



# GROVE CITY, OHIO - CITY COUNCIL Agenda

May 4, 2026

7:00 PM

Regular Meeting

Call to Order

Roll Call

Approval of Minutes

Welcome & Reading of Agenda

Presentation: Building Safety Month; National Public Works Week; Visit Grove City Report

## LANDS:

Ordinance C-16-26 Accept the Annexation of 15.3± acres located South and West of Haughn Road in Jackson Township to the City of Grove City. First reading.

## SERVICE:

Resolution CR-12-26 Declaring the necessity of constructing certain sidewalks on Home Rd., Basswood Ave., Joseph St., Juniper St., Lewis Circle, Lynne Circle, Magnolia St., Robin St, Sequoia Ave., Stephen St. and Valarie St., and requiring that abutting property owners construct same.

## FINANCE:

Ordinance C-17-26 Authorize the City Administrator to enter into an agreement with a Licensed Competitive Retail Electric Service Provider for the City's Electric Governmental Aggregation Program and declare an emergency.

Ordinance C-18-26 Appropriate \$47,856.78 from the General Fund for the current expense of assisting with the Grove City Town Center Wine & Arts Festival expenses. First reading.

Ordinance C-19-26 Authorize the City Administrator to execute an Agreement with Axiom Ventures, LLC for the development of the Broadway Live Project. First reading.

Resolution CR-13-26 Accept the donation of \$2,000.00 for plantings in the Beulah Park Conservation Easement and thank the Berry Family for the generous gift.

Call for New Business

Call for Dept. Reports & Closing Comments

Adjourn

ON FILE

Minutes of: 04-20-26 Council; 04-27-26 BZA

Date: 04/28/26  
Introduced By: Mr. Holinga  
Committee: Lands  
Originated By: Co. Comm.  
Approved: \_\_\_\_\_  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No.: C-16-26  
1st Reading: 05/04/26  
Public Notice: 05/05/26  
2nd Reading: 05/18/26  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE NO. C-16-26

### AN ORDINANCE TO ACCEPT THE ANNEXATION OF 15.3+ ACRES LOCATED SOUTH AND WEST OF HAUGHN ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

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WHEREAS, a petition for the annexation of 15.3+ acres, more or less, in Jackson Township was duly filed by Vitality Ventures, LLC; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio, on February 17, 2026; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation, together with the map and petition required in connection therewith, to the City Clerk, who received the same on February 27, 2026.

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

SECTION 1. The proposed annexation, as applied for in the petition of Vitality Ventures, LLC, being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on January 09, 2026 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on February 17, 2026, be and the same is hereby accepted.

**Said territory is described as follows:** *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 1434. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be Planned Unit Development - Industrial, and shall be placed in Ward 3. A map is attached as "Exhibit B" and made a part hereof.

SECTION 3. The City Clerk is hereby authorized and directed to make three copies of the ordinance to each of which will be attached a copy of the map showing this annexation, a copy of the original petition, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, a certificate as to the correctness thereof. The clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and such other things as may be required by law.

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

\_\_\_\_\_  
Ted A. Berry, 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

2740 East Main Street  
Bexley, Ohio 43209-2577  
(614) 235-8677  
Telefax (614) 235-4559  
Email: info@myerssurveying.com

C-16-26  
Exhibit A

FRANKLIN COUNTY ENGINEER  
ADAM W. FOWLER, P.E., P.S.

November 6, 2025

**+/-15.3 Acre Proposed Annexation**  
**From: Jackson Township**  
**To: City of Grove City**

Situate in the State of Ohio, County of Franklin, Township of Jackson, in Virginia Military Survey 1434, being all of a 15.0020 Acre tract conveyed to Vitality Ventures, LLC in Instrument Number 202308100080857, part of a 51.058 Acre tract conveyed to Haughn Road Properties, LLC in Instrument Number 200211250300574 and part of a 21.683 Acre tract conveyed to WM1 Corporation in Instrument Number 201108160101865, all records being of the Recorder's Office, Franklin County, Ohio and being more particularly bounded and described as follows:

**BEGINNING** in the centerline of Haughn Road (width varies), at the northeast corner of said 15.0020 Acre tract, at the southeast corner of a 5.2298 Acre tract conveyed to William B. Collins and Cynthia L. Wing in Instrument Number 200007060133500 and in the west line of said 51.058 Acre tract, said point being southerly, along the centerline of Haughn Road, approximately 832 feet from Franklin County Engineer's Monument "FCGS 2110";

Thence, easterly, across part of said 51.058 Acre tract, across part of Haughn Road and along the extension of the north line of said 15.0020 Acre tract produced easterly, approximately 20 feet to the east right of way line of Haughn Road and the existing City of Grove City Corporation Line as established by Case Number 07-22, Ordinance Number C-29-22, of record in Instrument Number 202206280094932;

Thence, southerly, across part of said 51.058 Acre tract, across part of said 21.683 Acre tract, along the east right of way line of Haughn Road and along part of said existing City of Grove City Corporation Line, approximately 584 feet to the extension of the south line of said 15.0020 Acre tract produced easterly;

Thence, westerly, across part of said 21.683 Acre tract, across said Haughn Road along part of the south line of said 15.0020 Acre tract, along the north line of a 0.262 Acre tract conveyed to City of Grove City, Ohio in Instrument Number 200010030200746, along a northerly line of a 131.091 Acre tract conveyed to Solid Waste Authority of Central Ohio in Instrument Number 200406160138975, along part of said existing City of Grove City Corporation Line and along the City of Grove City Corporation Line as established by Case Number 15-99, Ordinance Number C-61-99, of record in Instrument Number 199909200237661, approximately, 420 feet;

Thence, northerly, continuing along part of the south line of said 15.0020 Acre tract, continuing along part of the east line of said 131.091 Acre tract and along said existing City of Grove City Corporation Line, approximately 20 feet;

Thence, westerly, continuing along part of the south line of said 15.0020 Acre tract, continuing along part of the north line of said 131.091 Acre tract and along said existing City of Grove City Corporation Line, approximately 748 feet to the southwest corner of said 15.0020 Acre tract;

Thence, northerly, along the west line of said 15.0020 Acre tract, continuing along part of the east line of said 131.091 Acre tract and along said existing City of Grove City Corporation Line, approximately 564 feet to the northwest corner of said 15.0020 Acre tract and the southwest corner of said 5.2298 Acre tract;

Thence, easterly, along the north line of said 15.0020 Acre tract and along the south line of said 5.2298 Acre tract, approximately 1140 feet to the **POINT OF BEGINNING, CONTAINING 15.3 ACRES, MORE OR LESS**. This description was prepared from record information only and is not based on a field survey. This description is for annexation purposes only.

Contiguity Length = +/-2336'

Perimeter Length = +/-3496'

Contiguity = 67%

Myers Surveying Company, Inc.

*Paul T. Dinan 11-06-2025*  
Paul T. Dinan, Professional Surveyor 7312  
PTD/ptd (509302025HaughnRoadAnnex)



**PROPOSED ANNEXATION OF ±15.3 ACRES**  
**FROM: Jackson Township**  
**TO: City of Grove City**

**RECEIVED**

NOV 21 2025

**FRANKLIN COUNTY ENGINEER**  
 ADAM W. HOWLICK, P.E., P.S.

5.2298 AC.  
 William B. Collins and Cynthia L. Wing  
 I.N. 200007050133500  
 PID 160-002512



Vicinity Map

Being ±15.3 Acres, Situated in the State of Ohio, County of Franklin, Township of Jackson, in Virginia Military Survey #1434



Scale: 1" = 150'  
 November 6, 2025

Area to Be Annexed:

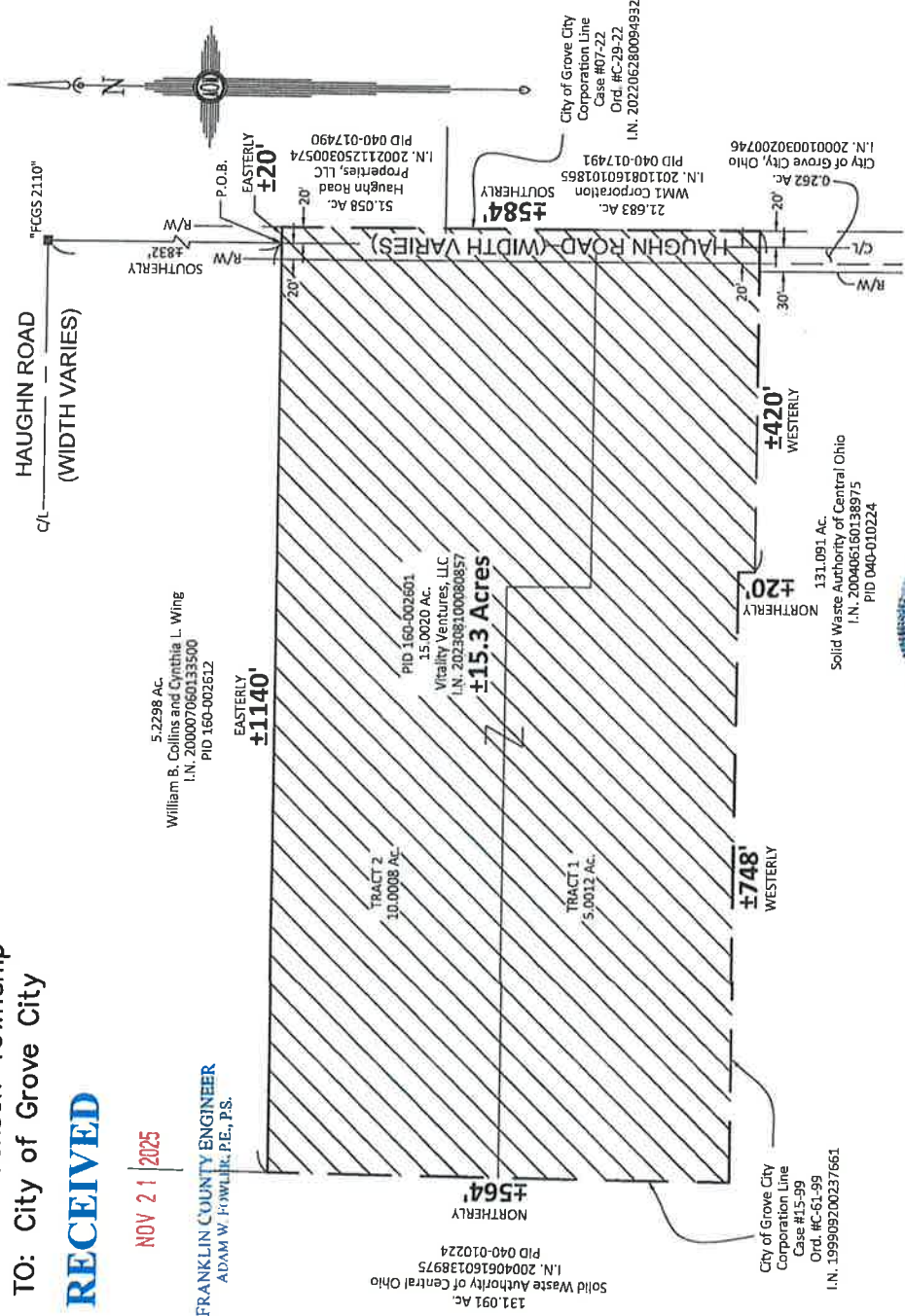


Contiguity Length ± 2336  
 Perimeter Length ± 3496  
 Contiguity Percentage: 67%

Existing City of Grove City Corp. Line  
 Proposed City of Grove City Corp. Line

**Myers Surveying** COMPANY  
 2740 E. Main St., Beavley, Ohio 43209-2577  
 (614) 233-8677 ~ (614) 233-4559 fax  
 info@myerssurveying.com

m.s.# 5-09/30/2025 X - T -



ANNEXATION  
 PLAT & DISCOVERY  
 ACCEPTANCE  
 ADAM W. HOWLICK, P.E., P.S.  
 FRANKLIN COUNTY ENGINEER

DATE: F04/H5 DATE: 11/21/2025

By: Paul T. Dinon, Professional Surveyor No. 7312 Date 11-06-2025

Date: 04-28-26  
Introduced By: Mr. Omar  
Committee: Service  
Originated By: Mr Hamons  
Approved: Mr. Boso  
Emergency: 30 Days:  
Current Expense:

No.: CR-12-26  
1st Reading: 05/04/26  
Public Notice:  
2nd Reading:  
Passed: Rejected:  
Codified: Code No:  
Passage Publication:

## RESOLUTION CR-12-26

**RESOLUTION DECLARING THE NECESSITY OF CONSTRUCTING CERTAIN  
SIDEWALKS ON BASSWOOD AVE., JOSEPH ST., JUNIPER ST., LEWIS CIRCLE,  
LYNNE CIRCLE, MAGNOLIA ST., ROBIN ST., SEQUOIA AVE., STEPHEN ST. AND  
VALERIE ST., AND REQUIRING THAT ABUTTING PROPERTY OWNERS CONSTRUCT SAME**

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WHEREAS, the City believes that sidewalks are necessary for the general welfare of the City and its residents in that they provide connectivity and a safe means of pedestrian travel; and

WHEREAS, Section 729.01 of the Ohio Revised Code provides that a municipal corporation may require the construction and/or repair of sidewalks within the municipal corporation limits; and

WHEREAS, ORC Section 729.01 further provides that if the abutting landowners fail to construct and/or repair the sidewalks within the specific time frame established by the municipality, the municipality may cause the construction and/or repairs to be completed and the total costs of such to be assessed against the abutting lots or lands; and

WHEREAS, in accordance with Ohio law, the City of Grove City Codified Ordinances also require that “all owners of property abutting on streets of the City shall, upon notice being given to them pursuant to Ohio R.C. 729.02 by the Clerk of the legislative authority, construct or repair sidewalks in the street or streets on which the lot or lots abut in accordance with the specifications adopted by Council”; and

WHEREAS, the City’s Consulting Engineer has prepared the plans, specifications and cost estimates for the construction and repair of proper sidewalks, as authorized by Res. CR-04-26, for the properties described in Exhibits “A”, “B”, & “C”; and

WHEREAS, the plans, specifications and cost estimates have been submitted to and are on file with the Clerk of Council; and

WHEREAS, as part of the annual sidewalk program, the City has budgeted funds to help assist the affected homeowners by paying part of the costs of the improvements required herein.

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

SECTION 1. It is necessary to construct and/or repair sidewalks in the City of Grove City in accordance with the plans, specifications and cost estimates prepared by the City’s Consulting Engineer and now on file in the office of the Clerk of Council in front of all of the properties described by street address in Exhibit “A” attached hereto and incorporated herein.

SECTION 2. The owners of all of the lots and lands bounding and abutting upon the area of the proposed sidewalk improvements shall construct and/or repair in accordance with the plans and specifications

on file in the office of the Clerk of Council, the portions of such sidewalks abutting on their respective properties within a period of thirty (30) days after the service of notice of passage of this Resolution; and, if such construction and/or repair is not completed within the thirty (30) day period, then this Council shall have the same done and the entire cost thereof shall be assessed upon the property of each owner of abutting lots or lands and made a lien thereon, with penalty and interest, to be collected in the manner provided by law.

SECTION 3. The Clerk of this Council is directed to cause a written notice of the passage of this Resolution to be served as required by law.

SECTION 4. The plans, specifications and estimate of cost of said construction as heretofore filed are hereby approved.

SECTION 5. This resolution shall take effect at the earliest opportunity allowed by law.

Passed:  
Effective:

\_\_\_\_\_  
Ted A. Berry, President of Council

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

Attest:

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

I certify that this  
resolution is correct as to form.

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

## EXHIBIT A

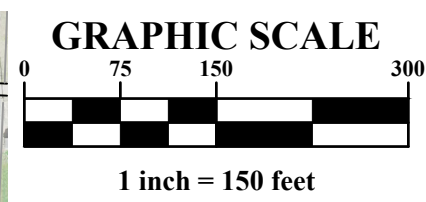
### 2026 SIDEWALK PROGRAM ESTIMATED CONSTRUCTION COST FOR SPECIAL ASSESSMENT

Parcel ID	Address	Total Cost for 50:50 Split Items	50% Costs Paid By Owner	50% Costs Paid By City
040-001360	4300 ROBIN ST	\$ 430.80	\$ 215.40	\$ 215.40
040-001361	4306 ROBIN ST	\$ 1,131.60	\$ 565.80	\$ 565.80
040-001362	4314 ROBIN ST	\$ 3,065.45	\$ 1,532.73	\$ 1,532.73
040-001363	4322 ROBIN ST	\$ 2,333.65	\$ 1,166.83	\$ 1,166.83
040-001365	4334 ROBIN ST	\$ 2,270.40	\$ 1,135.20	\$ 1,135.20
040-001366	4342 ROBIN ST	\$ 1,832.40	\$ 916.20	\$ 916.20
040-001367	4348 ROBIN ST	\$ 3,180.45	\$ 1,590.23	\$ 1,590.23
040-001368	4356 ROBIN ST	\$ 2,241.20	\$ 1,120.60	\$ 1,120.60
040-001369	4362 ROBIN ST	\$ 1,483.40	\$ 741.70	\$ 741.70
040-001370	3418 STEPHEN ST	\$ 1,160.80	\$ 580.40	\$ 580.40
040-001371	3417 STEPHEN ST	\$ 2,859.25	\$ 1,429.63	\$ 1,429.63
040-001372	3425 STEPHEN ST	\$ 489.20	\$ 244.60	\$ 244.60
040-001374	3437 STEPHEN ST	\$ 460.00	\$ 230.00	\$ 230.00
040-001376	3449 STEPHEN ST	\$ 2,621.50	\$ 1,310.75	\$ 1,310.75
040-001377	3455 STEPHEN ST	\$ 2,461.70	\$ 1,230.85	\$ 1,230.85
040-001378	3463 STEPHEN ST	\$ 2,400.80	\$ 1,200.40	\$ 1,200.40
040-001379	3471 STEPHEN ST	\$ 635.20	\$ 317.60	\$ 317.60
040-001380	3477 STEPHEN ST	\$ 1,131.60	\$ 565.80	\$ 565.80
040-001381	3483 STEPHEN ST	\$ 2,644.20	\$ 1,322.10	\$ 1,322.10
040-001382	3489 STEPHEN ST	\$ 2,963.75	\$ 1,481.88	\$ 1,481.88
040-001383	3497 STEPHEN ST	\$ 3,197.35	\$ 1,598.68	\$ 1,598.68
040-001384	3503 STEPHEN ST	\$ 2,846.95	\$ 1,423.48	\$ 1,423.48
040-001385	3509 STEPHEN ST	\$ 3,207.85	\$ 1,603.93	\$ 1,603.93
040-001387	3523 STEPHEN ST	\$ 401.60	\$ 200.80	\$ 200.80
040-001388	3529 STEPHEN ST	\$ 1,569.60	\$ 784.80	\$ 784.80
040-001389	3549 LEWIS CR	\$ 5,070.10	\$ 2,535.05	\$ 2,535.05
040-001390	3555 LEWIS CR	\$ 2,859.25	\$ 1,429.63	\$ 1,429.63
040-001391	3561 LEWIS CR	\$ 1,233.60	\$ 616.80	\$ 616.80
040-001392	3539 LEWIS CR	\$ 2,969.25	\$ 1,484.63	\$ 1,484.63
040-001393	3559 LEWIS CR	\$ 3,268.05	\$ 1,634.03	\$ 1,634.03
040-001394	3557 LEWIS CR	\$ 635.20	\$ 317.60	\$ 317.60
040-001395	3545 LEWIS CR	\$ 2,866.80	\$ 1,433.40	\$ 1,433.40
040-001396	4372 ROBIN ST	\$ 5,445.75	\$ 2,722.88	\$ 2,722.88
040-001397	4361 JOSEPH ST	\$ 2,639.25	\$ 1,319.63	\$ 1,319.63
040-001398	4355 JOSEPH ST	\$ 430.80	\$ 215.40	\$ 215.40
040-001399	4347 JOSEPH ST	\$ 6,300.00	\$ 3,150.00	\$ 3,150.00
040-001400	4333 JOSEPH ST	\$ 3,809.40	\$ 1,904.70	\$ 1,904.70
040-001401	4325 JOSEPH ST	\$ 1,820.20	\$ 910.10	\$ 910.10
040-001402	4321 JOSEPH ST	\$ 693.60	\$ 346.80	\$ 346.80
040-001403	4317 JOSEPH ST	\$ 460.00	\$ 230.00	\$ 230.00
040-001404	3516 VALERIE ST	\$ 1,148.60	\$ 574.30	\$ 574.30
040-001405	3510 VALERIE ST	\$ 2,494.40	\$ 1,247.20	\$ 1,247.20
040-001406	3504 VALERIE ST	\$ 1,978.40	\$ 989.20	\$ 989.20
040-001407	3496 VALERIE ST	\$ 2,270.40	\$ 1,135.20	\$ 1,135.20

Parcel ID	Address	Total Cost for 50:50 Split Items	50% Costs Paid By Owner	50% Costs Paid By City
040-001408	3490 VALERIE ST	\$ 1,703.40	\$ 851.70	\$ 851.70
040-001409	3484 VALERIE ST	\$ 2,218.80	\$ 1,109.40	\$ 1,109.40
040-001410	3476 VALERIE ST	\$ 2,212.00	\$ 1,106.00	\$ 1,106.00
040-001413	3456 VALERIE ST	\$ 1,206.20	\$ 603.10	\$ 603.10
040-001414	3450 VALERIE ST	\$ 2,170.60	\$ 1,085.30	\$ 1,085.30
040-001415	4303 ROBIN ST	\$ 3,292.40	\$ 1,646.20	\$ 1,646.20
040-001416	4327 ROBIN ST	\$ 4,431.20	\$ 2,215.60	\$ 2,215.60
040-001417	3451 VALERIE ST	\$ 1,452.80	\$ 726.40	\$ 726.40
040-001418	3457 VALERIE ST	\$ 1,340.70	\$ 670.35	\$ 670.35
040-001419	3463 VALERIE ST	\$ 1,248.40	\$ 624.20	\$ 624.20
040-001420	3471 VALERIE ST	\$ 3,032.80	\$ 1,516.40	\$ 1,516.40
040-001421	3477 VALERIE ST	\$ 2,171.60	\$ 1,085.80	\$ 1,085.80
040-001422	3483 VALERIE ST	\$ 2,448.80	\$ 1,224.40	\$ 1,224.40
040-001423	3489 VALERIE ST	\$ 3,255.60	\$ 1,627.80	\$ 1,627.80
040-001424	3495 VALERIE ST	\$ 1,964.40	\$ 982.20	\$ 982.20
040-001425	3503 VALERIE ST	\$ 3,219.20	\$ 1,609.60	\$ 1,609.60
040-001426	3515 VALERIE ST	\$ 3,841.20	\$ 1,920.60	\$ 1,920.60
040-001427	4330 JOSEPH ST	\$ 1,879.60	\$ 939.80	\$ 939.80
040-001428	4336 JOSEPH ST	\$ 1,598.80	\$ 799.40	\$ 799.40
040-001429	4342 JOSEPH ST	\$ 1,732.60	\$ 866.30	\$ 866.30
040-001430	4348 JOSEPH ST	\$ 2,462.60	\$ 1,231.30	\$ 1,231.30
040-001431	4354 JOSEPH ST	\$ 3,472.45	\$ 1,736.23	\$ 1,736.23
040-001433	3524 STEPHEN ST	\$ 927.20	\$ 463.60	\$ 463.60
040-001434	3516 STEPHEN ST	\$ 927.20	\$ 463.60	\$ 463.60
040-001435	3510 STEPHEN ST	\$ 3,135.75	\$ 1,567.88	\$ 1,567.88
040-001436	3502 STEPHEN ST	\$ 1,943.85	\$ 971.93	\$ 971.93
040-001437	4363 LYNNE CR	\$ 6,765.80	\$ 3,382.90	\$ 3,382.90
040-001438	4362 LYNNE CR	\$ 7,818.40	\$ 3,909.20	\$ 3,909.20
040-001439	3470 STEPHEN ST	\$ 3,773.18	\$ 1,886.59	\$ 1,886.59
040-001440	3462 STEPHEN ST	\$ 3,367.80	\$ 1,683.90	\$ 1,683.90
040-001441	3454 STEPHEN ST	\$ 3,748.70	\$ 1,874.35	\$ 1,874.35
040-001443	4371 ROBIN ST	\$ 3,618.60	\$ 1,809.30	\$ 1,809.30
040-001444	4359 ROBIN ST	\$ 956.40	\$ 478.20	\$ 478.20
040-001445	4351 ROBIN ST	\$ 1,895.50	\$ 947.75	\$ 947.75
040-001446	4345 ROBIN ST	\$ 460.00	\$ 230.00	\$ 230.00
040-001447	4339 ROBIN ST	\$ 3,652.25	\$ 1,826.13	\$ 1,826.13
040-001448	4360 LYNNE CR	\$ 2,749.00	\$ 1,374.50	\$ 1,374.50
040-001449	4354 LYNNE CR	\$ 1,925.00	\$ 962.50	\$ 962.50
040-001450	4350 LYNNE CR	\$ 3,062.00	\$ 1,531.00	\$ 1,531.00
040-001451	4349 LYNNE CR	\$ 1,222.40	\$ 611.20	\$ 611.20
040-001452	4355 LYNNE CR	\$ 2,840.20	\$ 1,420.10	\$ 1,420.10
040-001453	4359 LYNNE CR	\$ 401.60	\$ 200.80	\$ 200.80
040-00231	2815 HOME RD	\$ 11,147.20	\$ 5,573.60	\$ 5,573.60
040-005211	4166 SEQUOIA ST	\$ 956.40	\$ 478.20	\$ 478.20

Parcel ID	Address	Total Cost for 50:50 Split Items	50% Costs Paid By Owner	50% Costs Paid By City
040-005372	3697 JUNIPER ST	\$ 2,625.40	\$ 1,312.70	\$ 1,312.70
040-005373	3709 JUNIPER ST	\$ 2,445.60	\$ 1,222.80	\$ 1,222.80
040-005375	3729 JUNIPER ST	\$ 1,774.00	\$ 887.00	\$ 887.00
040-005376	3739 JUNIPER ST	\$ 1,219.20	\$ 609.60	\$ 609.60
040-005377	3749 JUNIPER ST	\$ 810.40	\$ 405.20	\$ 405.20
040-005378	3759 JUNIPER ST	\$ 1,277.60	\$ 638.80	\$ 638.80
040-005379	3769 JUNIPER ST	\$ 1,248.40	\$ 624.20	\$ 624.20
040-005380	41 47 BASSWOOD AVE	\$ 693.60	\$ 346.80	\$ 346.80
040-005381	41 37 BASSWOOD AVE	\$ 2,006.80	\$ 1,003.40	\$ 1,003.40
040-005382	41 29 BASSWOOD AVE	\$ 868.80	\$ 434.40	\$ 434.40
040-005383	41 19 BASSWOOD AVE	\$ 1,394.40	\$ 697.20	\$ 697.20
040-005384	41 09 BASSWOOD AVE	\$ 1,729.60	\$ 864.80	\$ 864.80
040-005385	41 01 BASSWOOD AVE	\$ 5,223.00	\$ 2,611.50	\$ 2,611.50
040-005386	4091 BASSWOOD AVE	\$ 985.60	\$ 492.80	\$ 492.80
040-005387	4083 BASSWOOD AVE	\$ 1,131.60	\$ 565.80	\$ 565.80
040-005388	3779 MAGNOLIA ST	\$ 7,387.70	\$ 3,693.85	\$ 3,693.85
040-005978	4053 BASSWOOD AVE	\$ 752.00	\$ 376.00	\$ 376.00
040-005979	4043 BASSWOOD AVE	\$ 1,452.80	\$ 726.40	\$ 726.40
040-005980	4033 BASSWOOD AVE	\$ 4,384.40	\$ 2,192.20	\$ 2,192.20
040-005981	4023 BASSWOOD AVE	\$ 460.00	\$ 230.00	\$ 230.00
040-005982	4013 BASSWOOD AVE	\$ 1,423.20	\$ 711.60	\$ 711.60
040-005983	4003 BASSWOOD AVE	\$ 1,222.00	\$ 611.00	\$ 611.00
040-005984	3993 BASSWOOD AVE	\$ 693.60	\$ 346.80	\$ 346.80
040-005985	3983 BASSWOOD AVE	\$ 1,014.80	\$ 507.40	\$ 507.40
040-005986	3973 BASSWOOD AVE	\$ 781.20	\$ 390.60	\$ 390.60
040-005987	3963 BASSWOOD AVE	\$ 4,291.40	\$ 2,145.70	\$ 2,145.70
040-006096	3591 JUNIPER ST	\$ 1,102.40	\$ 551.20	\$ 551.20
040-006098	3609 JUNIPER ST	\$ 1,089.40	\$ 544.70	\$ 544.70
040-006099	3619 JUNIPER ST	\$ 726.00	\$ 363.00	\$ 363.00
040-006101	3637 JUNIPER ST	\$ 4,473.80	\$ 2,236.90	\$ 2,236.90
040-006104	3667 JUNIPER ST	\$ 460.00	\$ 230.00	\$ 230.00
040-007357	3537 JUNIPER ST	\$ 1,219.20	\$ 609.60	\$ 609.60
040-007358	3551 JUNIPER ST	\$ 460.00	\$ 230.00	\$ 230.00
040-007359	3561 JUNIPER ST	\$ 926.80	\$ 463.40	\$ 463.40
040-007360	3571 JUNIPER ST	\$ 460.00	\$ 230.00	\$ 230.00
040-007361	3581 JUNIPER ST	\$ 693.60	\$ 346.80	\$ 346.80
040-007362	3582 JUNIPER ST	\$ 430.80	\$ 215.40	\$ 215.40
040-007363	3572 JUNIPER ST	\$ 430.80	\$ 215.40	\$ 215.40
040-007364	3562 JUNIPER ST	\$ 1,841.80	\$ 920.90	\$ 920.90
040-007365	3552 JUNIPER ST	\$ 957.80	\$ 478.90	\$ 478.90
040-007366	3538 JUNIPER ST	\$ 1,190.00	\$ 595.00	\$ 595.00

<b>Column Totals:</b>	<b>\$ 282,823.83</b>	<b>\$ 141,411.91</b>	<b>\$ 141,411.91</b>
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DATE: April 2026
SCALE: 1" = 150'
JOB NO.: 2026-0115

CITY OF GROVE CITY, OHIO

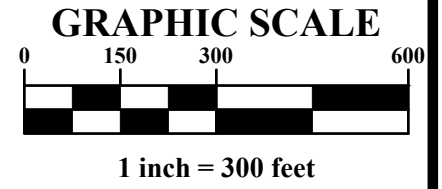
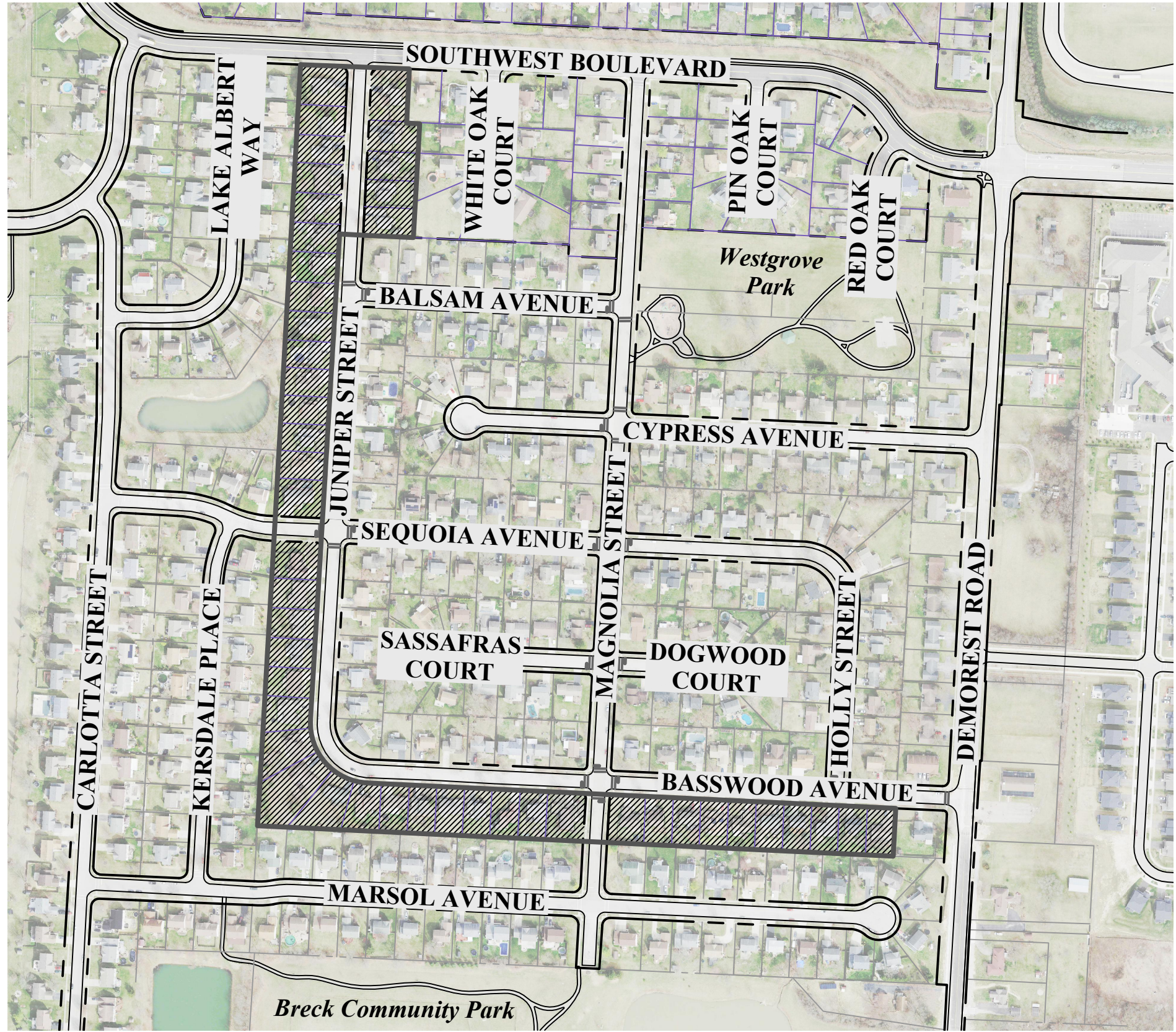
## 2026 Sidewalk Maintenance Program

### EXHIBIT B

**LEGEND**

Parcels within Project Limits

**EMHIT**  
 Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Toll Free: 888.775.3648  
 emhit.com



DATE: April 2026

SCALE: 1" = 300'

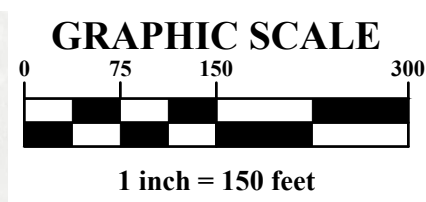
JOB NO.: 2026-0115

CITY OF GROVE CITY, OHIO  
**2026 Sidewalk Maintenance Program**  
**EXHIBIT C**

**LEGEND**

 Parcels within Project Limits





**LEGEND**

Parcels within Project Limits

CITY OF GROVE CITY, OHIO

**2026 Sidewalk Maintenance Program  
EXHIBIT D**

DATE: April 2026

SCALE: 1" = 150'

JOB NO.: 2026-0115

**EMHT**  
 Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Toll Free: 888.775.3648  
 emht.com

Date: 04-28-26  
Introduced By: Mr. Sturm  
Committee: Finance  
Originated By: Mr. Smith  
Approved: Mr. Boso  
Emergency: X 30 Days:       
Current Expense:     

No.: C-17-26  
1st Reading: 05/04/26  
Public Notice: 0 / /26  
2nd Reading: 0 / /26  
Passed:      Rejected:       
Codified:      Code No:       
Passage Publication:     

## ORDINANCE C-17-26

### AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH A LICENSED COMPETITIVE RETAIL ELECTRIC SERVICE PROVIDER FOR THE CITY'S ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM AND DECLARING AN EMERGENCY

---

WHEREAS, on November 3, 2020, the electors of the City of Grove City approved a ballot issue authorizing the City to establish an opt-out electric governmental aggregation program; and

WHEREAS, on April 13, 2023, Council approved Ordinance C-16-23 that enacted a twenty-four-month electric aggregation program with AEP Energy; and

WHEREAS, as part of this program, the City was able to lock in an electric rate, utilizing green energy credits, that was cheaper than the standard brown energy rate and resulted in average savings of over three hundred dollars (\$300) per household; and

WHEREAS, in 2025, the City entered into an additional twelve-month electric aggregation program with AEP Energy; and

WHEREAS, the current program expires with the July 2026 meter reads (which typically occur beginning in June); and

WHEREAS, the City has solicited pricing proposals from four certified electric retail providers to continue the City's aggregation program; and

WHEREAS, the City received      proposals from the certified electric retail providers for pricing for an additional term of twelve months, twenty-four months and thirty-six months with rates varying between      cents and      cents; and

WHEREAS, while these proposals are above the current rate of      cents, they are still less than the standard expected rate in July 2026 of      cents to      cents; and

WHEREAS, the City now desires to authorize the City Administrator to enter into an agreement with a licensed competitive retail electric service provider for a      month period as it expected that this will provide savings while at the same time utilizing green energy; and

WHEREAS, an emergency exists for the health, safety and general welfare of the community in that City received and opened bids for the program in which the pricing is only valid for one day and it is necessary to enter into an agreement to have the aggregation program for July 2026.

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

SECTION 1. Council hereby finds that \_\_\_\_\_, a licensed competitive retail electric service provider, is the lowest and best responsive bidder for an agreement for the City’s electric governmental aggregation program.

SECTION 2. Pursuant to the Plan of Operation and Governance, the City Administrator is hereby authorized to enter into an agreement for the City’s electric governmental aggregation program with \_\_\_\_\_ for a term of \_\_\_\_\_ months for a contract amount not to exceed \_\_\_\_ cents a kWh.

SECTION 3. All formal actions of this Council concerning and related to the adoption of this Ordinance were taken in an open meeting of said Council, and all deliberations of this Council that resulted in such formal action were made in meetings open to the public in full compliance with the provisions of the Charter of the City of Grove City and Section 121.22 of the Ohio Revised Code.

SECTION 4. For the reasons stated in the preamble, this ordinance is hereby declared an emergency measure and shall go into immediate effect.

\_\_\_\_\_  
Ted A. Berry, 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

Date: 04/28/26  
Introduced By: Mr. Sturm  
Committee: Finance  
Originated By: Holt/Burroughs  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: XX

No.: C-18-26  
1st Reading: 5/04/26  
Public Notice: 5/05/26  
2nd Reading: 5/18/26  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-18-26

AN ORDINANCE TO APPROPRIATE \$47,856.78 FROM THE  
GENERAL FUND FOR THE CURRENT EXPENSE OF ASSISTING  
WITH THE GROVE CITY TOWN CENTER WINE & ARTS FESTIVAL EXPENSES

---

WHEREAS, since 2010 the City of Grove City has partnered with Grove City Town Center, Inc. to assist with funding their program; and

WHEREAS, in the 2025 Appropriation Ordinance, \$78,000.00 was given to Grove City Town Center, Inc., yet in the 2026 Appropriation Ordinance, no funding was listed for Grove City Town Center, Inc.; and

WHEREAS, the Executive Director of Grove City Town Center, Inc. has requested assistance with their first event – the Wine & Arts Festival – with the Board of Director’s authorization as attached herein; and

WHEREAS, it is estimated that \$25,627.68 is needed immediately to secure certain items, with a total estimated cost of \$47,856.78; and

WHEREAS, Grove City Town Center, Inc. has submitted their Year End 2025 Financial Statement and their most recent Financial Statement; and

WHEREAS, funding is necessary in order to secure the Wine & Arts Festival for this year.

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

SECTION 1. There is hereby appropriated up to \$47,856.78 from the unappropriated monies of the General Fund to account #100120.551300 for the Current Expense of funding the Grove City Town Center Wine & Arts Festival.

SECTION 2. An amount of \$25,627.68 will be advanced to Grove City Town Center, Inc., for pre-festival expenditures shown in Exhibit A, with receipts to be provided against this amount within 30 days of the end of the event.

SECTION 3. The Director of Finance will reimburse Grove City Town Center, Inc. for post-festival expenditures upon submittal of receipts approved for reimbursement based upon the items listed in the attached in Exhibit A.

SECTION 4. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

\_\_\_\_\_  
Ted A. Berry, 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

C-18-26  
EXHIBIT A

**2026 Grove City Town Center Wine & Arts Festival Expenses**

**Due Prior To Festival**

<b>Expense</b>	<b>Vendor</b>	<b>Estimate</b>	<b>Actual</b>	<b>Date Paid</b>	
Liquor Permit	Ohio Division Of Liquor Control	\$120.00	\$120.00	1/29/2026	•Paid online debit card
Wine Glasses	ARTon Products	\$3,807.68		4/15/2026	
Advertising	City Scene Media Group	\$4,000.00	\$2,000.00	4/13/2026	Check#2443
	•paid in 2 installments		\$2,000.00	•Due 5/15/2026	
Advertising	Meta	\$1,000.00		Will be in May	
Generators/Electric/lighting/Install.	Springfield Acme Electric	\$16,500.00		Due by June 5	
Golf Cart/Trailer Rental	Sunbelt Rentals	\$ 200.00		Due by June 5	
	<b>PRE-FESTIVAL TOTALS:</b>	<b>\$ 25,627.68</b>			

**Due After Festival**

<b>Expense</b>	<b>Vendor</b>	<b>Estimate</b>	<b>Actual</b>
Sound/Live Music	Shaw Productions/ Various Bands	\$5,000.00	
Security	Grove City Police Department	\$7,500.00	
Tents/Tables/Chairs etc.	ACC Party rental	\$5,699.60	
Clean Up	TBD	\$2,500.00	
Ice	Home City Ice	\$1,529.50	
	<b>POST-FESTIVAL TOTALS:</b>	<b>\$22,229.10</b>	
	<b>TOTAL REQUESTED</b>	<b>\$47,856.78</b>	

Date: 04/28/26  
Introduced By: Mr. Sturm  
Committee: Finance  
Originated By: Mr. Boso  
Approved: \_\_\_\_\_  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No.: C-19-26  
1st Reading: 05/04/26  
Public Notice: 05/05/26  
2nd Reading: 05/18/26  
Passed:      Rejected: \_\_\_\_\_  
Codified:      Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-19-26

### AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH AXIOM VENTURES, LLC FOR THE DEVELOPMENT OF THE BROADWAY LIVE PROJECT

---

**WHEREAS**, on January 1, 2025, City Council approved the Preliminary Development Plan for the Broadway Live project located north of Columbus Street and east of Broadway; and

**WHEREAS**, the Broadway Live project is a mixed-use project consisting of retail, multi-family residential, a public plaza, and food hall with associated private and public parking (the “Project”); and

**WHEREAS**, on September 2, 2025, City Council, in principle, agreed to financially commit to a not-to-exceed amount of Six Million Five Hundred Thousand Dollars (\$6,500,000.00) for land acquisition, public parking, and improvements to Broadway and Cleveland Avenue, in support of the Project; and

**WHEREAS**, the Developer, Axiom Ventures, LLC, and the City have been negotiating an agreement regarding the development of the Project; and

**WHEREAS**, because this agreement will commit financial resources and encumber funds for a period that exceeds one year, it must be approved by Ordinance.

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

SECTION 1: The City Administrator is hereby authorized to enter into an agreement with Axiom Ventures, LLC regarding the development of the Broadway Live Project as attached hereto as Exhibit A.

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

\_\_\_\_\_  
Ted A. Berry, 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

Exhibit A

**PURCHASE OF LAND AND DEVELOPMENT AGREEMENT**

This Purchase of Land and Development Agreement (the “Agreement”) is made and entered into to be effective as of the \_\_\_\_ day of \_\_\_\_\_ 2026 (the “Effective Date”), by and between Axiom Ventures, LLC, an Ohio limited liability company with address at 159 East Livingston Avenue, Columbus, Ohio 43215 (the “Developer”) and the City of Grove City, Ohio, a municipal corporation duly organized and validly existing under the Constitution and Laws of the State of Ohio and its City Charter with address at 4035 Broadway, Grove City, Ohio 43123 (the “City”).

**I. BACKGROUND**

- A. Developer is the owner of approximately 5.8 acres of land located within the City’s Town Center and generally shown on the map attached hereto as Exhibit A (the “Property”).
- B. Developer will redevelop the Property as a mixed-use project consisting of retail, multi-family residential, a public plaza, and food hall with associated private and public parking (the “Project”).
- C. City Council passed CR-38-25, in principle, to financially commit to a not-to-exceed amount of Six Million Five Hundred Thousand Dollars (\$6,500,000.00) for land acquisition, public parking, and improvements to Broadway and Cleveland Avenue, in support of the Project.
- D. Per the terms set forth herein, Developer will sell to the City certain land within the Project, a portion of which the Developer will construct a public surface parking facility and a portion of which will be public open space.
- E. Developer and City enter into this Agreement to address each parties’ obligation in order to ensure the timely completion of the Project, including the public oriented component thereof.

**II. TERMS AND CONDITIONS**

**A. Development Plan.**

- 1. Developer shall submit a final development plan (the “Development Plan”) for the Project’s entirety in general conformity to the approved preliminary development plan (CR-04-25) (the “Preliminary Plan”), following approval of FEMA’s Conditional Letter of Map Revision (CLOMR) for the Property.
- 2. The Development Plan submittal shall comply with the requirements of the Codified Ordinances of the City of Grove City and shall also include: the delineation of the approximate 2.19 acres of the Property (the “City Land”) containing the open space and the parking facility (the “Parking Facility”); and, the public improvements to Cleveland Avenue and Broadway to be completed by Developer as part of the Project (the “Public Improvements”). The City agrees that the Public Improvements shall not include the relocation of electrical lines below ground and/or the installation of traffic signalization.

3. The City and Developer shall enter into a separate agreement regarding the Public Improvements identified on the approved Development Plan, which will address the design and construction of the Public Improvements and the reimbursement to Developer per Section II(B)(10)(b), (the “Infrastructure Agreement”).

**B. Purchase Contract.**

1. The Developer shall sell and the City shall purchase the City Land containing open space and improved with the Parking Facility consisting of approximately 125 parking spaces.
2. The Developer at their cost shall construct the Parking Facility in general conformance with the approved Development Plan and in compliance with specifications contained in Exhibit B attached hereto and with plans prepared by the Developer and approved by the City (the “Approved Plans”) as follows:
  - a. The Developer and Developer’s consultants shall work collaboratively and in good faith with the City and City’s consultants during the Development Plan process with respect to information sharing, conceptual designs and layouts of the Parking Facility, including utility and stormwater routing.
  - b. Upon approval of the Development Plan for the Project, the Developer and their consultants shall work collaboratively and in good faith on sharing engineering and survey information, including but not limited to storm routing, invert elevations, benchmarks, floor elevations, and other information as determined by the City’s consulting engineer.
3. Prior to the ‘Closing’, (defined below), Developer shall cause the individual parcels comprising the Property to be combined and the City Land to be split as a separate tax parcel.
4. Developer shall deliver title to the City Land at the Closing by General Warranty Deed.
5. Within five (5) days of the Effective Date, Developer shall deliver all title commitments pertaining to the City Land existing on the Effective Date.
6. Within five (5) days of the Effective Date, Developer shall deliver all environmental reports pertaining to the City Land existing on the Effective Date. Developer shall cause the environmental reports to be certified to the City at the Closing.
7. Property taxes attributable to the City Land shall be reasonably calculated by the parties and shall be prorated at the Closing.
8. All closing costs and title company fees shall be split between the parties on a 50/50 basis at the Closing.
9. The City and Developer represent and warrant that they, respectively, have not dealt with any broker, agent, finder or similar party in connection with the transactions contemplated by this Agreement. The Developer hereby indemnifies, defends and holds harmless the City from any liability, cost or expense (including, without limitation, reasonable attorneys’ fees and costs of enforcement of the foregoing indemnity, whether arising in any

underlying action or in the enforcement of this right of indemnification) arising out of the falsity of the foregoing representation by Developer. The provisions of this Section II(B)(9) shall survive the Closing.

10. The City shall pay to the Developer Six Million Five Hundred Thousand Dollars (\$6,500,000.00) as follows:

- a. Within five (5) business days of the Developer's completion of the construction of the Parking Facility and the City's acceptance of the maintenance bond for the Parking Facility, the Developer shall transfer the City Land to the City, and the City shall pay Four Million Dollars (\$4,000,000.00) to Developer (the "Closing").
- b. Upon the completion of each of the identified Public Improvements to Cleveland Avenue and Broadway, the City shall reimburse to Developer the cost of said improvement pursuant to the Infrastructure Agreement, up to a total accumulative amount for all Public Improvements equal to One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "Public Improvement Funds"). Public Improvement Funds remaining after the City's reimbursement to the Developer for the Public Improvements, if any, shall be paid to the Developer at the time of the 'Final Payment' (defined below).
- c. Upon the final completion of the Project the City shall pay the remaining One Million Dollars (\$1,000,000) to the Developer (the "Final Payment").

**C. Development and Maintenance of Project.**

1. The City agrees to support the Project as generally depicted on the Preliminary Plan including the following entitlement applications before the Planning Commission, City Council and FEMA, as applicable:
  - a. The Development Plan for the Project is in general conformance with the approved Preliminary Development Plan and the City's Codified Ordinances.
  - b. Variance request(s), in general conformity to the Development Plan from the Stream Corridor Protection Regulations necessary for the Project.
  - c. The National Flood Insurance Program map revisions.
  - d. Special use permit application(s) for outside seating, in general conformity with the Development Plan and City's Codified Ordinances.
2. The Developer agrees to a minimum parking requirement of one (1) parking space per bedroom for the residential portion of the Project. Parking spaces on the City Land shall not be considered for purposes of calculating this parking requirement.
3. Developer or Developer's successor in interest to the residential component of the Project shall be responsible for the maintenance of the compensatory storage area as well as the surrounding open space area as designated on the Development Plan so long as said areas are restricted for passive use.

4. Developer and City shall equally participate in the sharing of costs as determined by the City's consulting engineer, associated with maintaining compliance with FEMA's issuance of the LOMR.
5. The City agrees to support the vacation of the existing City utility easements; acceptance of easements relocating the existing utility easements; the granting of easement(s) to permit the Project's stormwater to flow into City stormwater lines located on the City Land as shown on the approved Development Plan.
6. The City and the Developer shall work collaboratively and use reasonable, good faith efforts to refine the scope of the Project and to comply with the City's zoning, permitting and design review and approval process, including the Planning and Zoning Code. The City and the Developer will cooperate and use reasonable, good faith efforts in connection with execution of reciprocal easement agreements or similar instruments with respect to the Project that are reasonably necessary to facilitate ingress, egress, access to utilities and access to other public improvements. The Developer may apply for and receive any and all other awards available and applicable to the Project from any and all federal, state and local governmental authorities. The City and Developer will cooperate and use reasonable, good faith efforts to obtain eligible funding, grants, subsidies or other incentives available for the Project and for the benefit of the surrounding area provided; however, the City's cooperation and efforts are at the City's complete discretion.

**D. Community Reinvestment Area ("CRA").** The Property is located in a "pre-1994" CRA. The Developer shall prepare and file or cause to be prepared and filed, all necessary exemption applications with the City to commence the CRA exemption for each portion of the Project, in accordance with the applicable provisions of the Ohio Revised Code. The City shall cooperate with the Developer in obtaining CRA exemptions for the Project, and in a timely manner shall provide all necessary forms and, subject to receiving properly completed applications, approvals for the CRA exemptions, including the required certification of each CRA exemption by the City's Housing Officer to the Franklin County Auditor (the "County Auditor"). As provided in the Ohio Revised Code and the City's CRA legislation, the CRA exemption shall be 15 years, 100%, and are intended to commence for the calendar year following the year in which the City's CRA Housing Officer certifies the CRA exemption for each improvement to the County Auditor. It is the express intention of the Developer and the City that the CRA exemptions take precedence over any Tax Incremental Financing exemption that applies to the same portion of the Property for the term of the CRA exemptions.

**E. Developer's Representations, Covenants and Warranties.**

1. It is an Ohio corporation duly organized and validly existing under the laws of the State of Ohio and is fully qualified to transact its business in the State of Ohio;
2. It is not in violation of or in conflict with any provisions of the laws of the United States of America or the State applicable to the Developer that would impair its ability to carry out its obligations contained in this Agreement;
3. This Agreement has, by proper action, been duly authorized, executed and delivered by the Developer and all steps necessary to be taken by the Developer, have been taken to constitute the Agreement and the covenants and agreements of the Developer contemplated herein are valid and binding obligations of the Developer, enforceable in accordance with

their terms;

4. (A) It has full power and authority to execute, deliver and perform this Agreement, (B) to the knowledge of the Developer, that execution, delivery and performance do not and will not violate any provision of law applicable to the Developer or the Developer's organizational or operating agreements, and (C) neither the entering into this Agreement nor performance thereof will constitute a violation or breach by the Developer of any contract, agreement, understanding, or instrument to which the Developer is a party or, to the best of its knowledge, by which the Developer is subject or bound, of any judgment, order, writ, injunction or decree issued against or imposed upon them, or, to the best of its knowledge, will result in the violation of any applicable law, order, rule or regulation of any government or quasi- governmental authority;
5. There is no pending litigation, investigation or claim which affects or which might affect the Developer's performance of this Agreement and to the best of the Developer's knowledge, there is no threatened litigation, investigation or claim that affects or that might affect the Developer's performance of this Agreement; and
6. The representations and agreements of the Developer made in this Agreement shall be deemed to apply as of the date of the execution of this Agreement and shall be construed as continuing representations and agreements and such representations made by the Developer are made with the knowledge and expectation that notwithstanding any investigation conducted by or on behalf of the City (except as expressly stated in this Agreement), the City is placing complete reliance thereon and that such representations are to be treated as material to the City entering into this Agreement and the Developer further represents that no representation set forth in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statement contained herein not materially misleading or not misleading in light of circumstances under which they are made; and
  - a. The Developer warrants, except as disclosed in writing to the City, that it has not employed or retained any company or person other than a bona fide employee working solely for the Developer to solicit or secure this Agreement, and that the Developer has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other consideration contingent upon or resulting from the award or making of this Agreement. The Developer warrants that, to the best of its knowledge, it is not prohibited from contracting with the City by any provision of the Ohio Revised Code relating to conflicts of interest, illegal interest in government contracts, or any other ethical prohibition, and for breach or violation of this warranty, the City shall have the right to annul this Agreement with no further obligation or penalty.
  - b. The Developer acknowledges and agrees that the City is entering into this Agreement for the purpose of facilitating the development of the entire Property.

**F. City Covenants and Representations.**

1. To the knowledge of the undersigned City officials, neither the entering into this Agreement nor the performance thereof will constitute a violation or breach by the City of any contract, agreement, understanding or instrument to which the City is a party or by which the City is subject or bound, of any judgment, order, writ, injunction or decree issued

against or imposed upon them, or will result in the violation of any applicable law, order, rule or regulation of any governmental or quasi-governmental authority.

2. To the knowledge of the undersigned City officials, there is no pending litigation, investigation or claim which affects or which might affect the City's performance of this Agreement and there is no threatened litigation, investigation or claim that affects or that might affect the City's performance of this Agreement.
3. Except for actions contemplated by this Agreement, as of the date of the execution of this Agreement, the undersigned City officials have no information or knowledge of any change contemplated in the applicable laws, ordinances or restrictions or any judicial or administrative action that would prevent, limit or impede the Developer's undertaking of the Development.
4. The representations of the City made in this Agreement shall be deemed to apply as of the date of the execution of this Agreement and such representations made by the City are made with the knowledge and expectation that notwithstanding any investigation conducted by or on behalf of the Developer (except as expressly stated in this Agreement), the Developer is placing complete reliance thereon and that such representations are to be treated as material to the Developer in entering into this Agreement and the City further represents that no representation set forth in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statement contained herein not materially misleading or not misleading in light of circumstances under which they are made.

**G. Remedies.**

1. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by either party hereto, or any successor to such party, such party (or successor) shall, within fifteen (15) days of receipt of written notice from the other, proceed to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. All rights and remedies shall be cumulative and shall not be construed to exclude any other remedies allowed at law or in equity.
2. Unforeseeable Delay. Neither party shall be considered in breach of its obligations under this Agreement due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, orders of courts, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such unforeseeable delay, the time for performance of the obligations shall be extended for the period of the unforeseeable delay. The party seeking the benefit of the provisions of this subsection shall, within ten (10) calendar days after the beginning of any such unforeseeable delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the unforeseeable delay. With respect to the Developer, delays or failures to perform due to lack of funds or the inability to procure labor or materials shall

not be deemed unforeseeable delays beyond the reasonable control of the Developer.

**H. Miscellaneous.**

1. Notices. Any notice or consent required or permitted to be given by or on behalf of either party to the other shall be given by mailing such notice or consent by United States certified or registered mail, postage prepaid and return receipt requested, or via a reputable express overnight mail service which provides proof of delivery addressed to the parties as set forth below or at such other address as may be specified from time to time in writing delivered to the other party. Notices shall be effective upon receipt or refusal, as the case may be.

If to the Developer:                      Axiom Ventures, LLC  
159 East Livingston Avenue  
Columbus, Ohio 43215

And to:                                        Donald T. Plank, Esq.  
Plank Law Firm, LPA  
411 East Town St., Fl 2  
Columbus, Ohio 43215

If to the City:                                City of Grove City  
Attn: City Administrator  
4035 Broadway  
Grove City, Ohio 43123

And to:                                        Frost Brown Todd  
Attn: Stephen J. Smith  
10 West Broad St.  
One Columbus Center, Ste 2300  
Columbus, Ohio 43215

2. Conflict of Interest. Representatives of the City Not Individually Liable. No official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount or amounts which may become due to the Developer or any successor to the Developer or on any obligations under the terms and conditions of this Agreement.
3. Process of Agreement. The execution of this Agreement by the City Administrator on behalf of the City has been approved by the City Council through the adoption of Ordinance \_\_\_\_\_ 202\_, and as of the date of this Agreement that Ordinance remains in full force and effect. Developer, by appropriate written corporate authorization, will duly designate an officer of Developer to execute this Agreement.
4. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of

principal and agent or to create any partnership, joint venture or other association between Developer and the City.

5. Income Tax. The Developer shall withhold all City income taxes due or payable under the provisions of the income tax ordinance for wages, salaries and commissions paid to its employees (if any) pursuant to the Codified Ordinances of the City of Grove City, Ohio. The Developer shall require its contractors or subcontractors to withhold any such City income taxes due for services arising from or in relation to the Development or this Agreement. The Developer shall be liable for any unpaid City income taxes of the employees, contractors, or subcontractors relating to the Development. Upon request, the Developer shall submit, in a format acceptable to the Finance Director, a reconciliation of all wages paid to its employees, contractors, and subcontractors that performed work in the City with respect to the Development.
6. Mutual Consent. This Agreement may be canceled or modified by the mutual written consent of (A) Developer on the one hand, and (B) the City acting through the City Administrator, on the other hand. Wherever the City is entitled to act under this Agreement (e.g. delivery of notices, exercise of options, written waivers or consent), such action may be taken by the City Administrator except as expressly provided herein.
7. Waivers. All waivers of the provision of this Agreement must be in writing and signed by the appropriate authorities of the City and Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and Developer. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty to be observed by the other party.
8. Municipal Power. Nothing in this Agreement shall be construed to be in derogation of the powers granted to the municipal corporations by Article XVIII of the Ohio Constitution, including the right to protect the health, safety and welfare of its citizens.
9. Indemnification. Developer shall, at its cost and expense, defend, indemnify and hold the City and any officials, employees, agents and representatives of the City, its successors and assigns (collectively the "Indemnified Parties" and each an "Indemnified Party"), harmless from and against, and shall reimburse the Indemnified Party for, any and all loss, cost, claim, liability, damage, judgment, penalty, injunctive relief, expense or action (collectively the "Liabilities" and each a "Liability"), other than "Excluded Liabilities," defined below, whether or not the Indemnified Party shall also be indemnified as to any such claim by any other person, the basis of which claim (a) was caused by or results from the actions or failures to act of Developer, its affiliates, agents, employees, contractors, subcontractors and material suppliers while in possession or control of the Development, whether or not such action or inaction was negligent or reckless, or is in any way related to the construction of the Development or the selection of contractors, subcontractors or material suppliers relating thereto; (b) is based, in whole or in part upon failure or alleged failure of Developer, or its affiliates to satisfy their obligations under this Agreement; (c) relates to fraud, misapplication of funds, illegal acts, or willful misconduct on the part of Developer or its affiliates; or (d) relates to the bankruptcy or insolvency of Developer or its affiliates. The indemnity provided for herein shall survive the expiration or termination of this Agreement and shall be separate and independent from any remedy under any other agreement related to the Development.

“Excluded Liability” means each Liability to the extent it is attributable to (i) the gross negligence or willful misconduct of any Indemnified Party or the failure of any Indemnified Party that is a third-party beneficiary of this Agreement to perform any obligation required to be performed by the Indemnified Party as a condition to being indemnified hereunder, including without limitation, the settlement of any Liability without the consent of the Developer, and/or, (ii) to the extent the Developer’s ability to defend a Liability is prejudiced materially by the failure of an Indemnified Party to give timely written notice to the Developer of the assertion of a Liability.

Upon notice of the assertion of any Liability, the Indemnified Party shall give prompt written notice of the same to the Developer. Upon receipt of written notice of the assertion of a Liability, the Developer shall have the duty to assume, and shall assume, the defense thereof, with power and authority to litigate, compromise or settle the same; provided that, the Indemnified Party shall have the right to approve any obligations imposed upon it by compromise or settlement of any Liability or in which it otherwise has a material interest, which approval may be withheld in its sole discretion.

At Developer’s expense, an Indemnified Party may employ separate counsel and participate in the defense of any Liability; provided, however, that any such fees and expenses must be reasonable and necessary to protect the interests of the Indemnified Party. The Developer shall not be liable for any settlement of any Liability made without its written consent, but if settled with the written consent of the Developer, or if there is a final judgment for the plaintiff in an action, the Developer agrees to indemnify and hold harmless the Indemnified Party, except only to the extent of any Excluded Liability.

10. Severability. The obligations of the City hereunder are effective to the extent permitted by law. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect.
11. Authority. Each party to this Agreement hereby represents and warrants that it is executing this Agreement with the full and proper authority and that the parties whose names appear hereon are duly authorized and empowered to make and execute this Agreement and that this Agreement is supported by consideration.

The City is a political subdivision of the State of Ohio and is entitled to all of the immunities and defenses provided by law. Furthermore, no covenant, obligation or agreement of the City contained in this Agreement shall be deemed to be a covenant, obligation or agreement of any present or future council member, officer, agent or employee of the City in other than their official capacity and neither the council members of the City approving this Agreement nor any officer or employee of the City executing this Agreement shall be liable personally by reason of the covenants, obligations or agreements of the City contained in this Agreement.

12. Assignment. This Agreement shall be binding on the parties hereto and their respective successors and assigns. The parties acknowledge that substantial time and effort have been invested in the negotiation of this Agreement, and the City has entered into this Agreement with an understanding of the unique capabilities of the Developer, and, therefore, any

assignment of this Agreement by the Developer shall be subject to the prior written consent of the City, which consent shall be granted in the City's sole discretion and may only be made to a person or entity financially capable of completing the Development and the On-Site Infrastructure and Off-Site Infrastructure. Any such assignment shall expressly provide that the assignee shall comply with all the terms and requirements of this Agreement.

13. Merger and Amendment. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the Development, the Development Site, and the Developer Infrastructure Improvements to be completed in connection therewith, and contains all of the covenants, agreements, and other terms and conditions between the parties hereto with respect to the same. No waivers, alterations or modifications of this Agreement or any agreements in connection therewith shall be valid unless in writing and duly executed by all parties hereto.
14. Equal Employment Opportunity. In accordance with Ohio Revised Code Section 5709.832, the Developer agrees that it will not deny any individual employment based on considerations of race, religion, sex, disability, color, national origin or ancestry. In addition, no owner of the Property shall deny any individual employment based on considerations of sexual orientation, gender identity and expression, age, or veteran status. Any declarations recorded in connection with the Project shall provide that the provisions of this subsection shall be covenants running with the land.
15. Counterparts. This Agreement may be executed in counterpart, and in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Signatures transmitted or stored by electronic means are deemed to be original signatures.
16. Governing Law; Venue. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions that would cause the application of the laws of another jurisdiction. Each party hereto (i) irrevocably consents to the exclusive jurisdiction of any state court located within Franklin County, Ohio, in connection with any matter based upon or arising out of this Agreement, (ii) agrees that process may be served upon them in any manner authorized by the laws of the State of Ohio, and (iii) waives and covenants not to assert or plead any objection which they might otherwise have under such jurisdiction or such process.
17. Further Actions. The City and Developer agree to execute such additional documents, and take such further actions, as may reasonably be required to carry out the provisions and intent of this Agreement.
18. Language. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either the City or the Developer. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting, or amplifying the provisions hereof.
19. Litigation Notice; Management. The Developer shall give the City prompt notice of any action, suit or proceeding by or against the Developer, at law or in equity, or before any governmental instrumentality or agency, of which that Developer has notice, which, if



Exhibit A

Number	Parcel Information
1	040-000097 3902 BROADWAY W H BARBEE EXT 2.760 ACRES
2	040-000002 3282 CLEVELAND AVE W H BARBEE EST 1 ACRE
3	040-000332 CLEVELAND AVE W H BARBEE ESTATE 41.7X307.3FT W S
4	040-000024 3975 ARBUTUS ST LOT 67 & 50 FT N E LOT 68
5	40-000090 3306 COLUMBUS ST IN LOT LOT 67 EX 50 FT N E
6	040-000120 3312 E COLUMBUS ST LOT 68 EX 50 FT N E
7	040-000492 3318 E COLUMBUS ST CITY OF GROVE CITY LOT 69
8	040-000046 3324-26 COLUMBUS ST CITY OF GROVE CITY IN LOT 70 & 20' VAC 1ST ST
9	040-000222 000 COLUMBUS STREET GROVE CITY INLOT 71EX SW COR & 6'ES INLOT 72 & 20'VAC 1ST ST
10	040-000866 COLUMBUS STREET GROVE CITY PT INLOT 72 (0.137 ACRE)
11	040-000207 COLUMBUS ST SEE DUP FOR DESC LOT 72-3
12	40-000603 3952 BROADWAY SEE DUP FOR DESC 72-3-4



Exhibit B

**PARKING FACILITY CONSTRUCTION SPECIFICATIONS**

**Curbs, approaches, ramps, sidewalks, catch basins, crossings and like design elements:**

Shall be in compliance with Grove City standard drawings for straight 18-in curb, sidewalk, curb ramps, and catch basins.

**Lighting:**

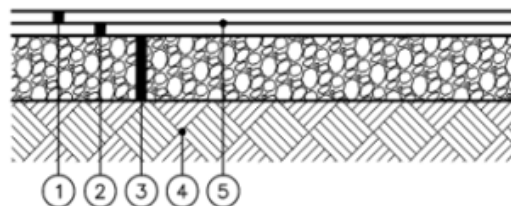
Shall use the City's standard residential post-top light pole and luminaire. A photometric plan showing adequate light coverage for all pedestrian and vehicular areas, maintaining a minimum 0.3 fc influence.

**Landscaping:**

Shall be in accordance with Section 1137 of the City's codified ordinances.

**Pavement:**

Shall be in accordance with the pavement section below.



**PARKING LOT PAVEMENT SECTION**

Not To Scale

- ① Item 441 – Asphalt Concrete Surface Course, Type 1, (448), PG 64–22, t=1.5"
- ② Item 301 – Asphalt Concrete Base, t=3"
- ③ Item 304 – Aggregate Base, t=6"
- ④ Item 204 – Subgrade Compaction
- ⑤ Item 407 – Non-Tracking Tack Coat (0.1Gal / SY)

**NOTE:**

All pavement materials shall conform to the latest edition of the City of Columbus Construction and Material Specifications together with the State of Ohio, Department of Transportation Construction and Material Specifications.



Date: 04/29/26  
Introduced By: Mr. Sturm  
Committee: Finance  
Originated By: Clerk  
Approved: Mr. Berry  
Emergency: 30 Days  
Current Expense: \_\_\_\_\_

No.: C-13-26  
First Reading: 05/04/26  
Public Notice:  
2nd Reading:  
Passed:      Rejected:  
Codified:      Code No:  
Passage Publication:

## RESOLUTION CR-13-26

### A RESOLUTION TO ACCEPT THE DONATION OF \$2,000.00 FOR PLANTINGS IN THE BEULAH PARK CONSERVATION EASEMENT AND THANK THE BERRY FAMILY FOR THEIR GENEROUS GIFT

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WHEREAS, as part of the Beulah Park Subdivision development, the 24-acre stream basin was put into a Conservation Easement; and

WHEREAS, the original development plan showed a bike path that would traverse along the stream basin connecting downtown Grove City with Westgrove and Breck Park; and

WHEREAS, Mr. Berry worked with the Mayor, Administration, and the Developer to have the 24-acre stream basin donated to the City, connecting the Town Center with Beulah Park and west to Breck Park. The donation of the stream basin connects over 80 acres of public land and parks; and

WHEREAS, Mr. Berry and his family have personally donated an initial \$10,000.00 to add plantings and other amenities to the Beulah Park Conservation Easement area; and

WHEREAS, it is desirable to phase in features to this area, such as various plantings, mowed paths, animal and bird habitats, and educational kiosks.

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

SECTION 1. The City hereby accepts the donation of \$2,000.00 from the Berry Family to be used to enhance the Conservation Easement in Beulah Park through plantings and other amenities.

SECTION 2. Sincere thanks are hereby expressed to Mr. Ted Berry and his family for this generous donation and his leadership in preserving this area and his commitment to making Grove City a sustainable community. Signage be placed in the conservation easement to recognize the Berry family.

SECTION 3. The City will work with Mr. Berry and his family to implement a landscape/planting plan, with amenities, that is acceptable to both parties.

SECTION 4. The resolution shall take effect at the earliest opportunity afforded by law.

\_\_\_\_\_  
Ted A. Berry, 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

