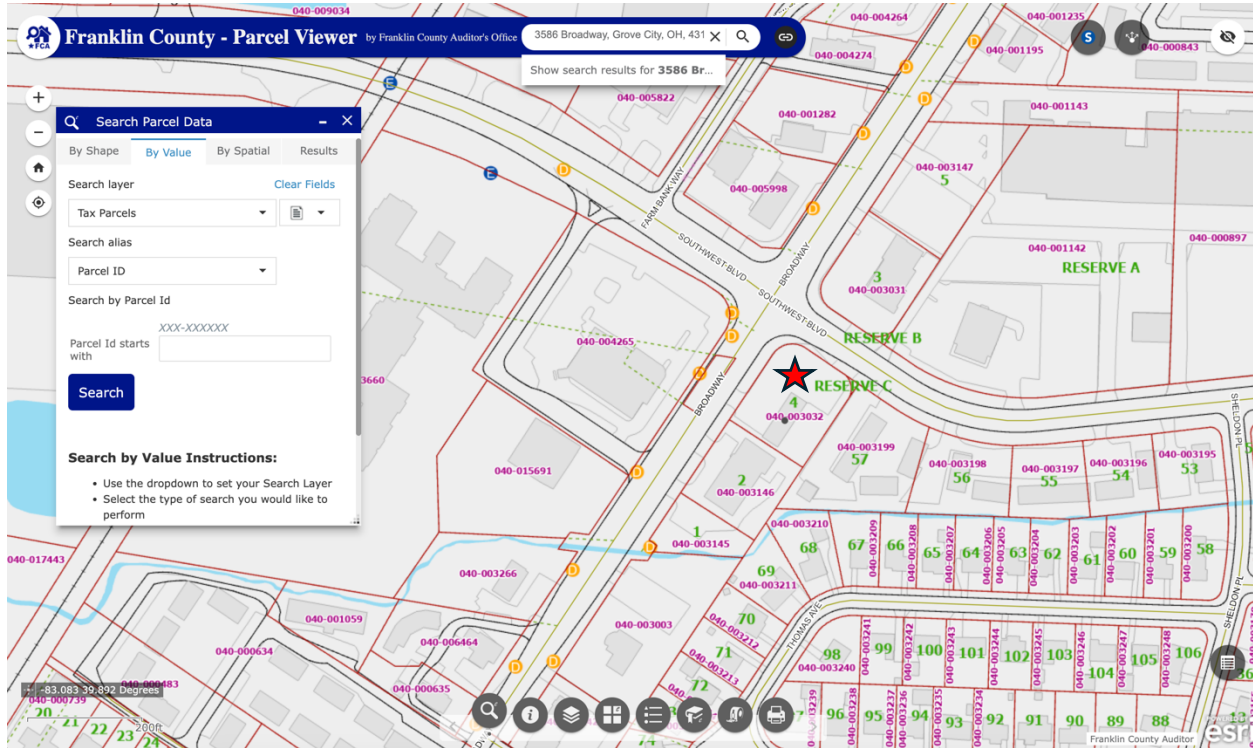
Fee 14.20
File 10344

James A. Schaefer
Recorder, Franklin County, Ohio

Received Original Tracing 11/1/57
C. Schaefer

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: 09/30/24
Introduced By: Mr. Dew
Committee: Service
Originated By: Mr. Boso
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-38-24
1st Reading: 10/07/24
Public Notice: 10/08/24
2nd Reading: 10/21/24
Passed: _____
Codified: Code No:
Passage Publication: _____

ORDINANCE C-38-24

AN ORDINANCE TO ACCEPT THE GROVE CITY THOROUGHFARE MAP

WHEREAS, the need exists to identify present and proposed streets as thoroughfares for the purpose of planning the growth and development of Grove City; and

WHEREAS, the Thoroughfare Map is a flexible planning document that will serve as a guide for the city to evaluate future development and growth.

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

SECTION 1. The attached drawing entitled "City of Grove City Thoroughfare Map" attached hereto as Exhibit A, is hereby accepted as such and is hereby adopted by reference.

SECTION 2. The Map attached hereto as Exhibit A shall supersede and replace Ordinance C-15-19.

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

Christine Houk President of Council

Passed:
Effective:

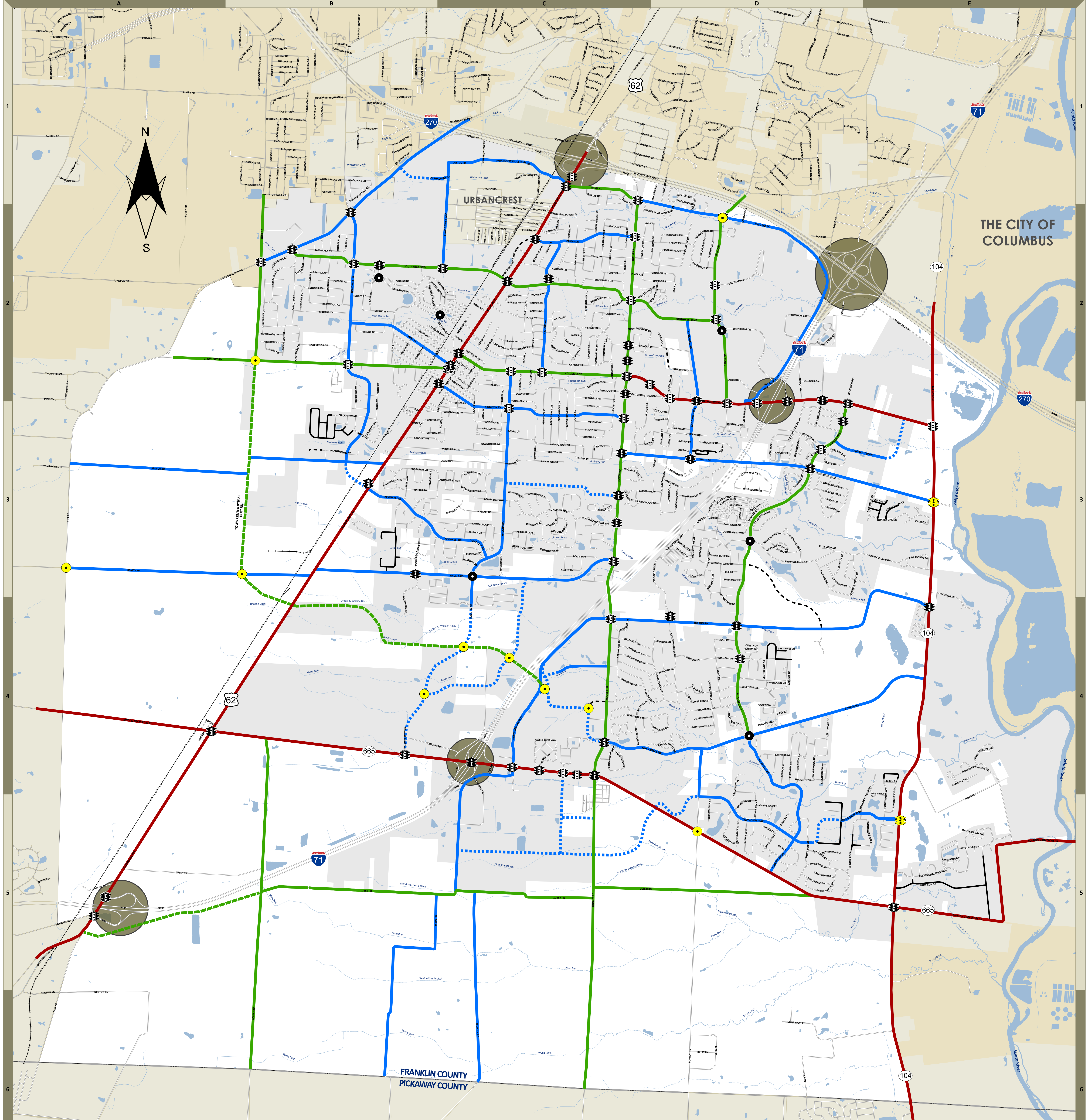
Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law



THOROUGHFARE CLASSIFICATIONS AND CHARACTERISTICS

Date: 9/19/2024

The Grove City Thoroughfare Map is a long-range planning tool displaying existing and planned roads by functional classification. Roads are classified by their general purpose, to provide mobility throughout the city. The Thoroughfare Map is guided by recommendations for the transportation network outlined in the GroveCity2050 Community Plan.

The GroveCity2050 Community Plan provides a framework to ensure existing and future infrastructure is designed in anticipation of forecasted growth, while integrating multiple modes of transportation to create a transportation network responsive to a roadway's context and surrounding land uses while maintaining Grove City's desired character. Roadway characteristics may be modified from the requirements defined in the city's Standard Drawings noted below.

Principal Arterial - 20,000 Average Daily Traffic (ADT) and up:

Existing Proposed

- Carries the highest traffic volumes;
- Provides connectivity between commercial centers within the city and outlying areas;
- Provides continuity for major rural corridors to accommodate trips entering, leaving and movements through the city;
- Refer to Grove City Standard Drawing No. C-GC-64 for minimum requirements.

Minor Arterial - 7,500 to 19,999 Average Daily Traffic (ADT):

Existing Proposed

- Provides connections to Principal Arterial roadways;
- Distributes traffic without penetrating neighborhoods;
- Refer to Grove City Standard Drawing No. C-GC-63 for minimum requirements.

Collector - 2,500 to 7,499 Average Daily Traffic (ADT):

Existing Proposed

- Provides access and traffic circulation within residential neighborhoods, commercial and industrial areas;
- Collects traffic from local streets and disperses them to the arterial system;
- Refer to Grove City Standard Drawing No. C-GC-62 for minimum requirements.

Local - 2,499 Average Daily Traffic (ADT) and below:

Existing Approved Proposed

- Provides direct access to other roadways in the system;
- Refer to Grove City Standard Drawing No. C-GC-61 and C-GC-60 for minimum requirements.

- Roundabout (Existing)
- Roundabout (Proposed)
- Signal (Existing)
- Signal (Potential)
- Interchange

The City of Grove City
THOROUGHFARE MAP

LEGISLATION:
Ordinance: C-xx-24
Passed: --, --, 2024
Effective: --, --, 2024

Date: 9/30/24
Introduced By: Mr. Dew
Committee: Service
Originated By: Ms. Houk
Approved:
Emergency: 30 Days:
Current Expense:

No.: CR-42-24
1st Reading:
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-42-24

A RESOLUTION TO AMEND THE RULES OF COUNCIL

WHEREAS, the Rules of Council were adopted by Resolution CR-44-63 and were amended by Resolutions CR-11-76, CR-28-87, CR-64-91, CR-44-16, CR-23-18 and CR-23-20; and were adopted in subsequent years; and

WHEREAS, Council conducted a thorough review of its Rules and desire to make certain updates and changes; and

WHEREAS, Council is committed to ensuring transparency of Council and government operations. These rule changes serve to further define Council's policies and procedures by addressing operational efficiency, consistency, and accountability.

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

SECTION 1. The Rules of Council are hereby amended and adopted as shown in Exhibit A, attached hereto and made a part hereof.

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

Christine A. 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

Rules of Council – Table of Contents

I. Meetings	1
A. Regular Meetings	1
B. Special Meetings	1
C. Committee Meetings	1
D. Work Sessions	1
E. Notice	2
F. Open Meetings	2
G. Minutes	2
H. Recordings	2
I. Executive Session	2
II. Clerk of Council	3
A. Clerk	3
III. The Chair	4
A. Roll Call	4
B. Temporary Chair	4
C. Substitute Chair	4
D. Appeals from Decisions of the Chair	4
E. Chair's Power to Vote	4
F. Annual Budget	5
G. Evaluation of the Clerk of Council	5
H. Staff Timekeeping and Leave	5
IV. Members' Duties and Privileges	6
A. Seating Arrangement	6
B. Addressing the Chair	6
C. Limitation of Debate	6
D. Voting	6
E. Roll Call	6
F. Demand for Roll Call Vote	7
G. Excusal from Attendance	7
H. Excusal During a Meeting	7
V. Order of Business & Agenda	8
A. Order of Business & Agenda	8-10
VI. Council Committees	11
A. Appointment of Committees	11-12
B. Temporary Chair	12
C. Meetings	12
D. Quorum	12
E. Temporary Committee Chair	12
F. Secretary to Committees	13
VII. Motions	14
A. Motions	14
B. Order of Precedence	14
C. Motion to Adjourn	14
D. Motion to Lay on the Table	14
E. Previous Question	14

F. Motion to Postpone	15
G. Motion to Amend	15
H. Motion to Suspend the Rules	15
I. Motion to Reconsider	15
VIII. Miscellaneous	16
A. Procedures in Absence of Rules	16
B. Decorum in Council Chambers	16
C. Rules on Reading and Suspension of Rules	16-18
D. Amending Rules	18
E. Quorum	18
F. Director of Law	18
G. Resignation	19
H. Community Organization Liaison	19
Appendix A	20
Job descriptions for Clerk of Council and Deputy Clerk of Council	

I. MEETINGS

A. Regular Meetings

Regular meetings of Council shall be held in the Council Chambers at 7:00 p.m. on the first and third Mondays of each month. Council may, by majority vote, change the day and/or hour determined by a like vote of the members present if constituting a quorum. In cases of emergency, the President of Council may cancel a meeting.

Caucus

Prior to each Regular meeting of Council, Council may hold a caucus session. The caucus session shall be an opportunity for Council to review and/or discuss the agenda prior to the Regular meeting. The general public shall be permitted to attend but shall not participate unless invited by Council or the Mayor. In the event that the Regular meeting of Council is cancelled, the caucus session shall also be cancelled.

B. SPECIAL Meetings

Council shall hold such special meetings as may be found necessary, which may be called by the Clerk upon the request of four (4) members of Council or as the President of Council deems necessary. Whenever possible, special meetings shall be held on the second, fourth, or fifth Monday of the month.

Any such vote or request for the calling of a special meeting shall state the subject or subjects to be considered thereat and no other subject or subjects shall be considered except upon the approval of six (6) or more of the members of Council in attendance at such special meeting. Twenty-four (24) hours notice of such special meetings called by four members of Council or the President of Council shall be given to each member of Council and to the Mayor and any other persons involved in the action to be taken.

C. Committee Meetings

Called by the Chair of the Committee or 4 members of Council to discuss legislation before Council. Council shall take no official action of any kind during a committee meeting.

D. Work Sessions

Council work session topics may be submitted by any member of Council, the Mayor, or Administration to the Administrative/Rules Committee to be scheduled on the second, fourth, or fifth Monday of the month. Council shall take no official action of any kind during a work session. (Examples: Governance retreats, information sharing, and discussion sessions.)

E. Notice

The Clerk shall maintain in a conspicuous place in City Hall and on the City's website an announcement of the time, date and place of the regular meeting of Council and, upon receipt thereof of notice of any special meeting of Council, shall post an announcement thereof in a conspicuous place in City Hall and on the City's website, and shall give notice at least 24 hours before the time scheduled for such meeting per the Charter. The Clerk shall provide a copy of the agenda for any regular or special meeting to any person who requests same and shall mail a copy of such agenda to any person requesting same and supplying the Clerk with a pre-addressed, stamped envelope or e-mail address. The Clerk shall provide an electronic copy for free, or a hard copy of any ordinance or resolution to be considered as an item on any agenda to any person who requests same and who pays to the City the sum of \$0.05 per page of the ordinance or resolution requested.

F. Open Meetings

All meetings of Council shall be open to the public, except for those exemptions set forth in the Ohio Revised Code and approved by two-thirds vote of all the members of Council. All official actions of the Council shall be taken in open session.

G. Minutes

Minutes of all regular and special meetings shall be open to the public for inspection, during business hours of the City, upon reasonable advance request to the Clerk to inspect the same.

H. Recordings

Meetings of Regular and Special meetings of Council shall be recorded electronically and placed on the City's website for public viewing. The recordings shall not constitute the official record of action for the meeting.

I. Executive Session

Pursuant to the City Charter, Council may enter into Executive Session. The Mayor shall attend with the right to participate in debate, per Section 3.05 of the Charter.

II. CLERK OF COUNCIL

A. Clerk

Council shall elect a Clerk who shall act as Clerk of Council/City Clerk and appoint such number of Deputy Clerks as Council may determine to be advisable. The Clerk shall be present at all Council meetings and shall record the proceedings in the official journal, compile the agenda and other duties as prescribed by the Ohio Revised Code, the Charter, and ordinances of the City, and as determined by Council.

Deputy Clerks shall follow the duties as determined by the Clerk. A Deputy shall attend such meetings as may be required by the Clerk, and in the absence of the Clerk at a regular or special meeting of Council, shall assume the duties of the Clerk for that meeting alone.

In the event that the Clerk or Deputy cannot attend a regular or special meeting of Council, the Director of Law shall record the proceedings for that meeting alone, or the Clerk may obtain such service from a retired or other community Clerk/Deputy.

Job descriptions for the Clerk of Council and Deputy can be found in Appendix A of the Rules.

III. THE CHAIR

Powers and Duties

A. Roll Call

The President of Council shall take the Chair at the hour appointed for Council to meet and immediately shall call the Council to order. The roll shall then be called by the Clerk, who shall enter into the Journal of each meeting the names of members present thereat. In the absence of a quorum at the time appointed for a meeting, the members present may take a recess or recesses and cause the Clerk to procure the attendance of absent members.

B. Temporary Chair

The President of Council shall serve as Chair to preside over its sessions.

In case of the absence of the President of Council, the Clerk shall call the Council to order. The Clerk shall call the roll and if a quorum is found to be present, the Council shall proceed to elect, by a majority vote, a temporary Chair of the meeting until the appearance of the President of Council.

C. Substitute Chair

The Chair, i.e., President of Council or Temporary Chair, may call any other member to take their place in the Chair, such substitution not to continue beyond adjournment.

D. Appeals from Decisions of the Chair

The Chair shall preserve decorum and decide all questions of order, subject to appeal to Council. If any member transgresses the Rules of Council, the Chair shall, or any member may, call to order and in the latter instance, the Chair shall render a decision as to the point of order. In case of any appeal from a ruling of the Chair, the question shall be "Shall the decisions of the Chair stand as the decision of the Council". The Chair shall be sustained unless overruled by a majority vote of the members of Council present.

E. Chair's Power to Vote

Any member of Council who is serving as Chair shall have the same power to vote as other members.

F. Annual Budget

The President will prepare the Annual Budget for Council with the input from Members of Council and the Clerk. The President will approve all department requisitions and invoices upon confirmation that expenditures conform with the approved budget.

G. Evaluation of the Clerk of Council

The President will prepare the Annual Evaluation of the Clerk of Council with the input from the Members of Council. The President and two members of the Administrative/Rules Committee will conduct the evaluation meeting with the Clerk. The President and Clerk of Council will both sign the evaluation prior to submitting to Human Resources.

H. Staff Timekeeping and Leave

The President will approve the Clerk of Council's time entered bi-weekly through the City's payroll system including all vacation and sick leave.

IV. MEMBERS' DUTIES AND PRIVILEGES

A. Seating Arrangement

The President of Council may, if it is deemed it advisable, arrange the seating of the members of Council in the Council Chamber, and all members shall occupy said seats so designated during the time of their term of office.

B. Addressing the Chair

Members when about to speak to a question or make a motion, shall address the Chair as "Mr./Madam President", who shall pronounce the name of the member entitled to the floor. Members addressing Council shall confine themselves to the question under debate.

C. Limitation of Debate

No member shall be allowed to speak more than once upon any one subject until every member choosing to speak shall have spoken, nor for a time longer than three (3) minutes, without leave of Council as expressed by a majority vote of the members present. No person other than members of Council and Mayor of the City may be heard or enter into the debate of question or other matter before Council during the regular or special session except with leave of Council as expressed by a majority vote of the members present, or by being allotted time and being placed on the agenda as provided in Rules stated in V. A. 3) and 4).

The Chair shall be limited in debate in the same manner as Members of Council.

D. Voting

Every member present when a question is put shall vote on same, unless Council, shall, for special reasons, excuse them from voting. Said excuse shall be granted only if the members states reasons for the request before voting begins and the Council by majority vote of the members present accepts them. There shall be no debate upon this question.

Upon the opinion of the Director of Law or an Opinion of the Ohio Ethics Commission, a Member shall be exempt from voting when such action may result in the violation of any State or Local law.

E. Roll Call

The roll call on each vote shall be rotated, so that the members whose name was called first on the last preceding roll call vote shall be called last; the members whose name

was called second on preceding roll call vote shall be called first, etc., and each member shall cast a vote when their name is called.

F. Demand for Roll Call Vote

Any member may demand a roll call vote upon any question before Council at any time before the decision on said question is announced by the Chair.

G. Excusal from Attendance

No member shall be excused from attendance at a Council meeting, except upon request to and permission by the President of Council prior to such meeting or by a vote of a majority of the members present. Refer to ORC 731.45 for being unexcused for two (2) months.

H. Excusal During Meeting

No member shall be excused while Council is in session except upon permission of the Chair.

V. ORDER OF BUSINESS & AGENDA

A. Order of Business & Agenda

The order of business at meetings of Council shall be as follows:

- 1) Roll call, to determine the presence of a quorum.
- 2) Reading of the Journal of the preceding meeting unless such reading shall be dispensed with by consent of a majority of the members present. If no objection is made to the Journal, the same shall be approved.
- 3) Consideration of agenda:
 - a. All matters submitted for consideration of the City Council at a regularly scheduled meeting must be first placed on the Agenda.
 - b. The agenda shall consist of the ordinance and resolution number, the subject matter (by descriptive title only) and the name of the committee chair for each item.
 - c. The Clerk of Council with the assistance of the President of Council shall have administrative responsibility of assimilating and preparing the agenda subject only to the rules and regulations as prescribed by the City Council. In the absence of the President, the Clerk of Council shall publish the agenda. This in no way prohibits any member of Council from placing an item on the agenda, with the Rules prescribed.
 - d. All matters to be put on the agenda shall be delivered to the Clerk of Council in writing or electronically via e-mail and be signed by the interested proponent except members of the City Council, who may submit matters to the Clerk orally. Matters submitted electronically via e-mail shall be deemed signed by the individual sending the e-mail. All matters submitted must have a Council sponsor, unless provided for by Charter and/or the Code.
 - e. The Clerk of Council shall keep on file all written requests for agenda recognition until such requests have been addressed.
 - f. Matters submitted to be considered by the Council at its next regular meeting shall be given to the Clerk of Council no later than 12:00 noon, six working days before the next regularly scheduled meeting of Council.

- g. The Clerk of Council shall post the agenda to the City's website and shall prepare or cause to be prepared and deliver or cause to be delivered to the following officials, a copy of the agenda and all legislation at the place so designated prior to the end of the regular day of business on the Thursday prior to the next regular meeting of Council:

Mayor	City Hall
Council	City Hall
Administrative Assistant	City Hall
Director of Law	City Hall
Deputy City Administrators	Via E-mail
City Consulting Engineer	Via E-Mail
Service Director	Via E-Mail
Safety Director	Via E-Mail
Finance Director	Via E-Mail
Chief Building Official	Via E-Mail
Chief of Police	Via E-Mail
Development Director	Via E-Mail
Parks & Rec. Director	Via E-Mail
Information Systems Director	Via E-Mail

- h. The Clerk of Council shall have prepared a sufficient number of agendas, complete with legislation for each representative of the press who will pick them up in the Clerk's office prior to the meeting and shall have copies of the cover agenda ready for the general public that will attend the regular council meeting.
- i. Consent agenda – The consent agenda may contain routine legislation which does not require further discussion. The consent agenda shall consist of legislation which is subject to a vote. Legislation will be placed on the consent agenda by the City Administrator in consultation with the Council President. All consent agenda items will be consolidated and approved by a single voice

vote of the members present. Prior to the approval of the consent agenda, if any council member or a member of the public requests a discussion, that item will be removed from the consent agenda and considered separately at the appropriate place on the regular agenda. The Clerk shall record passage of the consent agenda and the vote thereon the same as if each is considered separately and voted upon.

- j. Assignment by chair of each public hearing item on the regular agenda to respective committee chair.
- k. Each item shall be heard in the order as printed on the agenda with the committees being listed in the order below.

Land Usage and Zoning Committee
Safety Committee
Service Committee
Finance Committee
Parks Committee
Administrative/Rules Committee

- i) Upon motion of any Council member, the order of business at any meeting may be altered by affirmative vote of a majority of the members present.
- l. Each regular agenda item shall be given its reading, public hearing and opened for discussion by the Council, Administration, and the general public. Members of the public shall be permitted to speak on each item, for no more than three minutes.
- 4) After completion of all agenda items, the Chair shall request that any new business to be brought to the attention of Council by anyone present in the Council Chambers be done so at that time. This is the time for any open discussion from the floor. Comments shall be limited in time to three minutes unless otherwise allowed by a majority vote of the members present.
- 5) Reports and communications from the Mayor and other city officials, the Clerk, and the Council.
- 6) Adjournment.

VI. COUNCIL COMMITTEES

A. Appointment of Committees

The following Standing Committees, on which all members of council shall serve, are hereby authorized:

- 1) Land Usage and Zoning Committee
- 2) Safety Committee
- 3) Service Committee
- 4) Finance Committee
- 5) Parks Committee
- 6) Administrative/Rules

Lands / Development (Land Usage and Zoning)

The lands/development committee may meet on a committee night as needed to discuss strategic planning as it relates to residential development, economic development, zoning, annexation, parks, and community amenities, etc. Upon sponsorship by a Lands/Development Committee Member, routine legislation will be assigned based on this description.

Public Safety

The public safety committee may meet on a committee night as needed to discuss strategic planning as it relates to the division of police, homeland security, disaster preparedness, building/housing/fire code, traffic control, sidewalk program, etc. Upon sponsorship by a Public Safety Committee Member, routine legislation will be assigned based on this description.

Public Service

The public service committee may meet on a committee night as needed to discuss strategic planning as it relates to street maintenance, storm/sanitary sewers, stormwater management, utilities, engineering, public information, service expansion/rates or fees, waste management, city-provided services, etc. Upon sponsorship by a Public Service Committee Member, routine legislation will be assigned based on this description.

Finance

The finance committee may meet on a committee night as needed to discuss strategic planning as it relates to capital improvement projects, workforce, city grants, budget planning, tax revenue, tax incentives, property tax, bonding and notes, salaries, appropriations, etc. Upon sponsorship by a Finance Committee Member, routine legislation will be assigned based on this description.

Parks

The parks committee may meet on a committee night as needed to discuss strategic planning as it relates to parks and recreation facilities, park land acquisition, recreational programming, trail connectivity, senior center, community center, field space, etc. Upon sponsorship by a Parks Committee Member, routine legislation will be assigned based on this description.

Administrative/Rules

The administrative/rules committee may meet on a committee night as needed to discuss strategic planning as it relates to senior staffing, employment matters, significant contracts, legal matters or actions, council rules, city charter, etc. Upon sponsorship by an Administrative/Rules Committee Member, routine legislation will be assigned based on this description. This committee will also handle all human resource responsibilities of the City Council department and prepare the draft City Council annual appropriation.

Appointment of a member to chair each committee shall be made by the President of Council at the Organizational Meeting subject to approval by a majority vote of Council.

The President of Council may appoint such Special Committees as deemed necessary provided that matters referred to or pending before a Standing Committee may not, without consent of its members, be referred to or considered by a special committee.

B. Temporary Chair

A Temporary Chair appointed by the President of Council shall preside when Council resolves itself into the Committee of the Whole. These Rules of Council shall govern the Committee of the Whole. All questions shall be decided by a majority vote of the members. When this Committee arises, any measure, together with any amendments thereto, reported out, shall receive the immediate consideration of Council unless otherwise ordered and placed upon the calendar or agenda.

C. Meetings

Committees shall meet on call of the Chair of the Committee. Whenever possible, committee meetings shall be held on the second, fourth, or fifth Monday of the month.

D. Quorum

A majority of members of Council shall constitute a quorum.

E. Temporary Committee Chair

In the absence of the Chair, the member named next shall act as Temporary Chair.

F. Secretary to Committees

The Clerk or Clerk's designee shall act as secretary to each Committee and shall keep a record of attendance and a written record of the matters discussed at meetings thereof.

VII. MOTIONS

A. Motions

When a motion is made, it shall be stated by the Chair before debate. A motion shall not be withdrawn by the mover without the consent of Council. Unless otherwise required by law, a motion shall be deemed passed if it receives the affirmative vote of a majority of the members.

B. Order of Precedence

When a question is before Council, no motion shall be entertained except the following:

- 1) To adjourn
- 2) To lay on the table
- 3) The previous question
- 4) To postpone to a time certain
- 5) To refer
- 6) To amend

Said motions shall have precedence in the foregoing order.

C. Motion to Adjourn

Motion to adjourn shall be in order at any time, except as follows:

- 1) When repeated without intervening business or discussion.
- 2) When made while another member is speaking.
- 3) When the previous question has been ordered.
- 4) While a vote is being taken.

D. Motion to Lay on the Table

A motion to lay on the table shall preclude all amendments or debate of the subject under consideration. If the motion prevails, the consideration of the subject may be resumed only upon motion of a member voting with the majority and with the consent of the majority of the members present.

E. Previous Question

The previous question shall be stated in these words: "Shall debate now close?" The motion shall pass if a majority of the members present shall favor it. If the said motion is ordered, there shall be no further amendment or debate, but the question shall be put immediately.

F. Motion to Postpone

Motions to postpone may be amended as to time, excepting a motion to postpone indefinitely. If a motion to postpone indefinitely is carried, the principal question shall be declared lost.

G. Motion to Amend

A motion to amend shall be susceptible of but one amendment. An amendment once rejected may not be moved again in the same form.

H. Motion to Suspend Rules

A motion to suspend the Rules of Five-Day Notice must receive the affirmative vote of five sevenths (5/7) of the members elected to Council and shall be open to debate. All other rules may be suspended by a majority of the members present without debate.

I. Motion to Reconsider

A motion to reconsider a proposal that has been acted upon favorably must be made before adjournment of the session of Council at which the vote was taken. A motion to reconsider any proposal that has been acted upon unfavorably by Council may be made no later than the next meeting after the vote of Council thereon. In either case, such motion may be made only by a member who voted with the prevailing side. The concurrence of a majority of the members present shall be sufficient for reconsideration of a vote. If a motion to reconsider is lost, it shall not be entertained again.

VIII. MISCELLANEOUS

A. Procedures in Absence of Rules

In the absence of a rule to govern a point of procedure, reference shall be made to the practice set forth in Robert's Rules of Order, or if it cannot there be found, then to approved practice in other parliamentary bodies. The Clerk shall be the Parliamentarian.

B. Decorum in Council Chambers

The Chair shall maintain decorum in Council Chambers during the session.

Rules of Decorum

- 1) All interactions between city staff, elected officials, and members of the public will be conducted in a respectful manner.
- 2) Threats of any kind will not be tolerated.
- 3) Members of the public will refrain from any behavior that disturbs the orderly conduct of city business, including:
 - a) Abusive, profane, demeaning, intimidating, offensive, or defamatory remarks
 - b) Harassment or intimidation of anyone present in Chambers
 - c) Willful destruction of property
 - d) Conduct that threatens
 - e) A repetitive pattern of disruptive behavior
- 4) Members of the public should address all remarks to Council as a whole and not single out any member, unless in response to a question from that member.
- 5) Members of the public shall not approach the dais except with the permission or request of the Mayor or City Council.
- 6) No signs, placards, banners, or comparable items shall be permitted inside Council Chambers during a meeting, except to the extent that exhibits are employed during the presentation of a recognized speaker.
- 7) No wearing of caps or hats shall be permitted inside Council Chambers during a meeting.

In the event that any member of the public breaches these rules of decorum, they will be asked by the chair to discontinue the applicable conduct. If they do not comply, they may be instructed to leave the meeting.

C. Rules on Reading and Suspension of Rules

Ordinances: Every action of the Council establishing any offense and providing for the imposition of any penalty or providing for the levy of any tax or assessment or for the expenditure of any public funds or for the contracting of any indebtedness, as well as all actions required by Charter shall be taken by ordinance.

Each ordinance shall contain but one subject which shall be clearly set forth in its title.

Ordinances shall be introduced in writing and shall conform to the following procedures:

- 1) Council may reject such ordinances at the time of its first introduction.
- 2) Those ordinances not rejected shall be given a first reading by title.
- 3) Seven days shall lapse between the first reading and any further action by Council.
- 4) This waiting period may be waived by 5/7 of the elected members of Council in an emergency.
- 5) If the waiting period is waived, Council shall immediately vote on whether or not the ordinance shall be adopted, with or without amendments, or rejected.
- 6) During the waiting period and not less than five days before a second reading, the Clerk shall cause to be published on the City's website, a summary of the contents of the proposed ordinances, together with a notice of the time and place of the Council meeting at which it will be next considered, inviting interested citizens to be present and to express their opinions thereon.
- 7) Council must convene at the time and place so advertised in the public notice described in (F) above and shall give a second reading. This reading may be by title only.
- 8) Should any person be present who desires to be heard for or against the adoption of the ordinance, such person shall sign in on the meeting's speaker list prior to the start of the meeting and shall address the respective committee to which the ordinance has been referred to upon leave of the Chair of the respective Committee.
- 9) Written arguments and briefs for or against the ordinance may be filed with the Clerk at the hearing or thereafter, within twenty-four hours. Such time may be extended by a majority vote of Council.
- 10) After the hearing and the report of the Committee, Council shall vote on the ordinance. However, Council need not vote at this particular meeting. Final action may be postponed to such time as Council desires.
- 11) A favorable vote of four (4) members of Council shall be necessary to adopt any ordinance.
- 12) Final passage shall be attested by the President of Council and the Clerk and shall be presented for the Mayor's signature.
- 13) After passage, public notice shall be given by publication, by summary only, for ten days on the City's website and a prominent location in City Hall. Such summary shall consist of a brief statement of the purpose and effect of the ordinance. A copy of the full text of the ordinance shall be posted for not less than ten (10) days after passage in a public place in City Hall.

- 14) All ordinances except as below described shall take effect thirty (30) days after publication.
 - a. Ordinances raising revenue, making appropriations for current expenses, and those declared to be an emergency by 5/7 vote of Council shall go into effect upon passage, approval of the Mayor, attestation and publication by the Clerk. Posting of Ordinances and publication by summary in a prominent location at City Hall and on the City's website shall be deemed publication.
- 15) The Annual Appropriation Ordinance is exempt from the above procedure and shall conform to the following procedures:
 - a. The annual appropriation ordinance shall be prepared by the Mayor with the assistance of the Administrative Assistant and the Director of Finance and shall be forwarded to Council not later than November 15th.
 - b. Council shall cause five (5) days public notice to be given of the meeting at which it proposes to consider and adopt the ordinance.
 - c. The appropriation ordinance shall be adopted not later than December 24th and shall take effect on January 1 whether or not such action has been taken by Council.
 - d. Copies of the appropriation ordinance shall be supplied to the head of each department, to such County, State and Federal officials as is required by law.

Resolutions: Action by Council which is not required by Charter to be by ordinance, and which is not of general public application or interest, may be taken by resolution. Such a resolution shall be introduced in writing, by a member of Council, and may be adopted by voice vote of a majority of Council.

D. Amending Rules

A majority vote of all members is required to alter, amend, rescind, or supplement these rules. Any proposed alterations, or amendments or supplements shall be submitted in writing at a regular or special meeting and placed on the agenda or calendar for the next regular meeting with the order of new business. By unanimous recorded vote of all members elected to Council, such proposed alterations, amendments, or supplements may be adopted at the meeting at which the same are submitted.

E. Quorum

A majority of all members elected to Council shall constitute a quorum.

F. Director of Law

The Director of Law shall, when requested by a member of Council, give a verbal opinion on any question of law concerning City affairs in open council, but they may

deem the matter of importance and take a reasonable time to submit their opinion in writing.

G. Resignation

The resignation of a member of the Council shall be formally accepted by a majority vote of members of Council, exclusive of the member tendering the resignation.

H. Community Organization Liaison

A Community organization who desires a Council Member to be a liaison, shall submit a written request to the Clerk and the President shall appoint a member.

Appendix A

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

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.
- 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, 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 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.
- 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: _____



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. 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.



Axon Customer Experience Improvement Program Appendix

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 1¹. 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

¹ 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.



Master Services and Purchasing Agreement for Customer

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.



Master Services and Purchasing Agreement for Customer

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



Master Services and Purchasing Agreement for Customer

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.



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.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
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



Master Services and Purchasing Agreement for Customer

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

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.



Master Services and Purchasing Agreement for Customer

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.



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.



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

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.



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

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.

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 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 31st 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.

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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: _____

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:

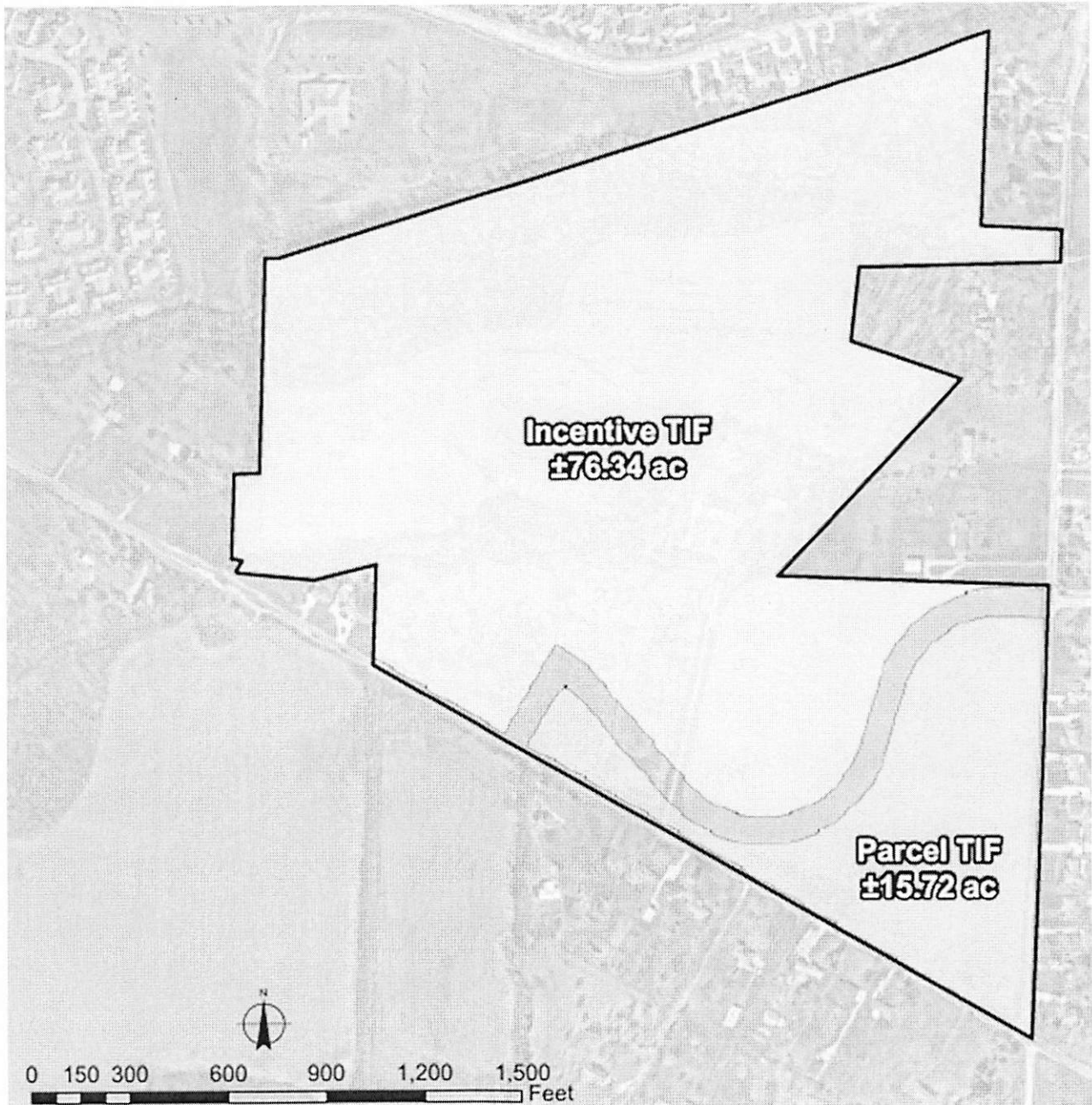


EXHIBIT B

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: _____

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 6th 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.

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 30th 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 31st 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.

[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: _____

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:

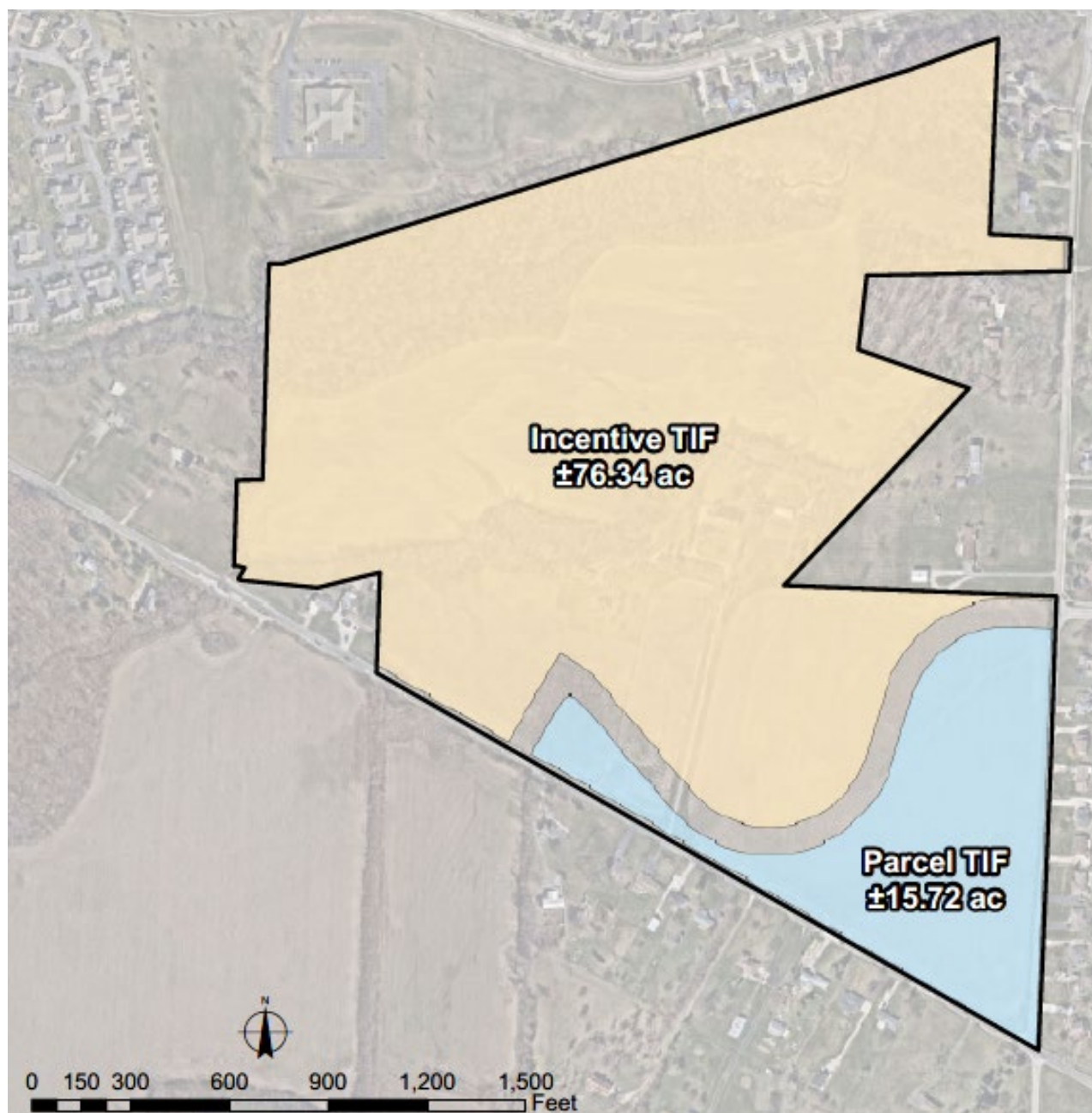


EXHIBIT B

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

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

No.: C-39-24
1st Reading: 10/07/24
Public Notice: 10/08/24
2nd Reading: 10/21/24
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-39-24

AN ORDINANCE TO APPROVE THE PURCHASE CONTRACT FOR 3524 VENTURA BOULEVARD AND APPROPRIATE \$179,000.00 FROM THE GENERAL FUND FOR SAID PURCHASE AND DECLARING AN EMERGENCY

WHEREAS, the City of Grove City has the ability to purchase Parcel Number 040-006617-00 located at 3524 Ventura Boulevard for One Hundred and Seventy-Nine Thousand Dollars (\$179,000.00) as set forth in Exhibit "A"; and

WHEREAS, an appropriation to secure this purchase is necessary; and

WHEREAS, an emergency exists for the health, safety, and general welfare of the community in that the contract is contingent upon a closing occurring on or before October 21, 2024.

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

SECTION 1. Council hereby approves the purchase contract for the purchase of 3524 Ventura Boulevard attached as Exhibit A.

SECTION 2. There is hereby appropriated One Hundred and Seventy-Nine Thousand Dollars (\$179,000.00) from the unappropriated monies of the General Fund and appropriated to account #100120.571000 for the Current Expense of said purchase.

SECTION 3. For the reasons stated in the preamble, this ordinance is declared an emergency measure and shall therefore go into immediate effect.

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

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

Premises Address: **3524 Ventura Boulevard, Grove City, OH 43123**

page 1 of 14

This document has been prepared by the Columbus REALTORS® and the Columbus Bar Association and is for the exclusive use of their REALTOR® members only.
Columbus REALTORS® and the Columbus Bar Association © Copyright 2005.

The Columbus REALTORS®/CBA purchase contract shall be printed in 11 point Arial font, and all deviations in the standard form must be printed in **12 point or larger courier font in bold**. Use of **courier font in bold** denotes deviation from the standard Columbus REALTORS®/CBA purchase contract. All deletions from the standard form are to be noted by "strike-out".

REAL ESTATE PURCHASE CONTRACT

ADOPTED BY
COLUMBUS
REALTORS®

CBA
COLUMBUS BAR ASSOCIATION

It is recommended that all parties be represented by a REALTOR® and an Attorney

Date: 09/17/2024

Upon the following terms, the undersigned Buyer agrees to buy and the undersigned Seller agrees to sell, through the Broker referred to below, the premises, described as being located in the State of Ohio, County of **Franklin County**, Tax parcel no(s). **040-006617-00** and further described as:

3524 Ventura Blvd Grove City Ohio 43123 and all land on which it is located.

- 1. Purchase price shall be \$179,000.00**
One Hundred Seventy Nine Thousand Dollars

1.1 Additional Terms and Conditions:

Property to be sold in "as is" Condition.

Section 4. Buyer to pay for Real Estate Tax Proration for 2024.

Seller to have possession of the house and land for up through April 30, 2025. If seller move out, seller to turn over possession of the house. Seller to keep renters insurance on the house once it closes. Seller to pay all utilities during possession of the house. Seller to pay zero rent.

Seller waves proof of funds in section 3.1.

2. Attorney Approval Clause

The Buyer or Seller may terminate this contract if the party's attorney disapproves this contract, by providing written notice of said disapproval, along with changes proposed by that party's attorney to remedy the disapproval, within _____ calendar days after acceptance hereof (this provision is not applicable if number of days is not inserted). If the other party accepts the proposed changes in writing within 3 calendar days after delivery thereof, this contract shall continue in full force and effect, as amended by the changes. The party requesting the changes may waive the request in writing prior to the expiration of the 3 calendar day period. If the contract is terminated, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

3. Financing: (Buyer shall select and initial one of the following)

3.1 ☐  Buyer will pay the purchase price in cash at closing. Paragraph 3.2 does not apply to this contract. ~~Buyer shall deliver to the Seller or Seller's Broker, within _____ calendar days (if left blank, number of calendar days shall be 5) after the date of acceptance of this contract, one of the following: a letter from a financial institution, current bank statement, or other evidence reasonably satisfactory to Seller that sufficient funds are available to complete this transaction. If the Buyer does not deliver such evidence within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3.~~ **OR**

3.3 Demand for Financing Evidence:

If Seller does not receive Buyer's written notice or documents as required in paragraphs 3.1, 3.2(a), 3.2(b)(i), or 3.2(c) (the "Financing Evidence"), the Seller may, at any time until 7 calendar days before the closing date set forth in paragraph 15.1, notify the Buyer or Buyer's Broker in writing that Seller has not received the required Financing Evidence, specifying which type of Financing Evidence is overdue (a "Demand for Financing Evidence"). If Seller receives the required Financing Evidence within 3 calendar days after delivery of Seller's Demand for Financing Evidence, the parties shall proceed with the transaction. If Seller does not receive the required Financing Evidence within 3 calendar days after delivery of the Demand for Financing Evidence, Seller may, at any time thereafter until the Financing Evidence has been received, terminate this contract by delivering written notice of termination to the Buyer or Buyer's Broker, at which time the Earnest Money Deposit shall be released to the Buyer. Seller's election to terminate pursuant to this paragraph 3.3 is Seller's sole legal remedy for Buyer's failure to deliver the Financing Evidence, acts as a bar to any additional legal or equitable claims that Seller may have against the Buyer, and constitutes Seller's consent to the release of the Earnest Money Deposit. **Failure of the Seller to timely deliver the written Demand for Financing Evidence constitutes a waiver of Seller's right to terminate pursuant to this provision.**

4. Taxes and Assessments:

4.1 The real estate taxes for the premises for the current year may change as a result of the transfer of the premises, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.

Seller shall pay or credit at closing:

- (a) all delinquent taxes, including penalty and interest;
- (b) all assessments which are a lien on the premises as of the date of the contract;
- (c) all agricultural use tax recoupments for years prior to the year of closing;
- (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
- (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. The proration shall be based upon the most recent available tax rates, assessments and valuations as reflected in the current tax duplicate certified by the County Treasurer. Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the amounts prorated at closing. In any event, all prorations agreed to by the parties at closing shall be final.

These adjustments shall be final, except for the following: (none if nothing inserted)

4.2 The community development charge, if any, applicable to the premises was created by a covenant in an instrument recorded at (insert county) _____, Vol. _____, Page number _____ or Instrument number _____. **(Note: If the foregoing blanks are not filled in and a community development charge affects the premises, this contract may not be enforceable by the Seller or binding upon the Buyer pursuant to Section 349.07 of the Ohio Revised Code.)**

4.3 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

5. Fixtures and Equipment:

5.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Water heater
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And including the following:

5.2 The following shall be excluded: (none if nothing inserted)

stove, refrigerator, washer, dryer

5.3 The following leased items shall be excluded: (none if nothing inserted)

6. Inspections and Tests:

6.1 The Broker strongly recommends that the Buyer conduct inspections and/or tests. **The Broker further recommends that inspections and tests be performed by a home inspector duly licensed by the State of Ohio, or, with respect to specific components or conditions, be performed by a qualified person who is exempt from home inspector licensure requirements pursuant to Ohio Revised Code section 4764.03. To verify whether a home inspector is licensed in the State of Ohio, go to: <http://elicense3.com.ohio.gov/lookup/licenselookup.aspx>.**

The Buyer and the Seller understand and agree that the Broker neither warrants nor assumes responsibility for the physical condition of the premises.

IT IS NOT THE INTENTION OF THIS PROVISION TO PERMIT THE BUYER TO TERMINATE THIS AGREEMENT FOR COSMETIC OR NON-MATERIAL CONDITIONS.

Buyer shall be responsible for the repair of any damages caused by the Buyer's inspections and tests; repairs shall be completed in a timely and workmanlike manner at Buyer's expense.

6.2 Seller shall cooperate in making the premises reasonably available for inspections and/or tests.

6.3 Specified Inspection Period: Buyer shall have _____ (not applicable if the number of calendar days is not inserted) calendar days after the date of acceptance of the contract by both parties to have inspections, environmental inspections, and/or tests completed. This time period shall be known as the Specified Inspection Period. The number of calendar days for the Specified Inspection Period is a specific time frame agreed upon by the Seller and the Buyer. The number of calendar days cannot be modified or waived except by a written agreement signed by both parties.

All requests to remedy shall be submitted to the Seller or Seller's Broker within the Specified Inspection Period. Time is of the essence in completing any of the inspections, tests, and/or reports.

The Buyer, at Buyer's expense, shall have the right, and is strongly encouraged, to have any and all inspections, tests, and/or reports conducted, including but not limited to the following:

- (a) Inspection of the premises and all improvements, fixtures, and equipment;
- (b) Inspection or testing for **radon**;
- (c) Inspection or testing for mold, and any other environmental test;
- (d) Inspection or testing for lead-based paint;
- (e) A pest inspection for termite and wood destroying insects with a report provided on a FHA/VA approved form by a licensed Ohio Certified Pest (Termite) Control Applicator;
- (f) Inspection of the gas lines on the premises;
- (g) Inspection of the waste treatment systems and/or well systems by a local health authority or state EPA approved laboratory of the Buyer's choice;
- (h) Determination of the need for and cost of federal flood insurance;
- (i) Confirmation of the insurability of the premises with an insurance company of the Buyer's choice.

With respect to housing constructed prior to January 1, 1978, the Buyer must be provided with the pamphlet entitled "Protect Your Family from Lead in Your Home" and the "Lead-Based Paint and Lead-Based Hazard Disclosure Form." Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

Lead poisoning in young children may produce permanent neurological damage including learning disability, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

6.4 If the Buyer is **not**, in good faith, satisfied with the condition of the premises as disclosed by the Buyer's inspections, tests, and/or reports provided for in paragraph 6.3, then the Buyer may elect to proceed under one of the following provisions, 6.4(a) or 6.4(b):

6.4(a) Agreement to Remedy Period: On or before the end of the Specified Inspection Period, the Buyer shall deliver to the Seller or the Seller's Broker a written request to remedy, signed by the Buyer, stating the unsatisfactory conditions, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions.

The Buyer and Seller shall have _____ calendar days (not applicable if the number of calendar days is not inserted), **after the end of the Specified Inspection Period**, to reach a written agreement regarding remedying the unsatisfactory conditions. This time period shall be known as the Agreement to Remedy Period. The number of calendar days for the Agreement to Remedy Period is a specific time frame agreed upon by the Seller and the Buyer. The number of calendar days cannot be modified or waived except by a written agreement signed by both parties. In the event the Buyer and Seller do **not** reach a written agreement regarding remedying the unsatisfactory conditions within the Agreement to Remedy Period, and the Buyer and Seller have **not** executed a written extension of the Agreement to Remedy Period, this

contract shall terminate. Upon termination of the contract under this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

OR

Prior to the end of the Agreement to Remedy Period, the Buyer can, in writing, waive such request to remedy and proceed with the contract.

The commencement of the Agreement to Remedy Period does not obligate the Seller to reach an agreement with the Buyer.

The delivery by the Buyer of a written request to remedy any unsatisfactory conditions does not preclude the Buyer from later delivering a notice of termination as contemplated by paragraph 6.4(b) below during the Agreement to Remedy Period, unless the Buyer and Seller have reached a signed agreement regarding the Buyer's written request to remedy.

OR

6.4(b) Notice of Termination: Within the Specified Inspection Period or as provided in paragraph 6.4(a), the Buyer may terminate this contract by delivering written notice of termination to the Seller or Seller's Broker, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

FAILURE OF THE BUYER TO DELIVER WRITTEN NOTICE PURSUANT TO PARAGRAPHS 6.4(a) OR 6.4(b) CONSTITUTES ACCEPTANCE OF THE CONDITION OF THE PREMISES AND SHALL BE A WAIVER OF THE BUYER'S RIGHT TO TERMINATE PURSUANT TO THIS PROVISION.

6.5 Condominium or Homeowners' Association Document Provision:

6.5 (a) If the premises is a condominium unit governed by a Condominium Association, or is located within a community governed by a Homeowners' Association, Seller shall provide Buyer with the following information and documents within 5 calendar days after the date of acceptance of the contract by both parties:

- Condominium Declaration and/or Deed Restrictions, and Bylaws of the owners' association (condominium or homeowners'), including all amendments to the Declaration or Deed Restrictions except amendments that only increase the number of units or homes subject to the Declaration or Deed Restrictions;
- Condominium Board / Management Company Contact: Name, phone number, email;
- Contact information for any other mandatory membership association if applicable: Name, phone number, email;
- A statement from the association regarding this home/unit, confirming when the next (assessment) payment is due, the amount of such payment, the amount of any pending special assessment(s), and that the account is current;
- Association Initiation Fee, Reserve Contribution, and Association Transfer Fee;
- Minutes from the last 3 meetings of the directors or trustees of the owners' association;
- Minutes from the last meeting of members of the owners' association;
- Most recent version of unrecorded Rules and Regulations;
- Current Financial Statement showing the nature of the association's assets, including:
 1. Most current balance sheets, income and expense statements, and budget; and
 2. Copy of the most recent reserve study.

6.5(b) Review Period: Buyer's obligations are contingent upon satisfactory review of the documents provided pursuant to paragraph 6.5(a). Buyer shall have 5 calendar days after receipt of the last delivered documents, or 10 calendar days after the date of acceptance of the contract by both parties, whichever shall first occur, in which to review the documents. If Buyer is not provided some or all of the requested documents or is not satisfied with any of the requested documents within the stated time period for Buyer review, Buyer, as Buyer's sole remedy, may deliver a written notice of termination to Seller, and the earnest money shall be returned to Buyer pursuant to paragraph 12. **Buyer's failure to deliver the written notice of termination within 5 calendar days following Buyer's receipt of the requested documents, or 10 calendar days after the acceptance of the contract by both parties, whichever shall first occur, constitutes a waiver of Buyer's right to terminate pursuant to this provision.** This provision does not limit Buyer's right to object to matters set forth on the title commitment pursuant to paragraph 9.3 herein.

7. Warranties:

7.1 Home Warranty or Protection Plan: The Seller, at a cost not to exceed \$ _____, plus applicable sales tax shall provide a home warranty or protection plan from _____ (not applicable if plan name not inserted). The Broker may receive compensation for services rendered in connection with the sale of the home warranty or protection plan.

8. Deed:

8.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.

8.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted): _____.

9. Title Insurance:

9.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements, or the deletion of any standard exceptions.

The title evidence shall be certified to within 30 calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 8.1.

9.2 Seller shall deliver, or cause to be delivered, to Buyer or Buyer's Broker, a copy of the Commitment referenced in Paragraph 9.1 above no later than 15 calendar days prior to the date of closing pursuant to this

agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller or Seller's Broker, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

9.3 Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 8.1(c) through 8.1(f). Buyer must notify the Seller or Seller's Broker in writing of the objection by the earlier of: (i) the Closing date, or (ii) 10 calendar days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within 30 calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

9.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

9.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off-record title matters, in accordance with the community custom.

10. Utility Charges, Condominium Charges, Interest, Rentals, and Security Deposits:

10.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

10.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

10.3 Security deposits shall be transferred to the Buyer.

10.4 At closings for condominium properties or properties subject to a homeowners' association, Buyer shall pay all initial reserves and/or capital contributions that are charged by any owner's association (condominium or otherwise), or civic association in connection with the sale or transfer of the premises, as well as any fee associated with lender-required document costs. Seller shall pay all other fees that are charged in connection with the sale or transfer of the premises, including without limitation all transfer, processing, expediting, delivery, statement or management company fees.

11. Damage or Destruction of Premises:

NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OF DESTRUCTION OF PREMISES, THE PARTIES RETAIN LEGAL COUNSEL.

11.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller.

11.2 If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer and/or Buyer's Broker that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed, including the amount of any applicable policy deduction. The written notice shall be delivered within 2 calendar days from the date of the discovery of the damage or destruction. Upon receipt of such notice, the Buyer may:

(a) agree to extend the closing date to the extent reasonably necessary to allow Seller to restore the premises to its previous condition; **OR**

(b) accept the premises in its damaged condition with an assignment of insurance proceeds, if any are available; **OR**

(c) terminate the contract by giving written notice to Seller and/or Seller's Broker. Upon termination the earnest money deposit, including any non-refundable deposits, shall be returned to the Buyer pursuant to paragraph 12.

11.3 Failure by the Buyer to notify the Seller and/or Seller's Broker in writing within 10 calendar days from receipt of the notice of damage or destruction that Buyer is electing to proceed pursuant to paragraphs 11.2(a) or (b) shall constitute an election by the Buyer to terminate the contract pursuant to paragraph 11.2(c).

11.4 Failure by the Seller to provide the required written notice to the Buyer and/or Buyer's Broker shall result in the Buyer, upon discovery of the damage or destruction before closing, having all rights set forth in paragraph 11.2.

11.5 If Buyer discovers the damage or destruction after closing, Buyer shall have the right to pursue all legal remedies.

12. Earnest Money Deposit:

12.1 The Buyer shall make an Earnest Money Deposit in the amount of \$ **0.00** (Paragraph 12 is not applicable if no amount inserted).

12.1(a) The Earnest Money shall be deposited (Buyer shall select and initial one of the following):

☐  with the Buyer's Broker not later than 3 calendar days after acceptance of this contract by both parties in writing.

OR

☐ ☐ with the Buyer's Broker not later than 3 calendar days after the expiration of the Agreement to Remedy Period as set forth in paragraph 6.4 provided this Contract has not otherwise been terminated.

12.1(b) Within 3 calendar days of the receipt of the earnest money, the Buyer or Buyer's Broker shall notify the Seller or Seller's Broker in writing that Buyer has made the earnest money deposit (the "Deposit Notice").

12.1(c) If Seller or Seller's Broker does not receive the Deposit Notice within 3 calendar days following the date set forth in paragraph 12.1(a) for deposit of the Earnest Money, Seller may, at any time until Seller or Seller's Broker has received the Deposit Notice, notify Buyer or Buyer's Broker in writing that Seller has not received the Deposit Notice (a "Deposit Notice Demand"). If Seller receives the Deposit

Premises Address: **3524 Ventura Boulevard, Grove City, OH 43123**

page 10 of 14

Notice within 3 calendar days after delivery of Seller's Deposit Notice Demand, the parties shall proceed with the transaction. If Seller does not receive the Deposit Notice within 3 calendar days after delivery of the Deposit Notice Demand, Buyer will be in breach of this contract and Seller may, at any time thereafter until the Deposit Notice has been delivered, terminate this contract by delivering written notice of termination to the Buyer.

12.2 Upon receipt of the earnest money by the Broker, the earnest money shall be deposited in the Broker's trust account.

Earnest Money Deposit Receipt

Broker acknowledges receipt of the Earnest Money Deposit set forth in Paragraph 12.1, by cash or check (check# _____), which shall be held, deposited and disbursed pursuant to paragraph 12.

Brokerage _____, By , Date _____

12.3 If any written contingency is not satisfied or waived, or if the Seller fails or refuses to perform or if the Buyer terminates this contract pursuant to any of its applicable provisions, all earnest money deposited hereunder shall be returned to the Buyer. If the Buyer fails or refuses to perform, the earnest money deposited hereunder shall be paid to the Seller. In any event, except as provided in paragraph 3.3, and subject to collection by the Broker's depository, all earnest money deposited hereunder is to be disbursed as follows:

- (a) The transaction closes and the Broker:
 - i) disburses the earnest money deposited hereunder to the Buyer; or
 - ii) disburses the earnest money deposited hereunder to the closing or escrow agent to be applied to the purchase price; or
 - iii) retains the earnest money deposited hereunder and credits it toward commission owed to the brokerage.
- (b) The parties provide the Broker with written instructions that both parties have signed that specify how the Broker is to disburse the earnest money deposited hereunder and the Broker acts pursuant to those instructions.
- (c) The Broker receives a copy of a final court order that specifies to whom all earnest money deposited hereunder is to be awarded and the Broker acts pursuant to the court order.
- (d) All earnest money deposited hereunder becomes unclaimed funds as defined in division (M)(2) of section 169.02 of the Revised Code, and, after providing the notice that division (D) of section 169.03 of the Revised Code requires, the Broker has reported the unclaimed funds to the director of commerce pursuant to section 169.03 of the Revised Code and has remitted all of the earnest money to the director.
- (e) In the event of a dispute between the Seller and Buyer regarding the disbursement of any earnest money deposited hereunder, the Broker is required by Ohio law to maintain such funds in his trust account until the Broker receives (1) written instructions signed by the parties specifying how the earnest money is to be disbursed or (2) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to the Buyer with no further notice to the Seller.

12.4 Except as provided in paragraph 3.3, the return or payment of the earnest money deposit hereunder shall in no way prejudice the rights of the Seller, Buyer, or Broker in any action for damages or specific performance.

13. Additional Provisions:

13.1 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in writing signed by the party giving such notice.

13.2 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this contract.

13.3 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

13.4 Term Definition: The term "Broker" shall include, without limitation, Broker and/or Broker's agents and shall include collectively, except where the context clearly indicates otherwise, both the Seller's Broker and the Buyer's Broker, if different. The term "day(s)" means calendar day(s). All references to dates and times refer to Columbus, Ohio, time.

13.5 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. For the purposes of this provision, "contract documents" do not include voice mail, email messages, or text messages.

13.6 The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, text, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

13.7 Foreign Investments in Real Property Tax Act ("FIRPTA"). If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S federal tax identification number on all filings. Seller and Buyer agree to execute and deliver any document reasonably necessary to comply with FIRPTA requirements.

NOTE: Buyer and Seller are advised to determine whether Seller is a "foreign person" as defined by FIRPTA as soon as possible.

14. NOTICES TO THE PARTIES:

14.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. While the Broker possesses considerable general knowledge, the Broker is not an expert on matters of law, tax, financing, surveying, structural conditions,

hazardous materials, environmental conditions, inspections, engineering, etc. The Broker hereby advises the parties, and the parties acknowledge, that they should seek professional expert assistance and advice in these and other areas of professional expertise.

In the event the Broker provides to the parties names of companies or sources for such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or endorse the services and/or products of such companies or sources.

14.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

14.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller or the Seller's Broker, provided such document of rescission is delivered prior to all three of the following dates: (a) the date of closing, (b) 30 days after the Seller accepted the Buyer's offer, and (c) within 3 business days following the receipt by the Buyer or the Buyer's Broker of the Property Disclosure Form or amendment of that form.

14.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller or any Broker involved in the transaction.

14.5 Concessions: Buyer and Seller authorize the Broker to report sales and financing concessions data to the MLS membership and MLS sold database as applicable and to provide this information to state licensed appraisers researching comparables, upon inquiry, to the extent necessary to adjust price to accurately reflect market value.

15. Closing and Possession:

15.1 Closing: This contract shall be performed, and this transaction closed, on or before 10/31/2024 unless the parties agree in writing to an extension.

The Parties hereby expressly authorize any lender and/or closing agent to provide the parties' brokers, agents, and attorneys with the closing settlement statement (ALTA-1 or equivalent) for review in advance of closing.

Premises Address: 3524 Ventura Boulevard, Grove City, OH 43123 page 13 of 14

15.2 Final Verification of Condition: Buyer shall have the right to make a final verification of the condition of the Property within _____ calendar days prior to the day of closing (if left blank, the number of calendar days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

15.3 Possession: Seller is entitled to possession through up to April 30, 2025.
At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 11.

15.4 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

16. Duration of Offer:

This offer shall be open for acceptance through 09/17/2024.

Premises Address: **3524 Ventura Boulevard, Grove City, OH 43123** page 14 of 14

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: Chuck Bose
 Print Name: _____
 Date Signed: _____

Signature: _____
 Print Name: _____
 Date Signed: _____
 Address: _____

Phone #: _____
 Deed to: _____

Attorney: _____
 Ofc. #: _____
 Fax #: _____
 Email: _____

Brokerage: _____
 Brokerage License #: _____
 MLS Office ID #: _____
 Ofc. #: _____
 Fax #: _____
 Address: _____

Agent: _____
 Agent License #: _____
 Phone #: _____
 Alternate Phone #: _____
 Fax #: _____
 Email: _____

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: Rod Beirau
 Print Name: _____
 Date Signed: _____

Signature: _____
 Print Name: _____
 Date Signed: _____
 Address: _____

Phone #: _____

Attorney: _____
 Ofc. #: _____
 Fax #: _____
 Email: _____

Brokerage: **RZ Realty**
 Brokerage License #: **2008001943**
 MLS Office ID #: **09960**
 Ofc. #: **614-486-7070**
 Fax #: _____
 Address: **1820 Northwest Blvd**
Columbus, OH 43212

Agent: **Jay Zollars**
 Agent License #: **363667**
 Phone #: _____
 Alternate Phone #: **6143745050**
 Fax #: _____
 Email: **jzollars@rzrealty.com**

Receipt of Offer

Seller acknowledges receipt of the above Offer for review and consideration. This does not constitute acceptance of the offer.

Seller Signature Rod Beirau

dotloop verified
 09/17/24 9:25 AM EDT
 TRYA-FFUD-ISMW-EBGA

Date _____

Seller Signature _____

Date _____



Babbert Way

Windsor Park

040-006617
BEIRAU ROD

040-001209
CITY OF GROVE CITY OHIO

Ventura Blvd

Potential Property
Purchase

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

No.: C-40-24
1st Reading: 10/07/24
Public Notice: 10/08/24
2nd Reading: 10/21/24
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-40-24

AN ORDINANCE TO AMEND EXHIBIT “A” OF THE TOWN CENTER COMMERCIAL REVITALIZATION GRANT PROGRAM AS APPROVED BY C-31-18

WHEREAS, on July 2, 2001, the Council of the City of Grove City approved a Town Center Community Revitalization Grant Program with Ordinance C-43-01; and

WHEREAS, on March 1, 2010, Exhibit “A” was updated and replaced with the approval of Ordinance C-03-10; and

WHEREAS, on May 20, 2013, the Council repealed and replaced Ordinance C-03-10 with Ordinance C-29-13 to expand and define eligible projects and fund dispersal procedures; and

WHEREAS, on May 21, 2018, Council repealed and replaced Ordinance C-29-13 with Ordinance C-31-18 to expand the program boundaries to more closely match the area identified as the Town Center Core in the GroveCity2050 Community Plan and to improve the aesthetics of the southern gateway into the Town Center; and

WHEREAS, it is the desire of the City to amend the TCCR Grant Program to add an “Awning Program”

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

SECTION 1. Exhibit “A” of Ordinance No. C-31-18 is hereby amended to include the “Awning Program” as part of the Town Center Commercial Revitalization Grant Program as set out in Exhibit “A”, attached hereto and made a part hereof.

SECTION 2. This ordinance shall go into 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

TOWN CENTER COMMERCIAL REVITALIZATION GRANT PROGRAM - "AWNING PROGRAM"

Purpose: The Town Center Commercial Revitalization Grant Awning Program is designed to assist business and property owners with improving commercial buildings for the betterment of Grove City. The program allows building owners a one (1) time opportunity to replace, update, or repair awnings and continue to uphold the vision of the Town Center Framework Plan and Town Center Commercial Revitalization Grant Program.

Program Description: Awning Program money is provided as a reimbursement and grant of 100% of private investment up to a maximum of \$5,000 for awning projects and is based on the property's location within the program's Town Center Core boundaries. The property shall refer to all building(s) associated with a single parcel number. The reimbursement amount will be based on the submitted quote(s) contained within and set as part of the approved grant application.

Eligible Geography: Commercial properties located along Broadway in the Town Center Core as approved with Ordinance C-31-18.

Eligible Projects: Eligible Projects include adding new awnings, awning replacing, and cleaning and repairing existing awnings. Awnings must meet zoning code regulations regarding awning signs.

Eligible Participants: Owners and/or tenants of buildings and properties primarily used to conduct business, non-profit, or not-for-profit activities within the program's boundaries may apply for a TCCR grant. Ineligible businesses include national chains, check cashing, sexually oriented businesses, governmental or quasigovernmental agencies, and other businesses determined by the city to be contrary to the goals and objectives of community plans. Eligibility of non-profit, not-for-profit organizations shall be determined by proof of 501(c) status. Portions of buildings occupied by ineligible businesses may make the building ineligible for program funds. Eligibility of participants is at the sole discretion of the City.

Program Timeframe: Eligible properties will have a one (1) time opportunity to participate in the "Awning Program." The awning project must be completed by December 31, 2025.

Date: 9/30/24
Introduced By: Mr. Dew
Committee: Service
Originated By: Ms. Houk
Approved:
Emergency: 30 Days:
Current Expense:

No.: CR-43-24
1st Reading:
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION

NO.

CR-43-24

A RESOLUTION APPROVING AND ADOPTING AN ECONOMIC DEVELOPMENT PLAN STATING THAT THE CITY MAY HEREAFTER PROCEED WITH APPROVAL OF A TAX INCREMENT FINANCING INCENTIVE DISTRICT

WHEREAS, Ohio Revised Code Section 5709.40(C) authorizes the legislative authority of a municipal corporation to create, by ordinance, an incentive district and declare the improvement to each parcel of real property within that district to be a public purpose; and

WHEREAS, Ohio Revised Code Section 5709.40(A) requires an incentive district to have one or more distress characteristics, which may be defined as inadequate public infrastructure serving the district as evidenced by a written economic development plan for the district; and

WHEREAS, the City Development Department has proposed the creation of an incentive district (the "Incentive District"), as further identified in Exhibit A; and

WHEREAS, the area within the Incentive District has been studied and an Economic Development Plan has been prepared for that area (the "Economic Development Plan"), which Economic Development Plan has been submitted to Council and is attached hereto as Exhibit B.

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

SECTION 1. This Council adopts and approves the Economic Development Plan, and the City Development Department and all departments and divisions of the City administration are authorized and directed to consult and use the Economic Development Plan as guidance in establishing the Incentive District and providing financing for public infrastructure improvements. Copies of the Economic Development Plan will be kept on file in the City Department of Development.

SECTION 2. This Council may hereafter proceed to establish the Incentive District under Section 5709.40(C) of the Ohio Revised Code.

SECTION 3. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Ohio Revised Code.

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

Christine A. Houk, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

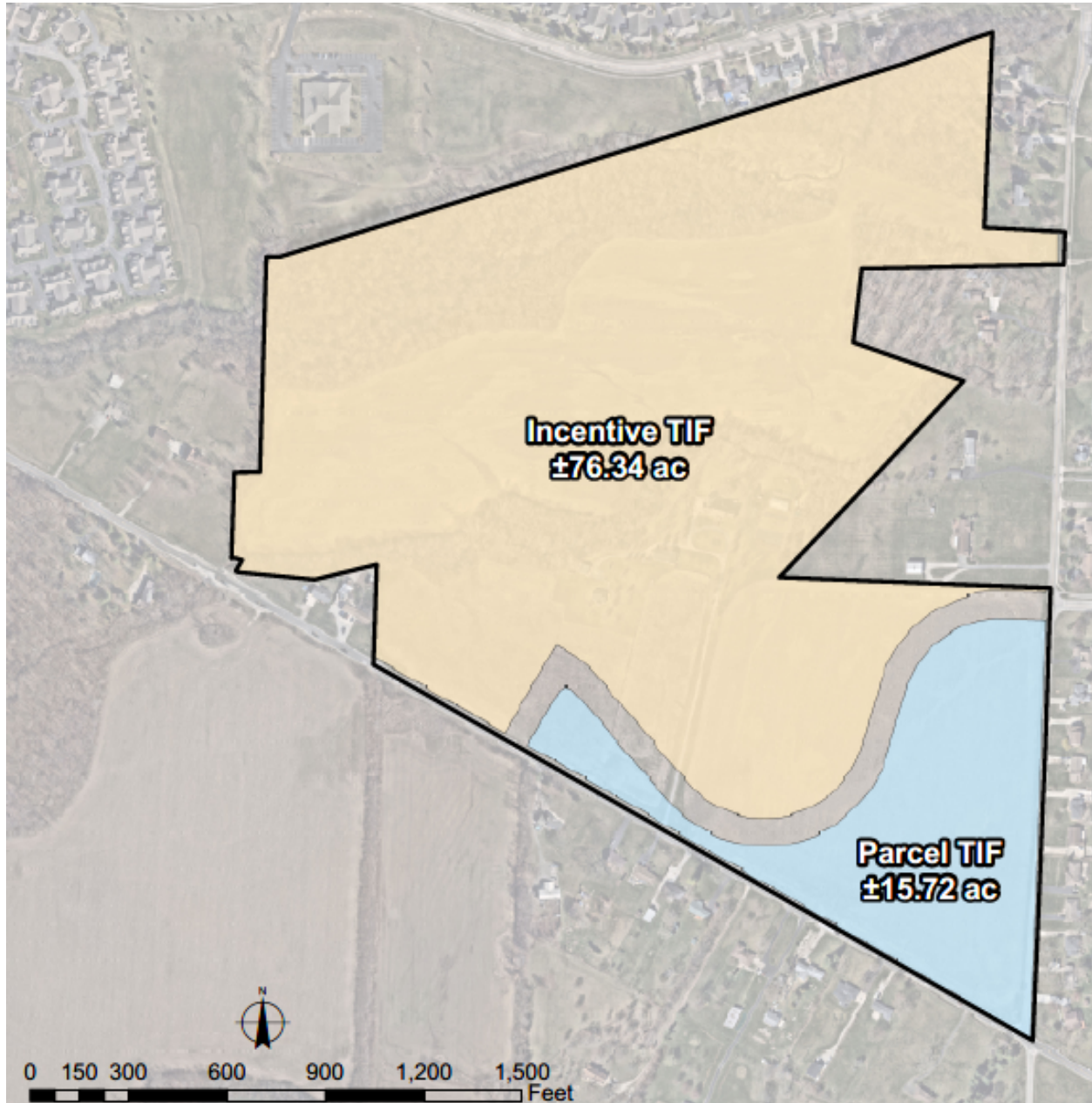
I Certify that this resolution is correct as to form

Stephen J. Smith, Director of Law

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:



CITY OF GROVE CITY, OHIO

ECONOMIC DEVELOPMENT PLAN

RESIDENTIAL INCENTIVE DISTRICT

October 2024



Prepared by:

Grove City Development Department

Introduction

The City of Grove City, like many communities in Franklin County, continues to experience pressure in terms of residential demand and employment growth. Located approximately 15 minutes from downtown Columbus and along both Interstate 71 and Interstate 270, the city continues to be a viable place for development to meet local and regional housing and employment needs. This demand has and will continue to present the city with the opportunity to expand its efforts to develop the local economy and, with it, the supporting infrastructure and appearance of the community.

Vision of the City's Future Development

In 2018, the city adopted the GroveCity2050 Community Plan to help guide future growth and development within the city. The plan integrates land use with transportation and economic development and advocates growing in a deliberate and focused manner with an emphasis on redevelopment and infill development with strategic expansion of the city's land area. The plan established the city's vision and functions as a guide to make land use decisions, infrastructure investments, and promote economic development activity.

Economic Development

More than 1,000 acres in the City's southwest area were identified in the Grove City Innovation and Medical Gateway strategy for targeted job growth and creation with the potential to add 6,000 – 8,000 jobs while also diversifying the city's employment base and economy. Additionally, the Rickenbacker Area Study, completed by the Mid Ohio Regional Planning Commission (MORPC), projects a 32% increase in the number of employees in this area due to regional development including:

- Intel chip factory under construction in Licking County;
- Amazon Web Services, Google and Facebook data centers along the US 23 corridor; and
- Honda and LG battery facility in Fayette County.

Additionally, with the continued research and capital investment by Ohio State University and Batelle as well as by other finance and technology industries, including, regional healthcare systems, Grove City will realize a portion of this regional job growth. Significant job growth is already occurring within the city as exemplified by Forge Biologics, which recently established a gene therapy manufacturing company, representing a new industry for the community. There is no reason not to believe that with these new emerging technologies along with the State's mega projects, housing demands at all price points will continue to be a factor in limiting economic development as well as the quality of life throughout the region.

Housing

According to Insight2050, the Columbus Metropolitan Statistical Area (MSA) is expected to grow by 500,000 people by 2050. Currently, the region is experiencing an inability to meet the growing housing demand, forcing individuals to travel further for employment. More than 80% of the city's employment base lives outside of Grove City, requiring them to commute, increasing their transportation costs, and placing an additional burden on infrastructure. Housing is needed locally to serve the growing workforce. MORPC completed a Regional Housing Strategy in 2020 highlighting this growing challenge. Unfortunately, this challenge is anticipated to continue as Central Ohio's growth is projected to continue due to its built-in advantages (Fintech Industry, State Legislature, Ohio State University, and the growing bio-science industries) as well as the generational investments noted above.

Like many communities nationwide, housing affordability has also become a challenge. While Grove City continues to be more affordable than other Columbus suburbs, according to the Columbus Realtors Association the average home sale price in Grove City has increased by \$155,000 in the past five years. As discussed in the Community Plan, the city strives to offer a diversity of housing options, particularly noting the demographic shifts and its impact on market demand. A healthy supply of housing options will not only help in

diversifying housing opportunities but can also help in affordability, noting that higher priced homes can be move-up opportunities to create inventory of more affordable options.

Grove City, a centrally located community within the region, will continue to grow alongside other communities and likewise must work to accommodate the housing needs of our growing workforce population, which include affordability and diversity of housing choices.

The Plan

The purpose of this Economic Development Plan (the “Plan”) is to satisfy the requirement of Section 5709.40(A)(5)(f) of the Revised Code, which requires an economic development plan showing evidence that the public infrastructure serving residential incentive districts created in connection with tax increment financing is inadequate to meet the development needs of that district.

Project Background

The incentive district is comprised of land that was previously used for farming and a residence. The Grove City 2050 Community Plan Land Use and Character Map identified this site as Suburban Living (Medium High Intensity), which promotes a variety of housing types, including single-family detached, attached and multi-family residential. The land had previously been zoned SF-1 (Single Family Residential) and was rezoned in 2023 to Planned Unit Development – Residential (PUD-R) with a zoning text to establish development standards for the site.

Proposed Development

The proposed development is comprised of +96.30 acres, to be comprised of a maximum of 271 residential dwelling units. The project will include four different housing types including free standing single-family, attached single-family, townhomes and patio homes. The project will be developed by Ciminello Land Company and EPCON Communities.

The proposed development includes multiple key infrastructure improvements including the extension of Hawthorne Parkway west of Borror Road through the site terminating at a new intersection with London Groveport Road (State Route 665). Hawthorne Parkway currently terminates at Borror Road, and the proposed extension is shown on the city’s approved Thoroughfare Map to provide a safer connection for residents of the proposed development as well as those of existing neighborhoods east of Borror Road. A sanitary main through the proposed development will serve the district and will be sized to accommodate future development south of State Route 665, and trails are shown throughout the site, connecting into the city’s trail network along Quail Creek Boulevard.

Public Infrastructure Improvements

Payments in lieu of taxes collected from the proposed Incentive District will fund necessary infrastructure improvements in support of the residential development within the district, which include the following specifically designated improvements:

- **Hawthorne Parkway Extension.** the extension of Hawthorne Parkway west of Borror Road through the site terminating at a new intersection with London Groveport Road (State Route 665) to provide a two-lane public roadway and appurtenances; and

- **Sewer Extension.** the oversizing of public sanitary sewer mains through the site to the southwest terminating in the general proximity of London Groveport Road (State Route 665).

Additionally, any “public infrastructure improvement” defined under Section 5709.40(A)(7) of the Ohio Revised Code and that directly benefits or serves parcels in the Incentive Districts and specifically include, but are not limited to:

- **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; and
- **Parks and Recreational Facilities.** Construction or reconstruction of one or more public parks and recreational facilities including but not limited to grading, trees and other park plantings, park accessories and related improvements, multi-use paths, and related improvements, together with all appurtenances thereto; and
- **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; and
- **Streetscape/Landscape.** Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, fencing, street and sidewalk lighting, trash receptacles, benches, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in “Roadways” above; and
- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) necessary to accomplish any of the foregoing improvements.

Analysis and Assessment

The population growth in the Columbus MSA and the economic growth in the Central Ohio region has created a demand for further residential development within the City and the area surrounding the project. Regional trends related to housing, as identified by MORPC include the need for housing diversity, affordability and availability to accommodate the growing workforce. The proposed incentive district is located in an area that has not developed at or near the same rate as the rest of the City but was identified for targeted development in the GroveCity2050 Community Plan. Furthermore, development within and around the incentive district will require expansion of existing public infrastructure and certain public improvements that are necessary to provide the infrastructure and appropriate public amenities for the residents and employees of the district.

The proposed project will provide additional housing to support both housing demand and economic growth, strengthening the tax base for the city, while supporting the city’s growing workforce population and demand for diversified and affordable housing options. In connection with the residential development within the incentive district, supporting infrastructure improvements must be constructed which will assist economic development in the city.

Conclusion

The rate of population growth in Central Ohio over the last decade has escalated the demand for housing, at all price points to a level where the region's economic growth has been restricted by an inability to house potential workers affordably. Therefore, residential development and the city's ability to add new housing stock is vital to ensure Grove City remains competitive in attracting companies and employment opportunities. Establishing this incentive district will serve as a catalyst in the city's economic development efforts to provide needed housing, accommodating and allowing for additional housing options for existing and new community members.

Additionally, the proposed incentive district is in an area that has been targeted by the city for growth and development but has not yet been developed. This area is currently underserved in the community and is a critical economic development component as the city's population and commercial activity increase.

Attachments

Attachment A: The proposed Development Area.

Attachment B: The GroveCity2050 Community Plan.

Attachment A: The proposed Development Area is depicted below



Attachment B: The GroveCity2050 Community Plan

The GroveCity2050 Community Plan can be accessed using the following link:

<https://www.grovecityohio.gov/DocumentCenter/View/207/GroveCity2050-Plan-PDF>

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

No.: CR-44-24
1st Reading: 10/07/24
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION CR-44-24

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT AN APPLICATION TO MID-OHIO REGIONAL PLANNING COMMISSION FOR ATTRIBUTABLE FUNDING FOR THE SOUTHWEST AREA OVERPASS PROJECT

WHEREAS, the City of Grove City is responsible for the construction and maintenance of public infrastructure for the purpose of promoting prosperity, health, safety, and welfare of the general public; and

WHEREAS, the Southwest Area Overpass will establish significant thoroughfare connectivity between Interstate 71 and the proposed Southwest Regional Medical and Innovation Gateway; and

WHEREAS, the City of Grove City intends to further study, develop, and implement plans for this significant public infrastructure improvement; and

WHEREAS, this Council recognizes the merit of this improvement and is supportive of the MORPC application for funding assistance and authorizes the City Administrator to take actions necessary to receive funding and enter into any necessary agreements to secure said funding,

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

SECTION 1. The City Administrator is hereby authorized to apply for funding as described above.

SECTION 2. The City Administrator is authorized to enter into any agreements as may be necessary to obtain funding.

SECTION 3. This resolution 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
Resolution is correct as to form.

Stephen J. Smith, Director of Law