



GROVE CITY, OHIO - CITY COUNCIL Agenda

May 18, 2026

7:00 PM

Regular Meeting

Call to Order

Roll Call

Approval of Minutes

Welcome & Reading of Agenda

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. Second reading and public hearing.

Ordinance C-20-26 Accept the Plat of Hickory Creek, Section 2. First reading.

SAFETY:

Ordinance C-15-26 Enact Section 505.19 of the Codified Ordinances titled Chickens and Ducks and Amend Section 505.14 titled Animals Prohibited in the City; Exemptions. Second reading and public hearing.

FINANCE:

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. Second reading and public hearing.

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

Ordinance C-21-26 Authorize the Mayor and City Administrator to enter into an Agreement with the American Federation of State, County and Municipal Employees Local 1116, Ohio Council 8, AFL-CIO. First reading.

Resolution CR-14-26 Create the Community Grant Program.

Resolution CR-15-26 Appointing Members to the Beulah New Community Authority.

Call for New Business

Call for Dept. Reports & Closing Comments

Adjourn

ON FILE

Minutes of: 05-04-26 Council; 05-05-26 Plan. Comm.

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

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 in IND-1 – Light 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;

Page 2

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)



Date: 05/12/26
Introduced By: Mr. Holinga
Committee: Lands
Originated By: Plan Comm
Approved:
Emergency: 30 Days: X
Current Expense:

No.: C-20-26
1st Reading: 05-18-26
Public Notice: 05-19-26
2nd Reading: 06-01-26
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-20-26

AN ORDINANCE TO ACCEPT THE PLAT OF HICKORY CREEK, SECTION 2

WHEREAS, Hickory Creek, Section 2, a subdivision containing lots 30-60 inclusive, and Reserve "C" and Reserve "F", has been submitted to Council for their consideration.

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

SECTION 1. The Plat of Hickory Creek, Section 2, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 1383, being 11.698 acres out of that original 36 acre tract of land. Said 11.698 acres being part of a 36 acre tract of land conveyed to Homewood Corporation, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

SECTION 2. Easements, where indicated on the plat, are hereby accepted for operation and maintenance of public utility services including but not limited to water, sanitary sewers, electricity and telephone, and to companies providing cable television and cable signal transmission services and for storm water drainage systems for the construction, operation and maintenance of the facilities to provide such services and systems above and beneath the ground.

SECTION 3. 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

ITEM 1: 202603300012 – Hickory Creek Section 2 – Plat

Site Location

Orders Road and Hickory Creek Drive (PID 040-009246).

Proposal

A plat for 41 lots, two reserves and dedicated right-of-way.

Current Zoning

PUD-R (Planned Unit Development – Residential)

Future Land Use

Suburban living (low intensity)

Property Owner

Homewood Corporation

Property Incentives

None

Applicant/Representative

Alex Benson, CESO Inc.

Applicable Plans, Policies, and Code Section(s)

- Zoning Code section 1135.08
- GroveCity2050 Community Plan Future Land Use and Character Map

Public Input

None received.

Staff Recommendation

Approval as submitted.

Contents

	Page
1. Context Map	2
2. Analysis.....	3
3. Survey.....	3
4. Recommendation.....	4
5. Detailed History.....	4
6. Public Input.....	4

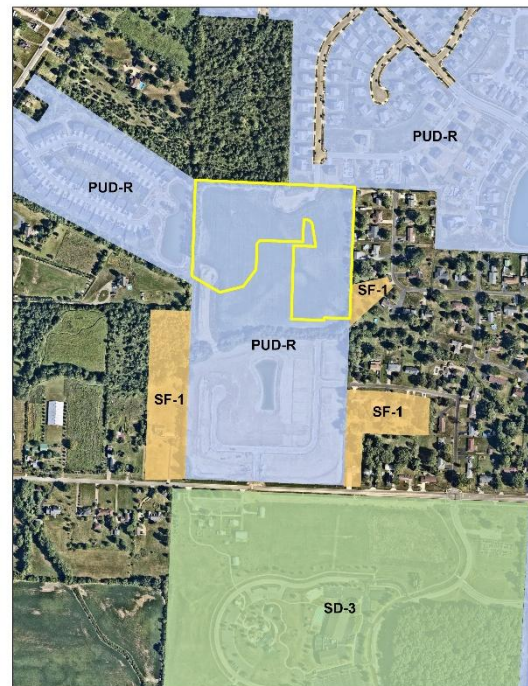
Case Manager

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

Summary

This application is a plat for Hickory Creek Section 2 containing 41 lots, two reserves and dedicated right-of-way on 11.69 acres.

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 Orders Road and Hickory Creek Drive (PID 040-009246).



202603300012
Hickory Creek Section 2
Plat
PID: 040-009246

0 75 150 300 450 600
Feet

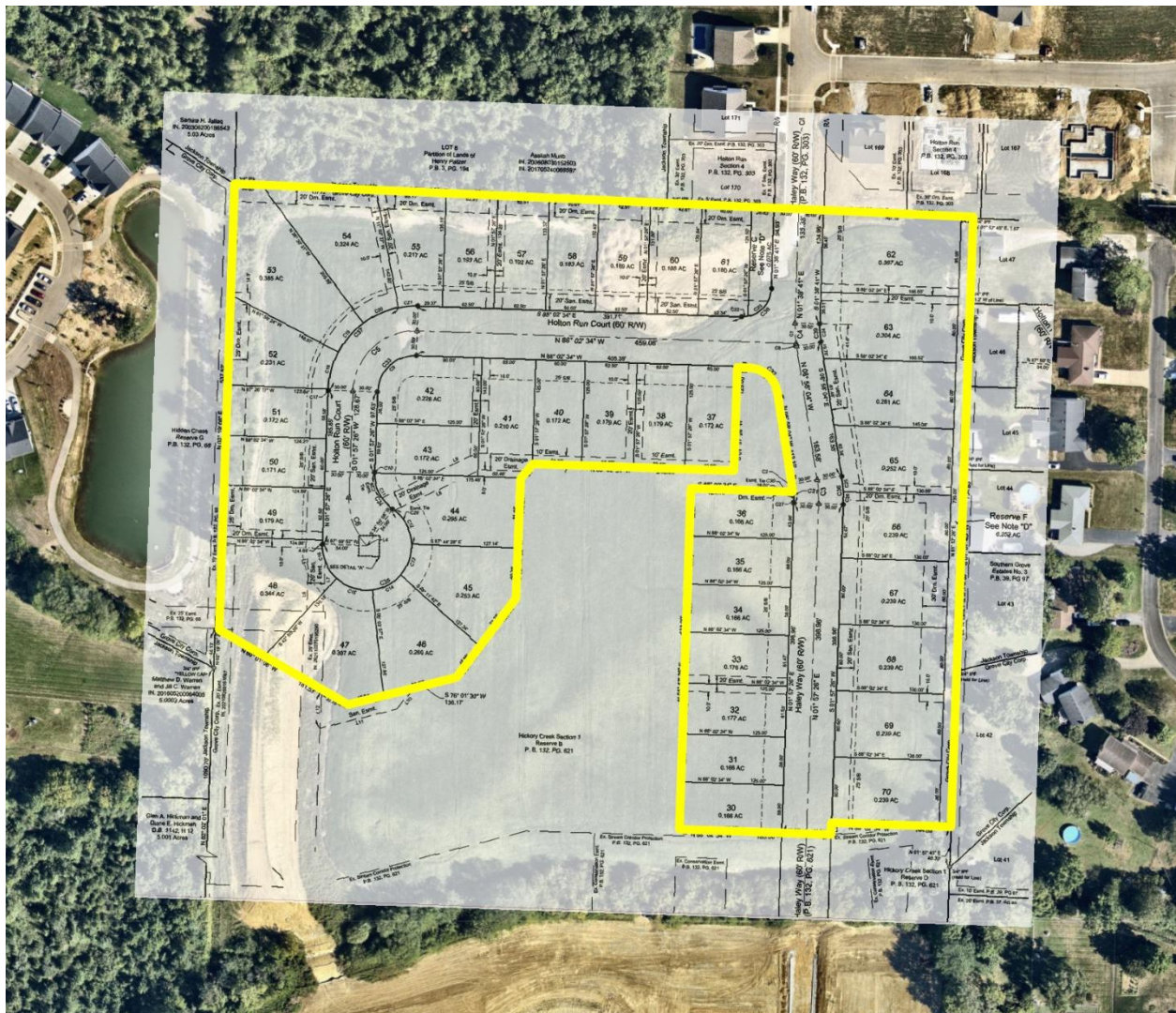


2. Analysis

The applicant is requesting approval of a plat for Hickory Creek Section 2. City Council approved the Development Plan for Hickory Creek in October 2022 with Resolution CR-55-22, and this plat will formalize the right-of-way and parcels shown on the Development Plan.

The plat includes 41 lots, two reserves, and right-of-way dedication for an extension of Haley Way, as well as a new road, Holton Run Court. All proposed lots meet the lot size requirement established in the approved zoning text for Hickory Creek. Additionally, the street layout and easements match what was shown on the approved Development Plan and construction plans. Reserve C, along Haley Way, which will contain a multi-use path, is to be owned by the City and maintained by the Homeowner's association.

3. Survey



4. Recommendation

After review and consideration, the Development Department recommends Planning Commission make a recommendation of approval to City Council for the plat as submitted.

5. Detailed History

2019

City Council approved the Rezoning to PUD-R for Hickory Creek at the October 17th meeting with Ordinance C-54-22.

City Council approved the Development Plan for Hickory Creek at the October 17th meeting with Resolution CR-55-22.

2024

City Council approved the plat for Hickory Creek Section 1 at the December 2nd 2024 meeting with Ordinance C-54-24.

6. Public Input

As of the time this report was issued, Staff has received no public input on the proposed application.



4035 Broadway
Grove City, OH 43123
614-277-3004
grovecityohio.gov

Received By:
Grove City Development
3/30/26

Grove City Planning Commission Plat Application

PROJECT / PROPERTY INFORMATION

PROJECT NAME: Hickory Creek Section 2

PROJECT LOCATION: Orders Road and Hickory Creek Drive
STREET ADDRESS (OR NEAREST INTERSECTION WITH DISTANCE AND DIRECTION)

PARCEL ID NUMBER: 040-009246 **ACREAGE AFFECTED BY THIS APPLICATION:** 11.698

EXISTING ZONING: PUD-R **EXISTING LAND USE:**

PROPOSED ZONING: PUD-R **PROPOSED LAND USE:** Single Family Residential

PROPERTY OWNER INFORMATION

Note: Property ownership information should reflect how the property is held in accordance with the Franklin County Auditor's Office.

Homewood Corporation 3435 Stelzer Rd. Ste. 1SC Columbus, OH 43219

Name Address City, State, Zip

614-818-4680 bholmes@homewoodcorp.com

Phone Fax Email

APPLICANT INFORMATION

Note: The applicant is the person(s) or entity seeking approval of this application.

Alex Benson Project Manager CESO Inc

Name Title Company / Organization

2800 Corporate Exchange Dr. Suite 400 Columbus, OH 43231

Address City, State, Zip

330-324-3343 alex.benson@cesoinc.com

Phone Fax Email

AUTHORIZED REPRESENTATIVE

Check box if same as Applicant ☐

Note: The authorized representative is the person(s) or entity representing the applicant. As the authorized representative you must have the legal authority to speak, represent and make commitments on behalf of the applicant. The City does not take any responsibility for the lack of communication between the authorized representative, applicant or related parties.

Name Title Company / Organization

Address City, State, Zip

Phone Fax Email

Relationship to the Applicant: (e.g. legal counsel, engineer, architect, land planner, contractor, etc.)

FOR OFFICE USE ONLY

DATE RECEIVED:	RECEIVED BY:	PAYMENT AMOUNT:
TENTATIVE PC MEETING DATE:	PC RECOMMENDATION:	CHECK NUMBER:
PROJECT ID NUMBER:	CITY'S REVIEW ENGINEER:	CITY'S PLAN REVIEW ENGINEER:
PLANNER IN CHARGE:		

ADDITIONAL PROJECT INFORMATION

PROJECT NAME: Hickory Creek Section 2

DEVELOPMENT TYPE: Commercial Retail ☐ Commercial Office ☐ Residential ☒ Industrial ☐ Mixed ☐ Other ☐

ACREAGE DISTURBED: 11.698 TOTAL FLOOR AREA: _____

NUMBER OF BUILDINGS: 41 BUILDING HEIGHT: _____

ESTIMATED NUMBER OF PERMANENT JOBS CREATED (IF APPLICABLE): _____

ESTIMATED VALUATION OF BUILDING IMPROVEMENTS: _____ ESTIMATED VALUATION OF SITE IMPROVEMENTS: _____

PROPERTY OWNER AUTHORIZATION OF APPLICANT SUBMITTAL AND SITE VISIT(S)

I BARRY HOLMES, the current property owner hereby authorize the applicant ALEX BENSON OF CESO to submit this application. I agree to be bound by all representations and agreements made by the applicant and/or their authorized representative.

Additionally, as the current property owner, knowing that site visits to the property may be necessary, I hereby authorize City representatives to enter, photograph and post notices on the property described in this application.

Signature of Current Property Owner: [Signature] Date: 3-30-2026

STATE OF OHIO, COUNTY OF FRANKLIN

The above individual(s), being first duly sworn, deposes on oath and says that he/she has read the foregoing affidavit subscribed by him/her, knows the contents thereof, and that the statements therein are true.

SUBSCRIBED AND SWORN TO before me this 30 day of March, 2026.
Candice Burns
 Official Seal and Signature of Notary Public



CANDICE BURNS
 Notary Public
 State of Ohio
 My Comm. Expires
 April 28, 2030

APPLICANT'S / AUTHORIZED REPRESENTATIVE'S AFFIDAVIT

I Alex Benson, the applicant or authorized representative, have read and understand the contents of this application. The information contained in this application, attached exhibits and other information submitted is complete and in all respects true and correct, to the best of my knowledge and belief.

Signature of Applicant or Authorized Representative: [Signature] Date: 3/27/20

STATE OF OHIO, COUNTY OF FRANKLIN

The above individual(s), being first duly sworn, deposes on oath and says that he/she has read the foregoing affidavit subscribed by him/her, knows the contents thereof, and that the statements therein are true.

SUBSCRIBED AND SWORN TO before me this 27th day of March, 2026.
[Signature]
 Official Seal and Signature of Notary Public



ANDREAS CHEVALIER
 Notary Public
 State of Ohio
 My Comm. Expires
 May 10, 2027

SUBMITTAL REQUIREMENTS

Instructions: All blanks/boxes must be completed or checked in order for the application submittal to be considered complete. The engineering review fee is calculated in accordance with the City's [Fee Recovery Policy](#). The submittal shall include the required number of copies (properly folded and collated) and contain all required supplementary documentation. Submitted materials shall be accurate, measurable and shall address all required checklist items contained within the attached supplemental requirements.

Application Processing Fee:	\$	50.00
Engineering Review Fee:	\$	_____
Planning Review Fee:	\$	_____
Total Submittal Fee:	\$	_____

GROVECITY2050 GUIDING PRINCIPLES

In January 2018, the City of Grove City adopted the [GroveCity2050 Community Plan](#) to update the City's plans and policies to proactively shape where and how the community will grow. The Plan contains specific goals, objectives and actions to guide development in Grove City as well as five (5) guiding principles. All applications submitted for Planning Commission will be reviewed based on the following principles:

1. The City's small-town character shall be preserved while continuing to bring additional employment opportunities, residents and amenities to the community.
2. Quality design shall be emphasized for all uses to create an attractive and distinctive public and private realm.
3. Places shall be connected to improve the function of the street network and create safe opportunities to walk, bike and access public transportation throughout the community.
4. Future development shall preserve, protect and enhance the City's natural and built character through sustainable practices, prioritizing parks and open space and emphasizing historic preservation.
5. Development shall provide the City with a net fiscal benefit.



THE CITY OF GROVE CITY
SUBMITTAL REQUIREMENTS: PLAT APPROVAL



PLEASE CONTACT STAFF FOR A LINK TO SUBMIT THE FOLLOWING ELECTRONIC FILES FOR INITIAL STAFF REVIEW:

- ☐ One signed and notarized application
- ☐ Appropriate fee (\$50 plus applicable engineering fees – see [Fee Recovery Policy](#)) – **Please note that either cash, checks or credit card payments will be accepted. For credit card payments call 614-277-3004.**
- ☐ A project narrative describing the nature of the project
- ☐ A plat of the property
- ☐ Signature Block as follows:

Mayor	_____
Planning Commission Chair	_____
City Engineer	_____
Director of Public Service	_____

- ☐ Signature Block, with space for ordinance number, signature and certification of the Clerk of Council as to the approval and acceptance by City Council:

Approved and accepted by Ordinance Number _____, passed this day of _____, _____, wherein all areas shown dedicated hereon are accepted by the Council of the City of Grove City. Clerk of Council _____
--

- ☐ The purpose of all easements (drainage, utility, cross-access, etc.) and parties being granted rights to said easements (City of Grove City, AEP, etc.) shall be noted

NOTE: One (1) paper copy (8 1/2 x 11) of all final materials being presented to Planning Commission will be required, as well as one 24 x 36 copy of all plan sheets, if applicable.

For additional information, contact the Grove City Development Department at 614-277-3004 or visit our website at www.grovecityohio.gov/development.

**Grove City Planning Commission
Meeting and Deadline Schedule
2026**

Planning Commission		City Council	
Planning Commission Application Filing Deadline	Planning Commission Meeting Date	Tentative City Council Meeting Date*	
December 3, 2025	January 6, 2026	1st Reading	January 20, 2026
		2nd Reading	February 2, 2026
December 31, 2025	February 3, 2026	1st Reading	February 17, 2026
		2nd Reading	March 2, 2026
January 28, 2026	March 3, 2026	1st Reading	March 16, 2026
		2nd Reading	April 6, 2026
March 4, 2026	April 7, 2026	1st Reading	April 20, 2026
		2nd Reading	May 4, 2026
April 1, 2026	May 5, 2026	1st Reading	May 18, 2026
		2nd Reading	June 1, 2026
April 29, 2026	June 2, 2026	1st Reading	June 15, 2026
		2nd Reading	July 6, 2026
June 3, 2026	July 7, 2026	1st Reading	July 20, 2026
		2nd Reading	August 3, 2026
July 1, 2026	August 4, 2026	1st Reading	August 17, 2026
		2nd Reading	September 8, 2026
August 5, 2026	September 8, 2026	1st Reading	September 21, 2026
		2nd Reading	October 5, 2026
September 2, 2026	October 6, 2026	1st Reading	October 19, 2026
		2nd Reading	November 2, 2026
September 30, 2026	November 3, 2026	1st Reading	November 16, 2026
		2nd Reading	December 7, 2026
November 4, 2026	December 8, 2026	1st Reading	December 21, 2026
		2nd Reading	January 4, 2027

* Time frames for approval vary based on application type. See approval timelines below for more detail.

- Lot Split applications are approved by Planning Commission and do not require City Council approval.
- Certificate of Appropriateness, Development Plan, and Preliminary Development Plan applications are approved by Resolution and require one reading by City Council.
- Plat and Special Use Permit applications are approved by Ordinance and require two readings by City Council. A 30 day effective period is required after approval.
- Rezoning applications are approved by Ordinance and require two readings by City Council. A 30 day notification period is required between readings and a 30 day effective period is required after approval.

Additional Notes:

1. Planning Commission meetings are held in Council Chambers of City Hall at 1:30 p.m. on the first Tuesday following the first Monday of each month unless otherwise noted.
2. The complete application packet should be submitted no later than 4:00 p.m. on the filing date. INCOMPLETE ITEMS WILL NOT BE ACCEPTED FOR REVIEW.
3. Applications shall be submitted to the Grove City Development Department located on the first floor of City Hall, 4035 Broadway, Grove City, Ohio.

Please contact the Development Department for further information at 614-277-3004 or visit our website at www.grovecityohio.gov/development.

Revised 10/22/25

HICKORY CREEK SECTION 2
STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GROVE CITY,
VIRGINIA MILITARY SURVEY NO. 1383

SITUATED IN THE CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO, AND LOCATED IN VIRGINIA MILITARY SURVEY NUMBER 1383, BEING 11.698 ACRES ALL OUT OF THAT ORIGINAL 36 ACRE TRACT OF LAND, AS CONVEYED TO HOMEWOOD CORPORATION, OF RECORD IN INSTRUMENT NUMBER 200908040113908. ALL REFERENCE'S REFER TO THE RECORDS OF THE RECORDER'S OFFICE, FRANKLIN COUNTY OHIO.

THE UNDERSIGNED, HOMEWOOD CORPORATION, OWNER OF THE LANDS PLATTED HEREIN, DULY AUTHORIZED IN THE PREMISES, DOES HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS ITS "HICKORY CREEK SECTION 2", A SUBDIVISION CONTAINING LOTS NUMBERED 30-70, RESERVE "C" AND RESERVE "F" INCLUSIVE, AND DOES HEREBY ACCEPT THIS PLAT AND DEDICATES TO PUBLIC USE, AS SUCH, ALL OF HALEY WAY AND HOLTON RUN COURT SHOWN HEREON AND NOT HERETOFORE DEDICATED.

EASEMENTS, WITHIN THOSE AREAS DESIGNATED AS "DRAINAGE EASEMENT" (DRAINAGE ESMT.), "EASEMENT" (ESMT.), "SANITARY EASEMENT" (SAN ESMT.), ON THIS PLAT, ARE HEREBY GRANTED TO THE CITY OF GROVE CITY, OHIO, THEIR SUCCESSORS AND ASSIGNS. EACH OF THE AFOREMENTIONED DESIGNATED EASEMENTS PERMIT THE CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC AND QUASI PUBLIC UTILITIES, ABOVE, BENEATH AND ON THE SURFACE OF THE GROUND, AND WHERE NECESSARY, ARE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS AND LANDS AND FOR STORM WATER DRAINAGE. WITHIN AREAS DESIGNATED "DRAINAGE EASEMENT" ON THIS PLAT, AN ADDITIONAL EASEMENT IS HEREBY GRANTED TO THE CITY OF GROVE CITY, OHIO, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF CONSTRUCTION, USING AND MAINTAINING STORM WATER DRAINAGE SWALES AND OR OTHER STORM WATER DRAINAGE FACILITIES. EXCEPT AS PROVIDED FOR IN THE DEVELOPER'S OVERALL SCHEME FOR THE DEVELOPMENT, NO ABOVE GRADE STRUCTURES, DAMS OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PERMITTED WITHIN DRAINAGE EASEMENT AREAS AS DELINEATED ON THIS PLAT.

THE EASEMENTS SHOWN HEREON OUTSIDE THE PLATTED AREA ARE WITHIN SAID ORIGINAL 36 ACRE TRACT OF LAND, OWNED BY HOMEWOOD CORPORATION, OF RECORD IN INSTRUMENT NUMBER 200908040113908 AND ARE RESERVED FOR THE PURPOSES STATED IN THE FOREGOING "EASEMENTS" PARAGRAPH.

IN WITNESS WHEREOF, BERRY HOLMES, PRESIDENT, HAS CAUSED THIS PLAT TO BE EXECUTED BY THIS DULY AUTHORIZED OFFICE.

THIS ____ DAY OF _____, _____.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

HOMEWOOD CORPORATION

BY: _____
BERRY HOLMES
PRESIDENT

STATE OF OHIO
COUNTY OF FRANKLIN:

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED BERRY HOLMES, PRESIDENT, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED OF SAID HOMEWOOD CORPORATION, FOR THE USES AND PURPOSES EXPRESSED THEREIN.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL

THIS _____ DAY OF _____, NOTARY PUBLIC WITH SEAL

MY COMMISSION EXPIRES _____, _____

APPROVED THIS ____ DAY OF _____ 20__

MAYOR, GROVE CITY, OHIO

APPROVED THIS ____ DAY OF _____ 20__

CHAIRPERSON, PLANNING COMMISSION, GROVE CITY, OHIO

APPROVED THIS ____ DAY OF _____ 20__

CITY ENGINEER, GROVE CITY, OHIO

APPROVED THIS ____ DAY OF _____ 20__

DIRECTOR OF PUBLIC SERVICE, GROVE CITY, OHIO

APPROVED AND ACCEPTED BY ORDINANCE No. _____, PASSED THIS DAY OF _____.
WHEREIN THE PLAT OF HICKORY CREEK SECTION 2 AND WHEREIN ALL OF HALEY WAY AND HOLTON RUN COURT SHOWN DEDICATED HEREON ARE ACCEPTED BY THE COUNCIL OF THE CITY OF GROVE CITY.

CLERK OF COUNCIL, GROVE CITY, OHIO

TRANSFERRED THIS ____ DAY OF _____, ____

AUDITOR, FRANKLIN COUNTY OHIO

DEPUTY AUDITOR, FRANKLIN COUNTY OHIO

FILED FOR RECORD THIS ____ DAY OF _____, ____

RECORDER, FRANKLIN COUNTY OHIO

AT _____, FEE _____

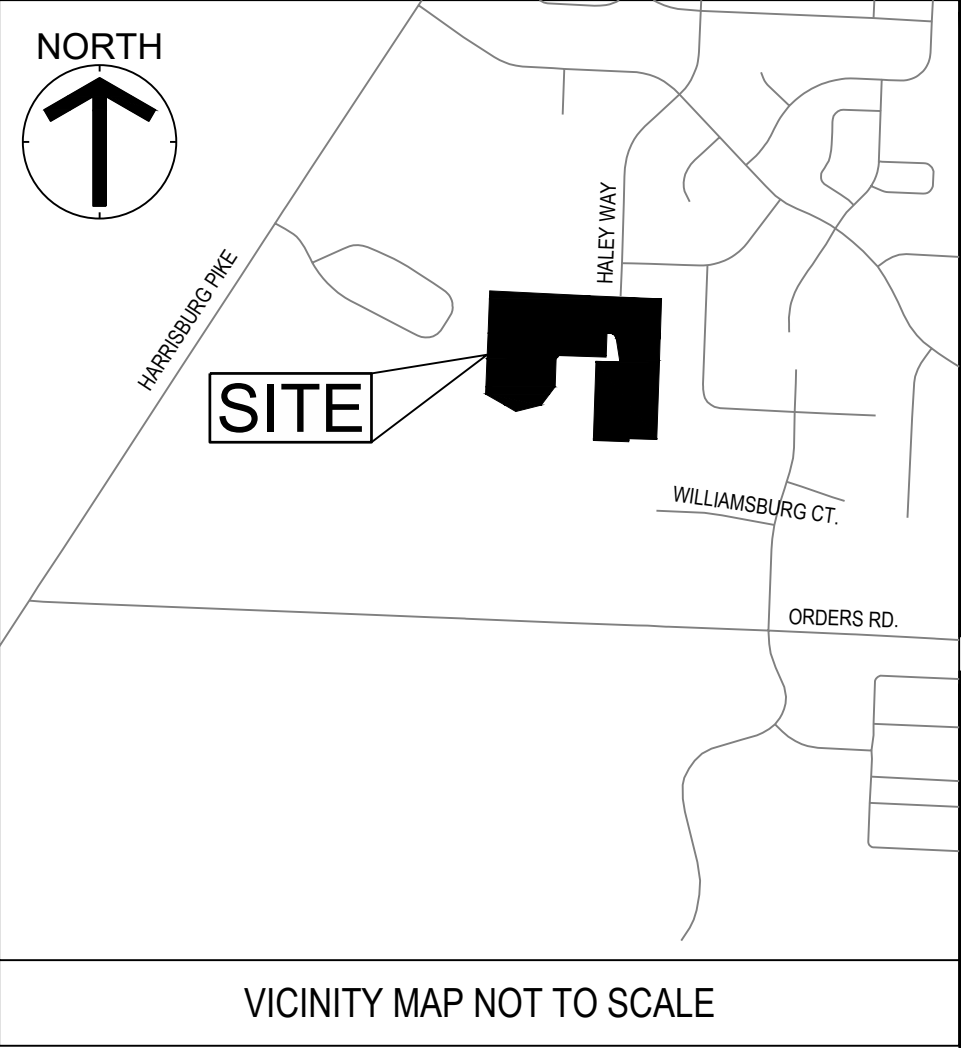
AT _____, FEE _____

DEPUTY RECORDER, FRANKLIN COUNTY OHIO

FILE No. _____

PLAT BOOK _____, PAGE _____

Received By:
Grove City Development
4/21/26



CESO
WWW.CESOINC.COM

2800 Corporate Exchange Dr., Suite 400
Columbus, OH 43221
Phone: 614.794.7080 Fax: 614.794.7081

PLAT NOTES

PLAT NOTES WITH REGARD TO HICKORY CREEK SECTION 2 ARE LOCATED ON PAGE 2 OF 2.

BASIS OF BEARING

BEARINGS ARE BASED ON THE CENTERLINE OF ORDERS ROAD AS BEING SOUTH 87°35'57" EAST, AS DETERMINED BY GPS OBSERVATIONS UTILIZING THE OHIO DEPARTMENT OF TRANSPORTATION RTN SYSTEM. NAD83 (2011), OHIO STATE PLANE SOUTH ZONE.

SOURCE OF DATA

THE SOURCES OF RECORDED SURVEY DATA REFERENCED IN THE PLAN AND TEXT OF THIS PLAT ARE THE RECORDS OF THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

CESO IRON PIN LEGEND

- ⊙ IRON PIN FOUND AS DESCRIBED
- IRON PIN SET (5/8"x30" REBAR W/ CESO INC CAP)
- ▲ MAG NAIL SET
- PERMANENT MARKER SET (1"x30" REBAR W/ ALUMINUM CESO INC CAP)

CERTIFICATION

WE DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ATTACHED PREMISES, PREPARED THE ATTACHED PLAT, AND THAT SAID PLAT IS CORRECT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

SEAN T. BROOKS, P.S.
OHIO P.S. NO. 8828
3601 RIGBY ROAD, SUITE 300,
MIAMISBURG, OHIO 45342

DATE:

Revisions / Submissions

ID	Description	Date
----	-------------	------

Project Number:	762660
Scale:	N/A
Drawn By:	APC
Checked By:	ALB
Date:	4/21/2026
Issue:	N/A

Drawing Title:

PLAT

1

HICKORY CREEK
SECTION 2
STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GROVE CITY
V.M.S NO. 1383



2800 Corporate Exchange Dr., Suite 400
Columbus, OH 43231
Phone: 614.794.7080 Fax: 888.208.4826

SECTION 2

V.M.S NO.1383

CURVE TABLE				
Curve	Delta	Radius	Arc Length	Chord
C1	79° 04' 30"	35.00'	48.30'	N48° 30' 19"W, 44.56'
C2	4° 12' 28"	120.00'	8.81'	N6° 51' 50"W, 8.81'
C3	10° 55' 30"	150.00'	28.60'	N3° 30' 19"W, 28.56'
C4	10° 36' 45"	150.00'	27.78'	N3° 39' 42"W, 27.74'
C5	90° 00' 00"	75.00'	117.81'	S46° 57' 26"W, 106.07'
C6	45° 00' 00"	80.00'	62.83'	S20° 32' 34"E, 61.23'
C7	9° 24' 05"	150.00'	24.61'	S3° 03' 22"E, 24.59'
C8	1° 12' 40"	150.00'	3.17'	N8° 21' 44"W, 3.17'
C9	90° 00' 00"	45.00'	70.69'	S46° 57' 26"W, 63.64'
C10	0° 25' 02"	51.00'	0.37'	S1° 44' 55"W, 0.37'
C11	56° 42' 16"	51.00'	50.47'	S26° 48' 44"E, 48.44'
C12	53° 18' 17"	54.00'	50.24'	S28° 30' 44"E, 48.45'
C13	42° 57' 02"	54.00'	40.48'	S19° 36' 56"W, 39.54'
C14	41° 47' 12"	54.00'	39.38'	S61° 59' 03"W, 38.52'
C15	50° 03' 20"	54.00'	47.18'	N72° 05' 42"W, 45.69'
C16	49° 04' 10"	54.00'	46.25'	N22° 31' 57"W, 44.85'
C17	0° 36' 17"	105.00'	1.11'	N2° 15' 34"E, 1.11'
C18	25° 27' 53"	105.00'	46.67'	N15° 17' 39"E, 46.28'
C19	25° 27' 53"	105.00'	46.67'	N40° 45' 33"E, 46.28'
C20	25° 27' 53"	105.00'	46.67'	N66° 13' 26"E, 46.28'
C21	13° 00' 03"	105.00'	23.83'	N85° 27' 24"E, 23.77'
C22	12° 38' 11"	35.00'	7.72'	N85° 38' 20"E, 7.70'
C23	77° 40' 34"	35.00'	47.45'	N40° 28' 58"E, 43.90'
C24	10° 36' 45"	120.00'	22.23'	S3° 39' 42"E, 22.20'
C25	6° 02' 24"	180.00'	18.98'	S5° 56' 52"E, 18.97'
C26	4° 53' 06"	180.00'	15.35'	S0° 29' 07"E, 15.34'
C27	6° 43' 02"	120.00'	14.07'	S1° 24' 05"E, 14.06'
C28	35° 53' 25"	51.00'	31.95'	S16° 24' 18"E, 31.43'
C29	50° 07' 31"	54.00'	47.24'	S26° 55' 20"E, 45.75'
C30	3° 55' 44"	120.00'	8.23'	S2° 47' 44"E, 8.23'
C31	10° 55' 30"	120.00'	22.88'	N3° 30' 19"W, 22.85'
C32	79° 04' 30"	35.00'	48.30'	N48° 30' 19"W, 44.56'
C33	90° 00' 00"	45.00'	70.69'	S46° 57' 26"W, 63.64'
C34	57° 07' 18"	51.00'	50.85'	S26° 36' 13"E, 48.77'
C35	237° 04' 36"	54.00'	223.44'	S63° 22' 26"W, 94.88'
C36	10° 55' 30"	180.00'	34.32'	S3° 30' 19"E, 34.27'
C37	90° 00' 00"	105.00'	164.93'	N46° 57' 26"E, 148.49'
C38	90° 18' 45"	35.00'	55.17'	N46° 48' 03"E, 49.63'
C39	10° 36' 45"	120.00'	22.23'	S3° 39' 42"E, 22.20'

CESO IRON PIN LEGEND

⊙ IRON PIN FOUND AS DESCRIBED

⊙ IRON PIN SET (5/8"x30" REBAR W/ CESO INC CAP)

▲ MAG NAIL SET

⊙ PERMANENT MARKER SET (1"x30" REBAR W/ ALUMINUM CESO INC CAP)

CESO LEGEND

S/B SETBACK



NOTE "A": THE 11.698 ACRE TRACT OF LAND SHOWN HEREIN IS LOCATED IN ZONE "X" AS SHOWN ON THE FLOOD INSURANCE RATE MAP OF THE COUNTY OF FRANKLIN, OHIO COMMUNITY PANEL NO. 39049C0401K.

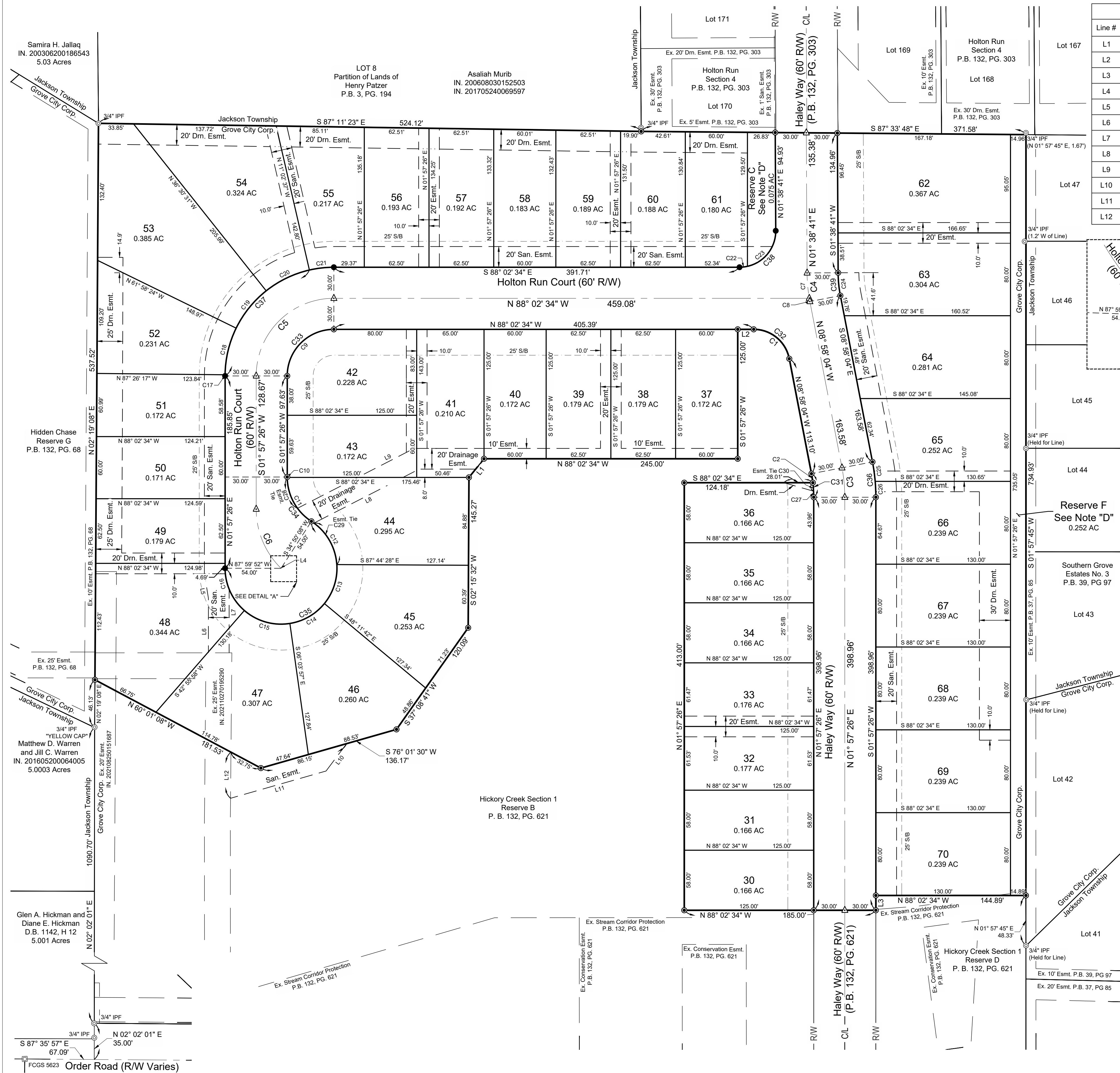
NOTE "B" ACREAGE BREAKDOWN:

ACREAGE IN R/W	2.214 ACRES
ACREAGE IN RESERVE "C"	0.075 ACRES
ACREAGE IN RESERVE "F"	0.252 ACRES
ACREAGE IN REMAINING LOTS	9.157 ACRES
TOTAL ACREAGE	11.698 ACRES
ACREAGE IN PID 040-009246	11.698 ACRES

"HICKORY CREEK SECTION 2" BEING ALL OUT OF FRANKLIN COUNTY PARCEL NUMBER: PID: 040-009246

NOTE "C": AT THE TIME OF PLACING ELECTRIC, CABLE AND TELEPHONE SERVICE PROVIDERS HAVE NOT ISSUED INFORMATION REQUIRED SO THAT EASEMENT AREAS, IN ADDITION TO THOSE SHOWN ON THIS PLAT AS DEEMED NECESSARY BY THESE PROVIDERS FOR THE INSTALLATION AND MAINTENANCE OF ALL OF THEIR MAIN LINE FACILITIES, COULD CONVENIENTLY BE SHOWN ON THIS PLAT. EXISTING RECORDED EASEMENT INFORMATION ABOUT "HICKORY CREEK SECTION 2" OR ANY PART THEREOF CAN BE ACQUIRED BY A COMPETENT EXAMINATION OF THE THEN CURRENT PUBLIC RECORDS, INCLUDING THOSE IN THE FRANKLIN COUNTY RECORDER'S OFFICE.

NOTE D: RESERVE "C" AS DESIGNATED AND DELINEATED HEREON, IS TO BE OWNED AND MAINTAINED BY A HOMEOWNERS ASSOCIATION COMPRISED OF THE FEE SIMPLE LOTS AS DELINEATED IN "HICKORY CREEK" SUBDIVISION FOR THE PURPOSE OF OPEN SPACE, RECREATION AND STORM WATER CONTROL AND MAINTENANCE. RESERVE "C" AS DESIGNATED AND DELINEATED HEREON IS TO BE OWNED BY THE CITY OF GROVE CITY AND MAINTAINED BY A HOMEOWNERS ASSOCIATION COMPRISED OF THE FEE SIMPLE LOTS AS DELINEATED IN "HICKORY CREEK" SUBDIVISION FOR THE PURPOSE OF OPEN SPACE.



April 21, 2026

The City of Grove City
4035 Broadway
Grove City, Ohio 43123
Attn: Dashiell Logan

RE: Hickory Creek Section 2 Plat (#202603300012)

Dashiell Logan:

We are in receipt of your section 2 plat drawing review dated 4/14/2026 for the above-referenced project, to which we provide the following responses. Your comments are reiterated below with corresponding responses for each. Please review these responses, along with revised plat drawings at your earliest opportunity.

- 1) Provide a project narrative describing the proposed plat.
Response: Hickory Creek Section 2 consists of 41 buildable lots and public roadways. The parcel being subdivided is out of PID: 040-009246-00 and the total platted area is 11.698 acres all out of land currently owned by Homewood Corporation.
 - 2) Reserve C should be owned by the City and maintained by the homeowner's association, as there is an asphalt path shown within this reserve on the construction plans. These ownership and maintenance designations are identical to that of the reserves in section 1 that contain multi-use paths.
Response: Revised note "D" to include similar verbiage used in section 1.
 - 3) Easements shown on the plat should match what is included in the approved construction plans:
 - While the easement between lots 54 and 55 is a sanitary easement, the easement behind lots 53 and 54 should be a drainage easement to match construction plans.
 - The easements behind lots 66-68 should be a drainage easement
 - The easement on lot 36 should be a drainage easement.**Response:** Easements listed have been updated accordingly.
 - 4) Verify recording callouts are correct:
 - The Holton Run Section 4 callouts and easements should reference P.B. 132, PG. 303.
 - The Hickory Creek Section 1 callout should reference P.B 132, PG 62.
 - The Haley Way (60' R/W), conservation easements and stream corridor protection callouts should reference P.B. 132, P.G. 62.**Response:** Callouts have been updated accordingly with the exception of Hickory Creek Section 1. The recording information for this plat is Plat Book 132, Page 621.
-
- 1) Add adjacent property owner information for the property at the northeast corner of the site (Parcel ID 160-000160).
Response: Added property owner information for this parcel.
 - 2) Add Curve C36 to the curve table.
Response: There isn't a C36, C40 was updated to C36.
 - 3) Update the easement language on the cover sheet to remove the reference to a conservation easement, as there are none proposed with this section.
Response: Removed conservation easement language from the cover sheet easement paragraph statement.

- 4) Verify the correct name is included for Homewood Corporation for signatures on the cover page.

Response: Signatures have been updated accordingly.

We greatly appreciate your partnership through your prompt review of these responses and for working with us.

Should you have any further questions, please do not hesitate to contact me.

Respectfully,

Alex Benson
Project Manager
alex.benson@cesoinc.com
(330) 324-3343

Date: 04-14-26
Introduced By: Ms. Burroughs
Committee: Safety
Originated By: Mr. Berry
Approved:
Emergency: 30 Days: x
Current Expense:

No.: C-15-26
1st Reading: 04/20/26
Public Notice: 04/21/26
2nd Reading: 05/18/26
Passed: Rejected:
Codified: Code No:
Passage Publication:

AMENDED ORDINANCE C-15-26

AN ORDINANCE TO ENACT SECTION 505.19 OF THE CODIFIED ORDINANCES TITLED CHICKENS ~~AND DUCKS~~ AND AMEND SECTION 505.14 TITLED ANIMALS PROHIBITED IN THE CITY; EXCEPTIONS

WHEREAS, many residents desire to raise backyard chickens for fresh eggs, sustainability, and as pets; and

WHEREAS, backyard chickens can help reduce food waste by consuming food scraps and contribute to local food security during egg shortages, while also providing residents with a self-sustaining source of fresh eggs and protein; and

WHEREAS, surrounding municipalities have successfully implemented backyard chicken programs with reasonable regulations to protect public health and safety.

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

SECTION 1. Section 505.19 is hereby enacted as follows:

505.19 CHICKENS ~~AND DUCKS~~.

(A) Notwithstanding other provisions in the City Code, chickens ~~and/or ducks~~ may be kept within the City in any residential district subject to the following rules and conditions.

(B) Restrictions

- (1) Chickens ~~and ducks~~ are only permitted on residential lots that exceed 21,780 square feet (0.5 acres).
 - (a) Each household in the City may keep up to a total of six (6) chickens ~~or ducks or a combination thereof~~, on a residential lot at any one time.
 - (b) Only ~~ducks and~~ female chickens, aka hens, may be kept in the City. Males, aka roosters, are not allowed at any time.
 - (c) A “cockerel” (young male domestic chicken, typically under one year old) is permitted for the purpose of 4H and FFA county/state fair shows and meat production, until the Cockerel’s reaches 17 weeks old. The purpose of this provision is to prevent crowing resulting in neighbor disturbance.
- (2) No chickens ~~or ducks~~ may be slaughtered on any residential property in the City.
- (3) Chicken ~~and duck~~ feed must be kept in a rodent- and predator-proof container. Property must be kept free and clear of feed, so as not to attract rodents.
- (4) For purposes of this section, chickens ~~and ducks~~ must be kept, raised, or used in any

manner related to personal or household use, such as for personal consumption, education, or to maintain such animals as pets. Chickens ~~and ducks~~ may not be kept, raised or used for commercial purposes, including but not limited to the sale of chickens/~~ducks~~ or eggs or to convey the same for profit.

(C) Habitat

- (1) Chickens ~~and ducks~~ may only be maintained outdoors in a predator-proof house, coop, or other structure that is thoroughly ventilated, of sufficient size to permit free movement of the fowl, designed to be easily accessed, cleaned, and maintained by the owner, and be at least two square feet in size for each chicken ~~and/or duck~~ **with up to a maximum size of 50 sq. ft of indoor space and 60 square feet of containment area.**
- (2) All such structures are herein defined as “habitat” or “habitat structure” and shall be considered accessory structures as defined elsewhere in this Code. A permit for this and all other accessory structures shall be required as set for in Section 1137.08(g).
- (3) In addition to the other conditions and restrictions applicable to accessory structures, any structure housing chickens ~~and/or ducks~~ must not be visible from the street or any public place and must be screened from abutting properties by either a privacy fence, wall, or opaque landscaping as permitted in the City to provide reasonable and appropriate cover to reduce, lessen, or obscure the visual impact of the structure.
- (4) Any habitat structure must be located a minimum of ~~15~~ **20** feet from any property line and must be located at least ~~75~~ **100** feet from a dwelling on another parcel.
- (5) Chickens ~~and/or ducks~~ shall be enclosed within the habitat structure at night from sunset to sunrise. If chickens ~~and/or ducks~~ are allowed by the owner to be outside of the structure from sunrise to sunset, the chickens ~~and/or ducks~~ must be contained within an area that is fenced or surrounded by other barriers (“containment area”) so as to prevent access to the chickens ~~and/or ducks~~ by dogs or other predators, and to prevent chickens ~~and/or ducks~~ from travelling outside of the containment area.
- (6) All areas in and around the habitat structure must be maintained in a clean, safe, sanitary and orderly manner for the health and welfare of the chickens ~~and ducks~~ as well as all other animals and persons. No part of the structure or surrounding area shall constitute a nuisance. In addition to the provisions and remedies set forth in the Property Maintenance Code, no person shall allow the chickens/~~ducks~~ or the habitat to be a nuisance, including but not limited to allowing noxious odors or any noise of a loud or persistent and habitual nature.

(D) Permits

- (1) No person shall keep a chicken ~~and/or duck~~ without a permit issued by the City. The Chief Building and Zoning Official has the authority to consider all such permit applications as well as revocations of any such permit. Applications for a permit shall be made in writing and submitted to the Chief Building and Zoning Official for approval.
- (2) Any person submitting an application for a permit under this section shall consent to an inspection by the City of the property where the chickens ~~and/or ducks~~ will be kept.
- (3) If the City becomes aware of a possible violation on the property subject to a permit under this section, the Chief Building and Zoning Official shall be permitted to inspect the property at any reasonable time after written notice to the occupants of the subject property is given, to determine whether or not a violation exists. If the Chief Building and Zoning Official determines that a violation of the City Ordinances exists, the property owner shall be notified to bring the property into compliance within a reasonable amount of time as determined by the Chief Building and Zoning Official. If the property is not brought into compliance within the time allotted, the permit shall be

automatically revoked.

(E) Fee. A fee of \$100 ~~25.00~~ shall be due with the application **and shall be effective for one (1) year. Renewal of said permit is required each year with a fee of \$25.00.** ~~unless proof is provided that this is for a 4H or FFA project then the fee shall be \$25.00.~~

(F) Penalty.

- (1) Whoever violates this section is guilty of a minor misdemeanor for the first offense; guilty of a misdemeanor of the fourth degree for any subsequent offense. Upon conviction of any provisions of this Section, the permit shall be revoked and the chickens and/or ducks shall be removed from the premises. Each day the violation exists constitutes a separate violation.
- (2) A new permit may not be issued for a residence where a permit has been revoked for two (2) years from the date of the last offense.

SECTION 2. Section 505.14(a) is hereby amended as follows:

505.14 ANIMALS PROHIBITED IN THE CITY; EXCEPTIONS.

(a) No person shall keep any hog, pig, horse, mule, cow, goat, sheep or any member of the equidae family, the bovidae family, or the suidae family, or any fowl or poultry **unless permitted under Section 505.19,** in any pen, yard, lot or other enclosure situated within the City.

SECTION 3. 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

Date: 04-14-26
Introduced By: Ms. Burroughs
Committee: Safety
Originated By: Mr. Berry
Approved: _____
Emergency: 30 Days: x
Current Expense: _____

No.: C-15-26
1st Reading: 04/20/26
Public Notice: 04/21/26
2nd Reading: 05/04/26
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-15-26

AN ORDINANCE TO ENACT SECTION 505.19 OF THE CODIFIED ORDINANCES TITLED CHICKENS AND DUCKS AND AMEND SECTION 505.14 TITLED ANIMALS PROHIBITED IN THE CITY; EXCEPTIONS

WHEREAS, many residents desire to raise backyard chickens for fresh eggs, sustainability, and as pets; and

WHEREAS, backyard chickens can help reduce food waste by consuming food scraps and contribute to local food security during egg shortages, while also providing residents with a self-sustaining source of fresh eggs and protein; and

WHEREAS, surrounding municipalities have successfully implemented backyard chicken programs with reasonable regulations to protect public health and safety.

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

SECTION 1. Section 505.19 is hereby enacted as follows:

505.19 CHICKENS AND DUCKS.

(A) Notwithstanding other provisions in the City Code, chickens and/or ducks may be kept within the City in any residential district subject to the following rules and conditions.

(B) Restrictions

- (1) Chickens and ducks are only permitted on residential lots that exceed 21,780 square feet (0.5 acres).
 - (a) Each household in the City may keep up to a total of six (6) chickens or ducks or combination thereof, on a residential lot at any one time.
 - (b) Only ducks and female chickens, aka hens, may be kept in the City. Males, aka roosters, are not allowed at any time.
 - (c) A “cockerel” (young male domestic chicken, typically under one year old) is permitted for the purpose of 4H and FFA county/state fair shows and meat production, until the Cockerel’s reaches 17 weeks old. The purpose of this provision is to prevent crowing resulting in neighbor disturbance.
- (2) No chickens or ducks may be slaughtered on any residential property in the City.
- (3) Chicken and duck feed must be kept in a rodent- and predator-proof container. Property must be kept free and clear of feed, so as not to attract rodents.
- (4) For purposes of this section, chickens and ducks must be kept, raised, or used in any

manner related to personal or household use, such as for personal consumption, education, or to maintain such animals as pets. Chickens and ducks may not be kept, raised or used for commercial purposes, including but not limited to the sale of chickens/ducks or eggs or to convey the same for profit.

(C) Habitat

- (1) Chickens and ducks may only be maintained outdoors in a predator-proof house, coop, or other structure that is thoroughly ventilated, of sufficient size to permit free movement of the fowl, designed to be easily accessed, cleaned, and maintained by the owner, and at least two square feet in size for each chicken and/or duck.
- (2) All such structures are herein defined as “habitat” or “habitat structure” and shall be considered accessory structures as defined elsewhere in this Code. A permit for this and all other accessory structures shall be required as set for in Section 1137.08(g).
- (3) In addition to the other conditions and restrictions applicable to accessory structures, any structure housing chickens and/or ducks must not be visible from the street or any public place and must be screened from abutting properties by either a privacy fence, wall, or opaque landscaping as permitted in the City to provide reasonable and appropriate cover to reduce, lessen, or obscure the visual impact of the structure.
- (4) Any habitat structure must be located a minimum of 15 feet from any property line and must be located at least 75 feet from a dwelling on another parcel.
- (5) Chickens and/or ducks shall be enclosed within the habitat structure at night from sunset to sunrise. If chickens and/or ducks are allowed by the owner to be outside of the structure from sunrise to sunset, the chickens and/or ducks must be contained within an area that is fenced or surrounded by other barriers (“containment area”) so as to prevent access to the chickens and/or ducks by dogs or other predators, and to prevent chickens and/or ducks from travelling outside of the containment area.
- (6) All areas in and around the habitat structure must be maintained in a clean, safe, sanitary and orderly manner for the health and welfare of the chickens and ducks as well as all other animals and persons. No part of the structure or surrounding area shall constitute a nuisance. In addition to the provisions and remedies set forth in the Property Maintenance Code, no person shall allow the chickens/ducks or the habitat to be a nuisance, including but not limited to allowing noxious odors or any noise of a loud or persistent and habitual nature.

(D) Permits

- (1) No person shall keep a chicken and/or duck without a permit issued by the City. The Chief Building and Zoning Official has the authority to consider all such permit applications as well as revocations of any such permit. Applications for a permit shall be made in writing and submitted to the Chief Building and Zoning Official for approval.
- (2) Any person submitting an application for a permit under this section shall consent to an inspection by the City of the property where the chickens and/or ducks will be kept.
- (3) If the City becomes aware of a possible violation on the property subject to a permit under this section, the Chief Building and Zoning Official shall be permitted to inspect the property at any reasonable time after written notice to the occupants of the subject property is given, to determine whether or not a violation exists. If the Chief Building and Zoning Official determines that a violation of the City Ordinances exists, the property owner shall be notified to bring the property into compliance within a reasonable amount of time as determined by the Chief Building and Zoning Official. If the property is not brought into compliance within the time allotted, the permit shall be automatically revoked.

(E) Fee. A fee of \$100.00 shall be due with the application, unless proof is provided that this is for a 4H or FFA project then the fee shall be \$25.00.

(F) Penalty.

- (1) Whoever violates this section is guilty of a minor misdemeanor for the first offense; guilty of a misdemeanor of the fourth degree for any subsequent offense. Upon conviction of any provisions of this Section, the permit shall be revoked and the chickens and/or ducks shall be removed from the premises. Each day the violation exists constitutes a separate violation.
- (2) A new permit may not be issued for a residence where a permit has been revoked for two (2) years from the date of the last offence.

SECTION 2. Section 505.14(a) is hereby amended as follows:

505.14 ANIMALS PROHIBITED IN THE CITY; EXCEPTIONS.

(a) No person shall keep any hog, pig, horse, mule, cow, goat, sheep or any member of the equidae family, the bovidae family, or the suidae family, or any fowl or poultry unless permitted in Section 505.19, in any pen, yard, lot or other enclosure situated within the City.

SECTION 3. 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

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

Expense	Vendor	Estimate	Actual	Date Paid	
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 515/2026	
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	
	PRE-FESTIVAL TOTALS:	\$ 25,627.68			

Due After Festival

Expense	Vendor	Estimate	Actual
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	
	POST-FESTIVAL TOTALS:	\$22,229.10	
	TOTAL REQUESTED	\$47,856.78	

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 judgement, 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

adversely determined, would materially impair the right or ability of the City or the Developer to implement and operate the Project, or would materially impair the right or ability of the Developer to implement, operate, maintain and develop the Project on the Property or would materially and adversely affect any of its business, operations, properties, assets or condition (financial or otherwise) together with a written statement setting forth the details thereof and any actions with respect thereto taken or proposed to be taken by the Developer in response thereto.

20. City Financial Obligations. All payment obligations of the City hereunder are expressly subject to appropriation by City Council of funds necessary to make those payments and are binding on City only to the extent of such appropriation. Any of City's payment obligations under this Agreement do not constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer does not have the right to have taxes or excises levied by the City for the payment of any amount owed by the City hereunder. Except as specifically provided for herein, the City has no responsibility for the financing, design, construction, operation, maintenance and/or repair of the Project or the Public Improvements.

The Developer has caused this Agreement to be duly executed by _____, its President, and the City has caused this Agreement to be duly executed by its City Administrator, as authorized by Ordinance No. [_____] 202_, all as of the date first above written.

CITY OF GROVE CITY, OHIO

AXIOM VENTURES, LLC

By: _____

By: _____

Charles W. Boso, Jr./Date

Tim Kaskewsky/Date

By: _____

Ethan Temianka/Date

Approved as to form:

Signature Date

Stephen J. Smith
City Attorney

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 EXT 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

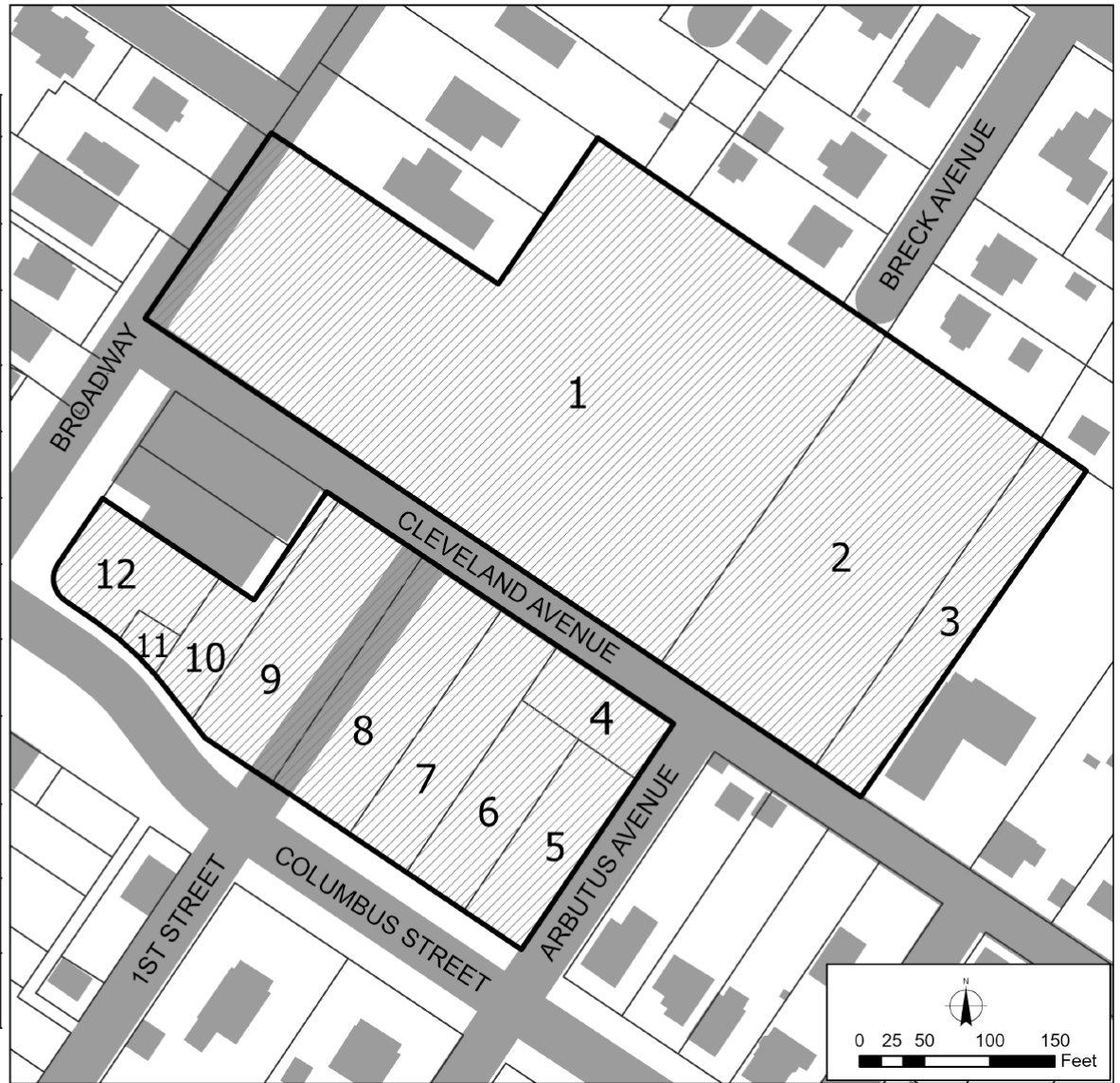


Exhibit B

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:

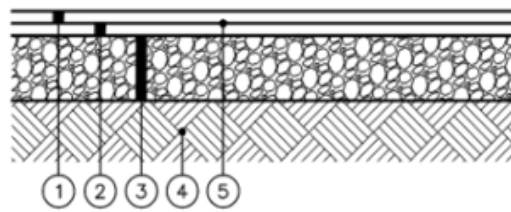
Shall use the City's standard residential post-top light pole and luminaire. A photometric plan showing adequate light coverage for all pedestrian and vehicular areas, maintaining a minimum 0.3 fc influence.

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: 05-12-26
Introduced By: Mr. Sturm
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense:

No.: C-21-26
1st Reading: 05/18/26
Public Notice: 05/19/26
2nd Reading: 06/01/26
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-21-26

AN ORDINANCE TO AUTHORIZE THE MAYOR AND THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 1116, OHIO COUNCIL 8, AFL-CIO

WHEREAS, a new agreement has been negotiated between the City and the American Federation of State, County and Municipal Employees Local 1116, Ohio Council 8, AFL-CIO; and

WHEREAS, the present agreement with AFSCME Local 1116, Ohio Council 8, AFL-CIO expired at midnight on April 20, 2025; and

WHEREAS, the AFSCME Union ratified the proposed agreement on April 21, 2026.

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

SECTION 1. The Mayor and City Administrator are hereby authorized to enter into the agreement, attached hereto as Exhibit A, with the American Federation of State, County and Municipal Employees Local 1116, Ohio Council 8, AFL-CIO. The agreement shall be effective from April 21, 2025 to midnight April 20, 2028.

SECTION 2. 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

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

EXHIBIT A



COLLECTIVE BARGAINING AGREEMENT

Between

The City of Grove City

and

Local 1116, Ohio Council 8

**American Federation of State, County and
Municipal Members**

AFL-CIO

April 21, 2025, through April 20, 2028

TABLE OF CONTENTS

ARTICLE 1	AGREEMENT	1
ARTICLE 2	RECOGNITION.....	1
ARTICLE 3	MANAGEMENT RIGHTS	1
ARTICLE 4	PROBATIONARY PERIOD	3
ARTICLE 5	DUES CHECKOFF.....	3
ARTICLE 6	UNION REPRESENTATION	4
ARTICLE 7	LABOR/MANAGEMENT MEETINGS	6
ARTICLE 8	NON-DISCRIMINATION	6
ARTICLE 9	DISCIPLINARY PROCEDURE.....	7
ARTICLE 10	GRIEVANCE AND ARBITRATION PROCEDURE	9
ARTICLE 11	STRIKES AND LOCKOUTS.....	12
ARTICLE 12	SENIORITY.....	12
ARTICLE 13	LATERAL TRANSFERS AND PROMOTION.....	14
ARTICLE 14	LAYOFF AND RECALL.....	16
ARTICLE 15	WORKDAY/WORKWEEK	17
ARTICLE 16	OVERTIME	18
ARTICLE 17	LEAVES OF ABSENCE	19
ARTICLE 18	SICK LEAVE	23
ARTICLE 19	HOLIDAYS.....	29
ARTICLE 20	VACATION.....	31
ARTICLE 21	WAGES.....	32

ARTICLE 22	SAFETY	35
ARTICLE 23	INSURANCE	36
ARTICLE 24	SUBCONTRACTING.....	38
ARTICLE 25	MILEAGE ALLOWANCE	38
ARTICLE 26	MEALS AND LODGING	38
ARTICLE 27	WORK RULES	38
ARTICLE 28	UNIFORMS (Apparel, Shoes and PPE).....	39
ARTICLE 29	LONGEVITY	39
ARTICLE 30	BULLETIN BOARDS	40
ARTICLE 31	WAIVER IN CASE OF EMERGENCY	40
ARTICLE 32	TUITION REIMBURSEMENT.....	41
ARTICLE 33	SEVERABILITY.....	42
ARTICLE 34	COMPLETE AGREEMENT CLAUSE.....	43
ARTICLE 35	DURATION	43
ARTICLE 36	CERTAIN CERTIFICATIONS	43

ARTICLE 1 - AGREEMENT

This contract is made and entered into this 21st day of April 2025, between the City of Grove City, hereinafter referred to as the "City", and Local 1116, Ohio Council 8, American Federation of State, County and Municipal Members, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 2 - RECOGNITION

In accordance with certification of the State Employment Relations Board, Case no. 85-RC-04-3363, and all subsequent amendments, the City recognizes the Union as the sole and exclusive collective bargaining agent for wages, hours, terms, and other conditions of employment, for service, clerical, and maintenance employees of Grove City including Account Clerk, Account Specialist, Service Technician, and excluding all sworn Police Officers and Communication Dispatchers in the Police Division, casual and seasonal employees, technical employees, management level employees, confidential employees, and supervisors as defined in Chapter 4117 of the Ohio Revised Code. The term "Member" as used herein shall be interpreted to mean any employee eligible to join the Union, whether they chose to do so or not.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. Except as specifically limited by the terms and provisions of this Agreement, the City and the City Administrator shall retain all rights, powers, and authorities vested in it prior to the date of this Agreement, regardless of whether such rights have been exercised in the past.

Section 2. The rights, powers, and authorities mentioned in Section 1 above shall include, but shall not be confined to, the following:

- A.** The right to manage and control the business and operation of the city and to determine all locations for city facilities and equipment, the equipment to be

used, the processes, techniques, methods, and means to be used in servicing the city, the right to determine all schedules, schedules of events, assignments of Members, including overtime, and the right to establish and maintain standards of quality and workmanship, to establish, maintain and amend occupational classifications, to establish working rules and regulations, to layoff and recall Members whenever necessary, to determine the size and composition of the work force including the right to relieve Members from duty or to abolish positions.

- B.** The power to establish rules and regulations governing all Members, the administration of the city, use of city property, attendance at meetings and the compensation and reimbursement of expenses, therefore.
- C.** The authority to manage and direct its Members to select, hire, rehire, promote, assign, and reassign Members, to maintain discipline and efficiency, discharge Members, and to determine shift schedules.
- D.** All rights, powers, and authorities granted at any time to the City of Grove City and City Administrator by the laws of the State of Ohio, as well as such rights, powers, and authorities which can reasonably be inferred there from except as specifically limited by the terms of this Agreement.

Section 3. Where the rights, powers, and authorities itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein.

ARTICLE 4 - PROBATIONARY PERIOD

Newly hired Members are required to successfully complete a 180-day probationary period beginning on the first day for which a Member receives compensation from Grove City. Probationary Members are not subject to the terms of this Agreement and are not covered by the applicable provisions to the extent the Agreement conflicts with, minimizes or affects the City's rights under the probationary period – including but not limited to the rights to terminate, remove, discipline, transfer, promote, demote or any other management action to be taken with or without cause or any appeal.

ARTICLE 5 - DUES CHECKOFF

Section 1. The City agrees to deduct the uniform monthly dues from the wages of all Members covered by this Agreement who become or are Union members; provided, however, that such Member shall first have signed a written "Authorization for Payroll Deductions of Union Dues" (copy attached to this Agreement as Appendix A), in accordance with state law and given the authorization to the City for such deduction.

Section 2. Union dues deduction shall be made in each pay period of each month. The total amount of dues deducted will be submitted to the Comptroller of Ohio Council 8 AFSCME, 6800 North High Street, Worthington, Ohio 43085, within ten (10) days following the second pay period each month, accompanied by a computer printout showing each Member and the amount of dues deducted. The City shall also send a list of Members whose names have been omitted and reasons for omission. It is expressly understood that although dues are to be deducted from each pay, they shall be remitted to the Union only once a month.

Section 3. The Union shall notify the City in writing of any increase in the current dues being deducted in accordance with the Union's Constitution and Bylaws. Such increase of dues shall be deducted in the second pay period of the month following notification of any increase in dues.

Section 4. Ohio Council 8, AFSCME and Local 1116 herewith agree to indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability or reprisal that may or shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any provision of this Article. Further, it is expressly understood that in no event will the City be expected to comply with the deduction of Union imposed special fines, assessments, initiation fees or other non-uniformly applied charges levied upon members.

Section 5. Union Membership Revocation/Maintenance Membership: Members who are Members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their membership. Revocation of Union membership does not revoke dues authorization, which may only be revoked as set forth below. **Union Dues Revocation:** Any Member who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the Member or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of the Members' dues checkoff authorization cards are available from the Union upon request

ARTICLE 6 - UNION REPRESENTATION

Section 1. Members selected by the Union to act as Union Representatives for the purpose of processing grievances and attending hearings shall be known as "Stewards." The City shall recognize three Stewards, with the President acting as one of the three Stewards.

Stewards shall not process grievances during working hours except in emergency situations. A steward having an individual grievance in connection with the Steward's own employment may ask for a Union Representative to assist the Steward in adjusting the grievance with the Steward's supervisor.

Section 2. Non-employee representatives of the Union may enter the premises of any operation of the City upon request to the City Administrator or City Administrator's designee, for the purposes of ascertaining whether or not this contract is being observed and attending meetings at Step Three (3) of the Grievance Procedure. Such visit(s) shall be made by appointment with the City Administrator or City Administrator's designee.

The Union shall furnish the City with a written list of the names of the Union President, Vice President, Recording Secretary, Treasurer, and Stewards, (indicating locations to which each Steward is assigned). Further, the Union shall promptly notify the City in writing of any changes therein.

Section 3. Stewards and Union officers shall adhere to the following procedure in processing grievances and in carrying out all other functions of their offices:

A. Except in emergency situations, all grievances shall be processed outside of working hours. The City Administrator shall have the discretion to permit grievance meetings during work hours in which case there shall be no loss of pay. If such meetings are held outside of working hours, these shall be scheduled by mutual agreement.

B. A Member having a grievance as defined herein shall notify the Member's immediate supervisor and may request the supervisor call the Member's Steward. If necessary, the supervisor shall arrange to have the Steward available when processing the grievance.

C. When it is necessary for a Steward to enter a department (or a section of a department) supervised by a supervisor other than the Steward's own, the Steward shall report first to the supervisor in charge and advise him of the purpose of the Steward being there.

ARTICLE 7 - LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, once every six months, if requested by either the Union or the City, the City Administrator shall meet on a mutually agreeable day and time with no more than two (2) Member representatives of the Union and one (1) representative of AFSCME Ohio Council 8 to discuss those matters addressed in Section 2 of this Article. Additional representatives may attend by mutual, advance agreement.

Section 2. An agenda will be furnished at least seven calendar days in advance of a labor/management meeting by whoever requests such meeting. The purpose of such meeting shall be to:

- A. Discuss administration of this Agreement.
- B. Disseminate general information of interest to the parties.
- C. Discuss ways to increase productivity and improve efficiency.
- D. Discuss other matters mutually agreed to by the parties.

Section 3. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible. Labor/management meetings are not negotiation sessions and cannot alter or amend this Agreement.

ARTICLE 8 NON-DISCRIMINATION

The parties to this contract agree that they shall not discriminate against any person on the basis of race, color, religion, national origin or ancestry, disability, age, sex, union activity, military service or veteran status.

All references to Members in this contract designate both sexes and wherever the male or female gender is used, it shall be understood to include male and/or female Members. The term "Member" shall be defined as a person whose position is included in the bargaining unit except as otherwise provided herein.

ARTICLE 9 - DISCIPLINARY PROCEDURE

Section 1. A Member shall have the right to be represented by the Union, if requested by the Member, at any disciplinary meeting where the Member is suspended or dismissed.

Section 2. All written reprimands contained in a Member's personnel file shall be removed from the Member file after one (1) year if no other reprimands have been received in said year.

All suspensions contained in a Member's personnel file shall be removed from the Member's file after eighteen (18) months if no other suspensions have been received in said eighteen (18) months.

Members shall be suspended or discharged for just cause following such hearing as may be required by law. The City agrees to follow the standard schedule of penalties set forth below relating to minor offenses, only when possible, however, the City shall have the right to determine the appropriate discipline and may take more severe action against Members for more severe offenses.

- A. Oral warning
- B. Written warning
- C. Suspension
- D. Dismissal

A Member may appeal any disciplinary action through the grievance procedure set forth in this contract; however, a grievance relating to an oral or written warning may not be taken to arbitration or appealed beyond Step 2 of the Grievance and Arbitration Procedure, Article 10.

Section 3. A Member shall have the right to inspect the Member's own employee personnel record provided ample notification is given to the City. The Member may receive copies of the materials placed in the Member's personnel record if the Member asks for copies.

Section 4. All Members of the Service Department and Parks Department shall be required to obtain and maintain the appropriate Chauffeur Driver's License (CDL) as required by law. Members who fail to comply with this Section shall at the sole option of the City to either be terminated, which termination is agreed to be for just cause, or reassigned to another position.

Section 5. The City may perform all necessary drug testing and other requisite inquiries and reporting for those Members required to maintain a CDL per law and Department of Transportation regulations. The City and the Union acknowledge such testing is necessary and have adopted and implemented such a policy addressing these and other issues (copy attached to this Agreement as Appendix B). For purposes of administering the drug testing policy, the term "new hire period" as used in the policy shall be defined as the first 120 days that a Member is required to maintain a CDL as a member of the AFSCME Bargaining Unit.

The City has the right to develop, implement and/or revise any procedures or forms that it determines are necessary to effectively administer the drug testing policy. Like other work rules, the provisions of Article 27 of this Agreement shall apply to this policy.

The City will use reasonable means, determined in its discretion, to keep Member drug testing information and records, such as testing results and referrals, confidential. Information will be disclosed within the City on a need-to-know basis only. Information will be disclosed outside the City only as needed to carry out this policy or as required by law.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The term "grievance" shall mean any dispute between the City, a Member or Union concerning the application or interpretation of this contract. A grievance must be presented under this section within fourteen (14) calendar days from the date the grievant knew or should have known of the event(s) upon which the grievance is based. It is expressly understood that this grievance and arbitration procedure is the sole means of

settling disputes between the parties, as to the interpretation or application of any provision of this Agreement.

The time limits provided in this Grievance Procedure shall be strictly adhered to as maximums for each grievance to ensure rapid resolution of problems and issues concerned. Where an aggrieved party fails to adhere to the time limits set in this Grievance Procedure, the grievance shall not be entitled to consideration and such grievance or a demand for arbitration shall be forfeited and void. Time limits may be extended only by mutual agreement of all parties concerned.

The written grievance shall state on the grievance form the specific article and section of this contract alleged to have been violated, a brief set of facts and the relief requested and the date the grievance is filed. If deemed necessary by the Union, an accredited non-employee representative of the Union may be present at any formal step of this procedure.

Section 2. Each grievance shall be processed in the following manner:

Preliminary Step (Optional): A Member having an individual grievance may first attempt to resolve it informally in a meeting with the Member's immediate supervisor. Such attempt at informal resolution shall be made by the Member-grievant within fourteen (14) calendar days following the events or circumstances giving rise to the grievance having occurred or were first known by the Member-grievant. Grievances brought to the attention of the supervisor beyond the fourteen (14) calendar daytime limit shall not be considered. At this Step, there is no requirement that the grievance be submitted or responded to, in writing, however, a Grievance Representative may accompany the grievant to the meeting with the supervisor should the grievant request the attendance of the Grievance Representative. If the Member is not satisfied with the oral response from the immediate supervisor at this Step, the grievant may pursue the formal Steps which follow. Before a grievance is placed in writing pursuant to Step I, such grievance shall be reviewed by the Grievance Chair and the appropriate Grievance Representative.

Step I. A Member having a grievance shall present the grievance in writing to the appropriate supervisor within fourteen (14) calendars days from the date the grievant knew or should have known of the event(s) upon which the grievance is based or else the grievance shall be void. The grievance shall be signed by the Member.

The supervisor shall meet with the Member-grievant and the Union Steward within five (5) calendar days after the grievance is submitted in an attempt to resolve the grievance. The supervisor shall submit an answer in writing to the Member-grievant and Union Steward within five (5) calendar days after this meeting.

Step II. If the grievance is not satisfactorily settled at Step I, the grievance may be appealed to the Public Service Director or the Member's appropriate department head within five (5) calendar days after receipt of the Step I answer. The Public Service Director or the appropriate department head shall, within seven (7) calendar days of the receipt of the appeal, meet with the aggrieved Member, the Union President, and any witnesses necessary to arrive at a resolution. The Public Service Director or the appropriate department head shall render a /her decision in writing within fourteen (14) calendar days subsequent to such meeting.

Step III. If the grievance is not satisfactorily settled at Step 2, the grievance may be appealed to the City Administrator. Such an appeal must be filed in writing with the City Administrator within seven (7) calendar days of receiving the decision from the Public Service Director or the Member's appropriate department head. The City Administrator may schedule a meeting to meet with the grievant and their representative prior to rendering any decision. The City Administrator shall have 14 days from the date the grievant is filed with City Administrator's office to render a decision.

Step IV If the grievance is not satisfactorily settled at Step III, the Union may, within fourteen (14) calendar days after the receipt of the Step III answer, submit the issue to arbitration by notifying the City in writing of its intent to appeal the grievance to arbitration.

The Union will contact the Federal Mediation and Conciliation Service to request a panel of seven (7) arbitrators, and the arbitrator shall be chosen by alternatively striking panelists, the first to strike being chosen by the City during odd numbered years and the Union during even numbered years. Each party has the right to strike one panel in its entirety and request a new panel. The fees and expenses of requesting a new panel shall be borne by the party making the request. The fees and expenses of the arbitrator shall be borne equally by the parties.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement raised in the grievance, and shall be without power or authority to make any decision:

- (a) Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws.
- (b) Add to, detract from, alter or modify in any way any provisions of this Agreement.

The written decision of the arbitrator resulting from any arbitration of grievances under this provision shall be binding on the parties.

Section 3: Retaliation. No Member shall be removed, disciplined, harassed or discriminated against because the Member has filed, pursued or assisted in the process of a grievance under the procedure.

ARTICLE 11 STRIKES AND LOCKOUTS

Section 1. The Union agrees that during the life of this Agreement there shall be no strikes, work stoppages, slowdowns, interruptions or delays of work of any nature for any reason whatsoever. The City agrees that it will not lockout Members during the life of this Agreement.

Section 2. In the event of any such actions the Union, on receiving notice thereof, shall immediately make every effort to persuade its members to refrain from such action, and

as soon as possible shall notify the City in writing that the actions of its members or agents have not been authorized by the Union.

Section 3. The City shall have the right to discipline any Member participating in or responsible for any activity prohibited by the provisions of Section I of this Article up to and including discharge. Nothing in this Article limits the City's other legal remedies in the event of a strike during the term of this Agreement.

ARTICLE 12 - SENIORITY

Section 1. Seniority shall be a Member's uninterrupted length of continuous service within the AFSCME Bargaining Unit. After April 20, 2007, any Member entering or re-entering the AFSCME Bargaining Unit will have seniority calculated by using the length of service in the AFSCME Bargaining Unit. A Member shall have no seniority for the probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 2. Within thirty (30) days after the signing of the Agreement and, if requested by the Union, every six (6) months thereafter the City shall provide the Union with one (1) copy of the current seniority lists. The Union and City may meet whenever necessary to correct any errors. Seniority lists shall be made up by job department and shall contain, in order of seniority, the name, and date of hire of each Member.

Section 3. Seniority shall be broken when a Member:

- A. Quits or resigns.
- B. Is discharged.
- C. Is laid-off for more than a period of twelve (12) consecutive months.
- D. Is absent without leave for three (3) or more workdays unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice is provided.

E. Fails to report for work when recalled from layoff within ten (10) workdays from the date on which the City sends the Member notice by registered mail (to the Member's last known address as shown on the City's records) unless satisfactory excuse is shown.

F. Fails to return to work within six (6) months following an absence resulting from illness or injury, work related or otherwise after the Member has exhausted sick leave and vacation credits; or

G. Leaves the AFSCME Bargaining Unit.

ARTICLE 13 - LATERAL TRANSFERS AND PROMOTIONS

Section 1. When a job vacancy occurs or if new positions are created within the bargaining unit, a notice shall be posted on the bulletin boards for a period of seven (7) calendar days. Each vacancy notice shall specify the hours, location, rate of pay, department, and job duties for each job vacancy. If a current Member wishes to place a bid on the vacant job, he shall do so in writing to the City Administrator during the seven (7) day posting period. The City shall attempt to fill a vacancy from bids submitted by current Members, based on a consideration of the Member's seniority, experience, skill set, leadership and overall performance. However, if in the discretion of the City, no current Members, then the City shall have the right to fill the job vacancy from outside the bargaining unit pursuant to Chapter 155 of the City Code. If, in the discretion of the City, two or more current Members who bid on a vacancy or new position are qualified, then the City has sole discretion to select which Member will fill the vacancy or new position based on a consideration of the Members' seniority, experience, skill set, leadership and overall performance.

Section 2. If a current Member is selected for a job vacancy or new position in accordance with Section 1 of this Article but fails to adequately perform that position after a 60-day qualifying period, then the Member shall be allowed to return to the Member's former

position. This section does not impair or affect the ability of the City to return a selected Member to his former position at any time during the 60-day qualifying period.

Section 3. A Member who performs the duties of a temporarily or permanently vacant position shall receive the hourly wage for that position for every hour spent performing the duties of the vacant position. The City retains the sole right to determine whether and when to fill any such vacancy. Only when a Member is specifically selected by the City to perform the duties of the vacant position will the Member receive the hourly wage for performing the duties of that position. In no circumstance will such a Member receive a decrease in hourly wage for performing the duties of a vacant position.

Section 4. If the City creates a new classification within the departments set forth in Article 14, Layoff and Recall, the City agrees to meet and discuss whether such classification shall be included or excluded from the bargaining unit.

Section 5. Within the Service Technician classification, there shall be created certain specialty-skilled positions to be filled by the City – the positions of “mechanic technician,” “sewer technician,” “electric technician,” “urban forestry specialist.” All Members selected to fill these positions will receive specialty pay as described in Article 21, Section 5 of this Agreement.

These specialty technician positions are subject to the following qualifications:

- A. The City has the sole discretion to select who will fill these positions based on the criteria listed in Section 1 of this Article.
- B. If no current Service Technician Or Urban Forestry Specialist applies for these positions or, if in the discretion of the City, no current Members are qualified, then the City shall have the right to assign the position to a Member of its choosing or to fill the position from outside the bargaining unit.
- C. An annual reassessment of these positions may be, but is not required to be, conducted by the City every March (with any changes effective April 21 of each year).

The annual reassessment may only result in reassignment of the position if the incumbent has been given a prior "performance improvement notice" that the Member's performance needs to improve or else the Member may face reassignment.

D. The City's decisions regarding selection into and reassignment of these positions can be grieved to the City Administrator but cannot be arbitrated or further appealed or challenged in any manner.

ARTICLE 14 - LAYOFF AND RECALL

Section 1. Bargaining Unit Members may only be laid off due to lack of funds, lack of work and job abolishment. The City shall layoff Members by departmental seniority with the least senior Member laid off first within job classifications.

Section 2. The City agrees to give a written 30 14-day notice to all Members prior to any layoffs indicating the circumstances which make the layoff necessary.

Section 3. Names of Members laid off shall be placed on a departmental recall list for a period of two years in accordance with the above sections of this Article. When positions within a department become available, Members shall be recalled with the Members having the most seniority on the departmental recall list having the first opportunity to be recalled, provided each Member has qualifications to perform the job. Members shall maintain their seniority and the recall list shall remain active for a period of one year following the layoff. The City shall not hire any new Members or contract out laid off Members' services while any Members are on a valid recall list unless all Members laid off have refused the positions of recall.

Section 4. In case a layoff of Members covered by this Agreement is anticipated, the City shall notify the Union of impending layoff prior to giving the 30-day notice to all Members. The Union may suggest possible alternatives to the layoff; however, such suggestions shall not be construed as negotiations and the City shall not be bound by such suggestions.

Section 5. A laid off Member shall be paid for all accrued vacation hours in accordance with Article 20 of the Contract. Members laid off shall have the first thirty (30) days of insurance premiums paid and shall have the right to convert the group insurance coverage pursuant to the Consolidated Budget Reconciliation Act (COBRA) immediately thereafter, at their own expense.

ARTICLE 15 - WORKDAY/WORKWEEK

Section 1. For all Members in the bargaining unit employed on or before April 21, 2020, a standard workweek shall consist of either five consecutive 8-hour days or four consecutive 10-hour days, Monday through Friday. For all Members hired after April 21, 2020, the Monday through Friday restriction shall not apply. Nothing shall prevent a member hired prior to April 21, 2020, from voluntarily accepting a work schedule or work week that is not Monday through Friday.

Section 2. A Member who reports to work on a regularly scheduled workday without previous notice not to report shall receive a minimum of four (4) hours of work or four (4) hours of pay in lieu thereof at the applicable straight time hourly rate.

Section 3. The City shall have discretion to determine an inclement weather day. Members shall make every effort to report to work. However, if conditions are so hazardous that it is not possible, the Member shall contact the Member's immediate supervisor, who must authorize the Member's absence or late arrival. Those who arrive late will not be docked, up to the time approved and designated by the City.

This designation will be made prior to the noon hour of the day designated as inclement. Members who contact their supervisor, but are unable to get to work, can use vacation time.

Section 4. Members, including those who operate equipment or drive a truck in their assignment, shall not be required to work more than twelve (12) consecutive hours or more than sixteen (16) hours in a twenty-four (24) hour period.

Section 5. Except in cases of an emergency, Members shall receive 14 days' notice of a change in work schedule that is intended to last for longer than two weeks.

ARTICLE 16 - OVERTIME

Section 1. Members shall receive time and one-half their regular rate for the following situations:

- (a) Hours worked in excess of eight hours in a day in an 8-hour work schedule
- (b) Hours worked in excess of ten hours in a 10-hour work schedule
- (c) Hours worked in excess of forty (40) hours in a week.
- (d) Hours worked on the sixth or seventh day of a five day, 8-hour a day workweek, or hours on the fifth, sixth, and seventh days of a four day, 10-hour a day workweek.
- (e) City approved paid leave times shall count as hours worked for determining overtime.
- (f) Members conducting snow removal from November 1st to April 1st shall receive double time for hours worked in excess of 40.

The City shall include annual longevity payments in Members' regular rates of pay for purposes of overtime calculations. Longevity payments shall not be included in Members' rates of pay for any purpose other than overtime calculations. Such timing of payments shall be made at the City's reasonable discretion.

Section 2. The City shall attempt to distribute overtime equally among Members within a classification, provided the Member has the skills to perform the work. Members who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for purposes of the administration of overtime distribution only. The City will provide the Union, upon request, a summary of all overtime worked by Members.

Section 3. A Member who is called into work at a time when the Member is not regularly scheduled, may receive a minimum of three (3) hours call-in-pay for such unscheduled overtime. A Member who may be called into work again during the initial 3-hour call-out shall not receive an additional three (3) hour minimum. Such call outs must be totally disconnected from the Member's normal working hours. Members who are required to report into work less than three hours before their regular starting time may also qualify for the three (3) hour minimum. Members who are required to continue their normal workday and thus qualify for overtime pay, shall not qualify for the three (3) hour minimum.

Section 4. Good faith efforts will be made consistent with efficient and effective operation of the City to rotate pre-scheduled overtime and to distribute in a fair and efficient manner unscheduled overtime among all qualified members. Both pre-scheduled overtime and unscheduled overtime are obligations of the member and due to the nature of the job necessary requisites. Certain emergencies, acts of nature and/or other unplanned events may at times require such unscheduled overtime and the member shall work with management to be on notice when required and staff the same. The City will make reasonable attempts to post and/or pre-schedule overtime when possible. This provision shall under no circumstances be interpreted as limiting the City's right to schedule and assign overtime or infringe on any management rights. Failure to abide by this Section can lead to discipline.

ARTICLE 17- LEAVES OF ABSENCE

Section 1. Military Leave

All Members who are Members of the Ohio National Guard, the Ohio Defense Corps., the State and Federal Militia, or Members of other reserve components of the Armed Forces of the United States are entitled to a leave of absence from their respective duties without loss of pay, and without any offset for receipt of military pay, for the time they are performing service in the uniformed services, as defined in Section 5903.01 of the Ohio Revised Code, for periods of up to one hundred and seventy-six (176) hours within one (1) calendar year. This military leave policy will remain consistent with the Ohio Revised Code.

Members are required to submit to the City an Order or statement from the appropriate military commander as evidence of such duty. There is not a requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be made in anyone (1) calendar year under this provision is one hundred and seventy-six (176) hours. Members of those components listed in paragraph one above will be granted emergency leave for mob, riot, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Members who are called or ordered to active-duty service by the President of the United States or an act of Congress for periods beyond the authorized military leave for the calendar year shall be paid the difference of the military wage and their city wages for active-duty military leave beyond the one hundred and seventy-six (176) hours granted each calendar year. If the military wage is higher than the City wage, no difference will be paid. Members will be responsible for all regularly deducted payments for benefits.

Periods of paid military leave shall not reduce the Member's seniority status, vacation, sick leave, or other benefits. The Member does have the option of requesting vacation time for use with military leave or for military purposes.

Section 2. Jury and Witness Duty

A Member called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service and will be compensated for the difference between the Member's regular pay and jury duty pay or witness pay for work

absences necessarily caused by the jury duty or witness duty unless the City obtains the Member's release from jury service or witness service for a period up to 4 weeks. To be eligible for jury duty pay or witness pay, a Member shall turn into the City a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of the jury pay or witness pay received.

Section 3. Educational Leave

Members required by the City to attend work related classes shall not lose time or pay for attending such classes.

Section 4. Personal Leave

A Member may request an unpaid personal leave for any personal reason for duration of no more than six (6) months. This six-month period shall be inclusive of all other leaves received for the same reason of absence, including FMLA. A Member shall request such leave in writing no less than two weeks prior to the requested time frames of the leave. The City, in its sole discretion, may grant or deny the Member's request. The City's decision regarding the grant or denial of personal leave may not be grieved, arbitrated or otherwise appealed.

Section 5. Medical or Disability Leave

A disabled Member may request an unpaid leave for medical or disability reasons after exhausting all sick leave and vacation credits. The requested leave shall be for a duration of no more than six (6) months. This six-month period shall be inclusive of all other leaves received for the same reason of absence, including FMLA. A Member shall request such leave in writing no less than two weeks prior to the requested time frames of the leave. The City, in its sole discretion, may grant or deny the Member's request. The City's decision regarding the grant or denial of medical or disability leave may not be grieved, arbitrated or otherwise appealed.

Section 6. Retention of Seniority

Members shall retain all seniority rights with the City while on leaves of absences which are authorized under this Article of this Agreement. However, Members on a personal leave, medical leave and/or military leave shall not be permitted to exercise their seniority rights until two weeks before they return from leave.

Section 7. Injury Leave.

Members who sustain an injury while performing City functions in a non-negligent line of duty may be granted up to 30 work days of injury leave per injury. Such injury must be reported immediately to the Member's supervisor. All requests for injury leave must be filed with and approved by the City Administrator. Injury leave requests must also include a physician's report that indicates that the Member cannot perform the essential functions of the Member's position and indicates the recovery time. The City reserves the right to request and to pay for its own medical examination as a "second opinion." While on injury leave, the Member cannot work at another place of employment. Any payments for lost wages from the Bureau of Workers' Compensation received by the Member while on the injury leave, must be returned to the City. The City also reserves the right to make a temporary light duty assignment.

Section 8 FAMILY AND MEDICAL LEAVE ACT.

A. Members shall have such right and options as are guaranteed to them by the Family and Medical Leave Act and the City shall have such rights and options as are allowed to it by the Family and Medical Leave Act and may exercise them without need for further bargaining.

B. A Member utilizing FMLA leave must first use paid sick leave time (if applicable) concurrently with FMLA leave before going on unpaid FMLA leave. Employees are permitted to use vacation time concurrently with FMLA leave after the exhaustion of accrued sick leave.

C. Members who take FMLA leave because of their own serious health condition shall be required to obtain and present a certification from a licensed physician or other appropriate medical professional that the Member is fit to return to work.

Section 9. PAID BIRTH LEAVE

Section 1. The City provides four (4) weeks paid birth leave (for vaginal deliveries) or six (6) weeks paid birth leave (for C-section deliveries) ("Birth Leave") in a rolling 12-month period to a Member following the birth of that Member's child to enable the Member to recover medically from the birth. Birth leave runs concurrently with unpaid Family and Medical Leave Act ("FMLA") leave. Members may use Birth Leave to supplement other paid leave, where permitted and where applicable.

Section 2. To be eligible, employees must have been employed by the City for at least ninety (90) days in a full-time status and must have given birth to a child.

Section 3. The fact that a multiple birth occurs (e.g., the birth of twins) does not increase the total amount of paid birth leave granted for that event. Nor will any Member receive more than the specified allotment of paid birth leave in any rolling 12-month period. Birth Leave may, however, be split between temporally separate births.

Section 4. Each week of paid birth leave is compensated *up to* 100% of the employee's regular rate of pay.

Section 5. All payments under this policy will be made in accordance with standard payroll practices.

Section 6. Birth Leave may begin up to one week prior to the birth of the child, upon prior authorization from the City. Medical documentation may be required to substantiate the need for leave in advance of a birth.

Section 7. Members must take paid Birth Leave in one continuous period of leave immediately following the birth of the child.

Section 8. Upon termination of the individual's employment, he or she will not be paid for any unused paid Birth Leave for which he or she was eligible.

Section 9. After the paid Birth Leave is exhausted, the balance of FMLA leave (if applicable) will be compensated, if at all, in accordance with the City's FMLA and paid leave policies.

Section 10. Members are required to provide notice of the need for paid birth leave as soon as practicable.

ARTICLE 18 - SICK LEAVE

Section 1. Members shall accumulate sick leave at the rate of 4.6 hours for each completed 80 hours of service. Members shall have unlimited accumulation of sick leave. Each Member shall furnish a satisfactory, written signed statement to justify the use of sick leave. If medical attention is required, or if an absence lasts longer than three (3) consecutive days, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. The City reserves the right to require any Member to provide a doctor's statement releasing the Member for full duty or the right to send any Member to a City-appointed doctor for examination to evaluate the legitimacy of an absence or the Member's ability to return to work. In the event of a conflict in medical opinions, the Member shall be examined by a third doctor, mutually selected. Falsification of a verbal statement, a written, signed statement or a physician's certificate is grounds for immediate discharge.

When a Member is going to be off work using sick leave, they shall call and report off to their immediate supervisor prior to their scheduled starting time. If a Member fails to report off timely, they shall not be able to use sick leave for the absence. When a Member plans to take sick leave for a foreseeable, scheduled medical appointment and medical leaves, the Member must provide the City with written notice at least thirty (30) days before the

appointment or leave is to begin. If it is not possible to give 30 days' advance notice, the Member must give as much advance notice as the Member can under the circumstances. The City shall have discretion to grant or deny such requests.

Members shall accumulate sick leave with pay only for service as a Member of the City of Grove City, except as provided otherwise herein.

Members with employment service time with another public agency in the State of Ohio may be credited with any unused sick leave from previous public employment up to one hundred and twenty (120) hours. A letter certifying that sick leave balance from the former employer must be furnished to the City. Sick leave from another public agency cannot be converted to cash and can only be used when any sick leave earned while employed with Grove City has been exhausted.

Section 2. When a Member having one or more years of continuous service with the City retires, or resigns, the Member shall be entitled to receive pay for one-half of all accumulated sick leave hours earned while employed by Grove City in excess of 360 hours, at the Member's current hourly rate. A retiring Member is guaranteed a payout equal to one-fourth (1/4) of the total number of sick leave hours accumulated. In the event of death, as a direct result of an injury sustained in the course of employment with the City, the Member's sick leave accumulation shall be paid to the estate of the Member at the Member's final base rate of pay. A Member who is terminated from employment with the City shall not be eligible to receive payment for any unused sick leave.

Section 3. A Member may use sick leave only for the following reasons:

- A. Illness or injury of the Member or a member of the Member's immediate family.
- B. Disability arising from pregnancy and/or childbirth and other related conditions.
- C. Death in the immediate family up to a maximum of five (5) days.
- D. Death in the non-immediate family up to a maximum of one day.

For the purposes of this section, immediate family shall include spouse, child, stepchild, brother, sister, parents, foster parent or guardian, grandparents, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepsister, stepson, stepdaughter, half-brother, and half-sister.

Section 4. Sick leave shall be charged in minimum units of one-half (1/2) hour. A Member shall only be charged and paid for sick leave that the Member has requested. The City will furnish each Member with a written statement showing the amount of employee accumulated paid sick leave each pay period.

Section 5. At any time, an eligible Member who has accumulated unused sick leave shall be given the option of converting unused sick leave earned with the City for paid compensation of fifty percent of the total hours at the employee's regular straight-time rate of pay (for example, one hundred (100) hours will yield a total of fifty (50) hours of pay multiplied by the employee's regular base rate.

Section 6. Members shall be allowed to carry over any unused and unpaid sick leave from service in the State of Ohio or any political subdivision in Ohio. This sick leave that is carried over shall not be paid out upon termination or resignation and shall not eligible for purposes of the yearly conversion in the Section 5.

Section 7. At the City's discretion, a Member shall furnish a satisfactory written signed statement to justify the use of sick leave, a statement from the Member's health care provider or fully completed applicable City forms including those relating to FMLA or other leaves then in use by the City. Falsification of a verbal statement, a written, signed statement or a physician's certificate is grounds for immediate discharge.

No member may receive payment from the City for sick leave if the Member is receiving workers' compensation for the same purpose.

Section 8. **Donated Sick Leave.**

A. Eligibility - Any member may apply to the Human Resource Coordinator or the City Administrator's designee, to receive donated sick leave, if the Member requesting such donated sick leave:

- (1) Has a non-work-related serious illness or serious injury, as documented in writing by a medical doctor, which renders the Member unable to perform the essential functions of the Member's position for a minimum of four (4) consecutive weeks.
- (2) Has exhausted all leave balances and does not have a sufficient amount of accrued and unused paid leave to cover the estimated period of absence.
- (3) Has not been offered non-work-related Transitional Duty; and
- (4) No record of ever being disciplined for sick leave abuse.

B. Procedure:

- (1) A Member qualifying for sick leave donation hereunder shall make a written request for such leave by completing the necessary form and submitting same to the Human Resource Coordinator or the City Administrator's designee. Written documentation from a medical doctor of the Member's serious illness or injury must be attached to the request. The City Administrator shall have the discretion to approve or deny such request. Copies of the written request and written documentation from a medical doctor shall be provided to Human Resources.
- (2) Upon approval of a request for sick leave donation, the Human Resource Coordinator or City Administrator's designee shall complete the necessary form and forward copies of same to the Member requesting sick leave donation.
- (3) A Member wishing to donate sick leave to a fellow Member eligible for donation shall complete the necessary form and forward same to the City

Administrator or City Administrator's designee, who shall provide a copy to Human Resources.

C. Approval - Upon approval of a Member's request for donated sick leave, the City Administrator or City Administrator's designee shall:

(1) Notify all eligible Members of the Member's need for donated sick leave, while respecting the Member's right of privacy;

(2) Approve payment of any such donated sick leave to the requesting Member on a pay period by pay period basis up to the amount of donated leave, or the hours necessary to provide the member with their regular, straight-time pay for such pay period, whichever is greater.

D. Donating Sick Leave – Members may donate accrued and unused sick leave to their credit to any other Member who has been approved to receive donated sick leave if the donating Member:

(1) Retains a sick leave balance of at least two hundred – forty (240) hours after deduction of the hours offered for donation; and

(2) Voluntarily elects to donate sick leave to the Member approved for donation, understanding that any such leave donated and not used shall be returned.

E. Terms and Conditions – The following additional terms and conditions shall apply to the Sick Leave Donation Program:

(1) All donation of sick leave shall be in eight (8) hour increments, with eight (8) hours being the minimum donation.

(2) A Member receiving donated sick leave shall be paid at the Member's regular, straight-time rate of pay, regardless of the rate of pay of the Member donating such leave.

(3) Sick leave shall be deducted from donating Member proportionately from all donated hours and credited to the receiving member's account on pay day up to the amount necessary for the Member to be paid their regular two (2) week's pay. No sick leave shall accumulate in the account of a receiving Member or be converted to cash or compensatory time. Any sick leave donated by a Member that is not used shall remain in the account of the donating Member.

(4) A Member using donated sick leave shall be in active pay status and shall accrue sick and vacation leave and be entitled to any benefits they would normally receive. All paid leave provided to or accrued by a Member while using donated sick leave shall be used in the following pay period before donated sick leave is used.

(5) Members receiving donated sick leave shall be eligible to receive such leave only until the Member's estimated date of return to duty, or until the first pay period during which the receiving Member fails to receive enough donated leave to receive their full two (2) weeks' pay. Members who have continued to receive full donations and whose physicians extend their estimated date of return will be eligible for notification for the need for further donation.

6. No Member receiving donated sick leave will be permitted to be off work on such leave more than twelve (12) consecutive calendar months. A Member may not apply for donated leave more than once in any twelve (12) month period.

7. No Member may donate more than 40 sick leave hours to another Member in a calendar year.

8. The City Administrator or City Administrator's designee shall ensure that no Member is forced or coerced into donating sick leave for a fellow Member. Donation shall be strictly voluntary. Only the Human

Resource Coordinator shall directly solicit donations of sick leave from another Member.

ARTICLE 19 HOLIDAYS

Section 1. All bargaining unit Members shall receive the following holidays, or any holiday deemed a holiday by the City of Grove City, off with pay:

New Year's Day	First day in January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	Nineteenth day of June
Independence Day	Fourth day of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday in November
Day Following Thanksgiving Day	Fourth Friday in November
Christmas Eve Day	Twenty-fourth day of December
Christmas Day	Twenty-fifth day of December
Member's Birthday	

Section 2. If any of the above holidays fall on a Sunday, the holiday is observed on the following Monday; if it falls on a Saturday, it is observed on the preceding Friday. If a recognized holiday occurs during a Member's vacation, that day is not charged as vacation used. Members required to work on a recognized holiday shall receive one and a half (1 ½) times their regular rate of pay for all hours worked in addition to their regular compensation.

Section 3. In order to receive holiday pay, a Member must work his regularly scheduled shift immediately preceding the holiday and the regularly scheduled shift immediately following the holiday, unless the Member is on vacation or has a written doctor's excuse.

Section 4. Members must observe the "Member's Birthday" on a day mutually advantageous to the Member and the City within the calendar year. This holiday cannot be carried forward to the next calendar year.

Section 5. Members required to work on Christmas Eve, Christmas Day, New Years' Day, the Fourth of July or Thanksgiving Day shall receive double time for all hours actually worked on the holiday. This would be for hours worked only on the actual holiday itself and not the day that might be observed by the City. Such payment for the hours worked shall be in addition to the 8 hours of holiday time provided for these holidays in Section 1.

Section 6. Members working on the City observed Fourth of July Holiday (Fireworks) shall receive triple time for all hours actually worked on the day. Members working on the City observed Christmas Celebration (Parade) and Arts in the Alley (Parade) shall receive double time for all hours worked on that day.

ARTICLE 20 VACATION

Section 1.

A. All bargaining unit Members, after one year of service, shall be entitled to the following weeks of vacation with pay annually:

Years of Service	Paid Vacation Hours per Year	Vacation Hours Per Pay Period
1 year through & including 3 yrs.	80 hours	3.0769
4 yrs. Through & including 8 yrs.	120 hours	4.6153
9 yrs. Through & including 13 yrs.	160 hours	6.1538
14 yrs. Through & including 17 yrs.	200 hours	7.6923
18 yrs. or more	240 hours	9.2307

B. Members who accrue more vacation hours than the maximum number of hours allowed shall receive their regular rate of pay for each hour in excess of the maximum number of hours allowed.

C. Bargaining unit Members shall be allowed to accrue vacation hours up to a maximum number of hours according to their years of service, as follows:

Years of Service	Maximum Accrual of Vacation Hours
1 yr. through & including 3 yrs.	240 hours
4 yrs. through & including 8 yrs.	360 hours
9 yrs. through & including 13 yrs.	480 hours
14 yrs. through & including 17 yrs.	600 hours
18 yrs. or more	720 hours

D. At any time during the calendar year, an employee may request to be paid for any vacation balance in excess of eight (80) hours at the employee's most recent base hourly rate. At the end of each calendar year, each employee shall be paid for any vacation balances in excess of the maximums fixed by this section at the employee's base hourly rate at the end of the calendar year. Such payments shall be made by January 31 of the next calendar year.

E. Vacation scheduling and approval is not automatic. Members must request their vacation leave in advance and have it pre-approved by the Director of the Department (or the Director's designee). The Director (or the Director's designee) has sole discretion for granting or denying the scheduling of vacation leave based on what the Director deems most advantageous for the service and the interest of the City. Any Member who is separated from the City service through removal, resignation, retirement or lay-off and who has unused vacation leave shall be entitled to compensation at the Member's then current rate of pay for all lawful accrued and unused vacation leave.

Section 2. In case of the death of a Member any earned but unused vacation shall be paid to the Member's beneficiary or the Member's estate at the Member's then current rate of pay.

Section 3. Vacation leave may be requested in one-half (1/2) hour increments. Vacation leave is compensated at your current rate of pay.

Section 4 "Years of Service" generally is defined to be the total of all periods of employment for the City of Grove City and periods of employment with other public agencies in the State of Ohio.

Members shall not earn vacation credits while in a no pay status for 8 or more hours. A member shall not earn vacation credits if the Member is on donated sick leave.

ARTICLE 21 WAGES

Section 1. The following wage schedules shall apply for the life of this agreement:

Job Classification	Step	EFFECTIVE 4/21/2024	EFFECTIVE 4/21/2025 4%	EFFECTIVE 4/21/2026 4%	EFFECTIVE 4/21/2027 4%
ACCOUNT CLERK	Step 1	18.35	19.08	19.85	20.64
	Step 2	20.27	21.08	21.92	22.80
	Step 3	22.23	23.12	24.04	25.01
	Step 4	24.15	25.12	26.12	27.17
	Step 5	26.10	27.14	28.23	29.36

	Step 6	27.98	29.10	30.26	31.47
	Step 7	29.96	31.16	32.40	33.70
ACCOUNT SPECIALIST	Step 1	19.89	20.69	21.51	22.37
	Step 2	22.25	23.14	24.07	25.03
	Step 3	24.68	25.67	26.69	27.76
	Step 4	26.97	28.05	29.17	30.34
	Step 5	29.40	30.58	31.80	33.07
	Step 6	31.75	33.02	34.34	35.71
	Step 7	34.18	35.55	36.97	38.45
SERVICE TECHNICIAN	Step 1	21.99	22.87	23.78	24.74
	Step 2	24.07	25.03	26.03	27.08
	Step 3	26.15	27.20	28.28	29.42
	Step 4	28.25	29.38	30.56	31.78
	Step 5	30.29	31.50	32.76	34.07
	Step 6	32.40	33.70	35.04	36.45
	Step 7	34.49	35.87	37.30	38.80

All Members not at the top step shall move to the next applicable step on the anniversary of the contract.

Section 2. **Pension Pick-Up (Salary Reduction Method)** For tax deferment purposes, the full amount of the statutorily required Employee contribution to the Public Employee Retirement System ("The Fund") shall be withheld from the gross pay of bargaining unit members. No bargaining unit member subject to this "pick-up" shall have the option of choosing to receive the statutorily required Employee contribution to the fund or of being excluded from the "pick-up". The parties agree that the City will not incur any additional costs in the deferment of said federal and state income taxes. Should the Rules and Regulations of the Internal Revenue Service of the fund change, making this procedure unworkable, the parties agree to return to the former contribution method followed by the City.

Section 3. An Account Clerk who is temporarily assigned and/or required to accept the responsibilities and carry out the duties of Account Specialist for any eight (8) hour workday of a classification that is paid above that which the Member normally holds, shall

receive payment consistent with the higher classification while so acting, at the equivalent step the Member is currently at for all hours actually worked but excluding hours in paid status while on approved leaves. If the duty is performed in overtime status, overtime payment shall be made at the overtime rate of pay for the higher classification.

Payments to be made consistent with the provisions of this section will be the difference in his or her base salary and base salary of the higher pay classification for the hours actually worked in a bi-weekly basis. Any hours in paid status while on approved leave during said assignment will be paid at the Member's original base rate. Any calculations of severance pay or other similar pays shall be made using a Member's original base rate.

Section 4. A Service Technician or Urban Forestry Specialist who is temporarily assigned and/or required to accept the responsibilities and carry out the duties of a higher classification for any eight (8) hour workday of a classification that is paid above that which the Member normally holds, shall receive an additional payment of \$2.00 per hour while so acting, added to the step the Member is currently at for all hours actually worked but excluding hours in paid status while on approved leaves. If the duty is performed in overtime status, overtime payment shall be made at the overtime rate of pay including the additional \$2.00 per hour.

Payments to be made consistent with the provisions of this section will be the difference in the Member's base salary and the base salary including the additional \$2.00 per hour for the hours actually worked in a bi-weekly basis. Any hours in paid status while on approved leave during said assignment will be paid at the Member's original base rate. Any calculations of severance pay or other similar pays shall be made using an Member's original base rate.

Section 5. Members selected by the City as mechanic, sewer and urban forestry specialist and electric technicians shall receive an additional \$2.00 per hour and shall be subject to call-in.

Upon approval by the City, Members selected by the City as sewer, urban forestry specialist, and electric technicians shall be eligible to designate a substitute Member on either Saturday or Sunday to respond to any call-in initiated by the City. Substitutes must be selected by the Member and approved by the City 48 hours in advance. While serving as a substitute, the substitute will receive either one hour of pay for each day spent serving as a substitute ("Stand By Pay") or a minimum of three hours pay at the applicable specialty rate if the substitute is called-in and reports for duty. A substitute cannot receive both Stand By Pay and the guaranteed three-hour minimum. No more than one substitute can be designated per specialty area at a time. It is expected that substitutes will only be used as needed and sporadically to ensure members of the specialty crew can attend non-work events that cannot otherwise be covered with paid time off or as approved by the City. Weekday assignments will be governed by Article 21, Section 4 and Members shall not be eligible for Stand By Pay.

ARTICLE 22 - SAFETY

Section 1. The Union agrees to comply with reasonable safety rules and regulations established by the City. Safety is a prime responsibility of both parties. Where necessary, safety equipment shall be provided by the City. Reasonable rules shall be established to regulate the use of such equipment.

Section 2. At no time shall any work of an emergency nature involving an element of hazard or danger be performed without a minimum of two (2) persons. The supervisor or person in charge shall have sole authority to determine if such an emergency exists.

Section 3. A Safety Committee shall be maintained to review safety issues and to make recommendations as necessary to the City for the improved safety of all workers. Such committee shall meet twice a year and be composed of three (3) members chosen by the Union and three (3) representatives of management so designated by the City. Attendance

at such meetings may be during the regular work hours but in no case can such meetings result in any overtime pay. The scheduling of such meetings shall be determined by the City.

ARTICLE 23 - INSURANCE

Section 1: Group Health Insurance and Pharmacy Program. The City will provide group health insurance and a pharmacy program for all Members. Currently, the City provides health insurance and pharmacy program for all Members in accordance with the Central Ohio Health Care Consortium plan or plans adopted by such Consortium. The City retains the right to seek out alternative health insurance and pharmacy program providers throughout the term of this Contract. In the event the City determines that the Consortium Plan is no longer an economical plan for the City and the Members, the City will provide the same level of health insurance and pharmacy program coverage in a manner which is at least equivalent to the Consortium Plan through the term of this Contract.

Section 2: High-Deductible Plan Funding: The City will fund any High Deductible Plan at eighty percent (80%).

Section 3: Vision Care Plan. The City shall provide vision care coverage for each Member.

Section 4: Dental Care Plan. The City shall provide dental care coverage for each Member.

Section 5: Life Insurance. The City shall provide Seventy-Five Thousand (\$75,000) Dollars of life insurance for all full-time Members.

Section 6: Payment for Coverage. The City shall pay eighty-five percent (85%) of the monthly premiums for medical coverage, vision coverage, and dental coverage. All participating Members shall pay fifteen percent (15%) of the monthly premiums for such coverage. These percentages will not be changed for the life of this contract. The amounts paid by a Member for medical coverage, vision coverage, and dental coverage will be deducted from the Member's gross salary for tax purposes as permitted by law.

Section 7. Members who elect health care coverage under the High-Deductible Healthcare Plan (HSHP) are eligible to participate in the health savings account (HSA). For those Members who elect to participate in the HSA, the City shall make an annual payment to the Member's HSA with the HSA provider selected by the City. The Member has the option to contribute to the Member's HSA account pre-tax through the Grove City Cafeteria Plan. For new employees enrolling in the plan after January 1st of a given year, the City's contribution will be prorated based on the months of employment remaining in the current year.

Section 8: Employees Declining Health Insurance, Major Medical and Hospitalization. Members electing to decline City insurance coverage and who are not covered under any other City insurance policy for the entire calendar year shall receive the following payment in December for that calendar year:

- (1) Employees eligible for family coverage but taking no coverage \$2,300.
- (2) Employees eligible for family coverage but taking single coverage \$1,300.
- (3) Employees eligible for single coverage but taking no coverage \$1,300.

Section 9: Other Benefits. Other benefits may be authorized from time to time by the City Administrator if there is no cost to the City. Notwithstanding the foregoing, the City Administrator is authorized to adjust benefits to ensure that all employees in a Department or Division are treated in similar fashion.

ARTICLE 24 SUBCONTRACTING

The City shall have the right to subcontract; provided, however, that in the event a decision to subcontract would reduce the number of bargaining unit Members below the level of Members existing at the time of the execution of this Agreement, then, in that situation only, the City agrees to notify the Union and allow the Union an opportunity to discuss the subcontracting decision for a period of 45 days before any bargaining unit members are released. Despite these discussions, the City shall have the sole discretion to determine

whether to subcontract during and after the 45-day period, so long as no bargaining unit members are reduced until the end of the 45-day period.

ARTICLE 25 MILEAGE ALLOWANCE

When a Member is required to drive the Member's personal vehicle to transact business of the City, the Member shall be reimbursed at a mileage rate equal to the current IRS rate in effect each year of the agreement.

Parking charges and highway tolls related to business are reimbursed at costs.

ARTICLE 26 MEALS AND LODGING

When a Member is on authorized business for the City and overnight lodging is required said Member shall be compensated pursuant to the City's Administrative Order, Regulations Governing Travel Expenses.

ARTICLE 27 WORK RULES

The City will provide the Union with any written work rules fourteen (14) days prior to implementation. Any charges by a bargaining unit Member that a work rule is a violation of this contract or has not been applied or interpreted uniformly to all Members, shall be a proper subject for grievance.

The City will provide the Union copies of all revised or new written work rules in advance of their intended effective date.

ARTICLE 28 UNIFORMS

Members in the Service Technician function that are required to wear uniforms shall have uniforms provided directly by the City's selected uniform service company. Specific uniform items and the amount issued shall be determined by the City. The City will provide all clothing expected to be worn as an outer layer. The Service Director or designee shall conduct an inspection of uniforms, twice a year. Damaged or worn uniforms shall be replaced on a one-for-one exchange. The uniform service company would generally provide for the cleaning and repair of such uniforms.

For all Members affected by the above, all uniform payments and/or credits shall be made in accordance with IRS regulations and will be subject to withholding for tax purposes.

ARTICLE 29 LONGEVITY

A. All bargaining unit Members of the City, after the completion of five years of service with the City, shall receive a longevity bonus in accordance with the schedule set forth below:

Years of Service	ANNUAL LONGEVITY LUMP-SUM AMOUNT
5 th through 10 th	\$1,075 per year
11 th through 15 th	\$1,325 per year
16 th through 20 th	\$1,550 per year
21 st through 25 th	\$1,900 per year
26 th thereafter	\$2,300 per year

B. The longevity payments shall be made, in accordance with the about schedule, in a separate lump-sum payment on the first pay period ending after each anniversary date of each year. Upon termination for any reason, Members who are eligible for longevity pay under this section (or, in the event of death, the estate of the deceased) shall be paid, as part of their terminal pay, the final partial year of longevity pay, prorated to the number of hours worked during such partial year since the Member's last anniversary date. The Director of Finance shall establish the rules and regulations for the distribution of this bonus.

ARTICLE 30 BULLETIN BOARDS

The City will provide space for four (4) bulletin boards for exclusive use by the Union. These bulletin boards shall be located in a conspicuous place where they are available to all Members.

One (1) bulletin board shall be located in an agreed upon area in City Hall. One (1) bulletin board shall be located in an agreed upon area in the Service Department. One (1) bulletin board shall be located in an agreed upon area in the Police Department. One (1) bulletin board shall be located in an agreed upon area in the Mayor's Court.

ARTICLE 31 WAIVER IN CASE OF EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Grove City Council, the Legislature, the Mayor, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended:

- A. Time limits for management or the Union replies on grievances.
- B. Selected work rules and/or agreements and practices relating to the assignment of Members.

Section 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which they (the grievant(s)) had properly progressed.

ARTICLE 32 TUITION REIMBURSEMENT

Each Member who has one (1) year of continuous City service shall be eligible for a reimbursement of tuition in courses of instruction voluntarily undertaken by him or her. The tuition reimbursement program shall be subject to the following conditions:

- A. All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the City Administrator or his or her designee. All courses are subject to approval by the City Administrator. There must be a correlation between the Member's duties and responsibilities and the courses taken. All scheduled times of courses must be approved by the City Administrator. Any situation which,

in the discretion of the City Administrator, would require a Member's presence on the job shall take complete and final precedence over any time schedule for courses.

B. Members shall not receive tuition reimbursement from the City for more than necessary to cover their actual out-of-pocket cost for tuition. Therefore, any financial assistance from any governmental or private agency made available to a Member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the Member is eligible for under this Section. For example: If tuition costs \$3,500.00, and the Member receives \$2,000.00 in scholarship assistance, then the Member is only entitled to receive payment from the City in the amount remaining to be paid by the Member, i.e., \$1,500.00. If a Member's tuition is fully covered by another governmental or private agency, then the Member is not entitled to payment from the City.

C. Reimbursement for tuition shall be made when the Member satisfactorily completes a course and presents an official certificate or its equivalent and a receipt of payment or copy of the unpaid bill from the institution confirming completion of the approved course to the City Administrator. Reimbursement shall be made within sixty (60) days for the date the Member complies with the provision of this Section.

D. Reimbursement shall be granted up to a maximum of five-thousand dollars (\$5,000) per year and shall be for reimbursement of tuition costs only. Reimbursement shall be granted for tuition and books in courses of instruction voluntarily undertaken.

E. Any Member participating in the tuition reimbursement program or in the pursuit of a degree program shall be required to stay with the City for the two (2) years following completion of the course work.

F. The City Administrator is responsible for establishing rules, devising forms, and keeping records for the program.

G. A Member must timely complete all coursework in the regularly scheduled course schedule and receive a grade of "C" or better to be reimbursed per this program.

ARTICLE 33 SEVERABILITY

Should any portion of this Agreement be hereafter determined to be void or unenforceable as the result of any law or court decision or tribunal determination, such determination shall not affect the remainder of the Agreement, the terms and conditions hereof being severable in nature.

The parties hereto agree to recognize and adhere to all laws, state and/or federal, which are required. In the event a law is changed and/or a new law is enacted that could affect this contract, the parties shall meet to negotiate a new Article and/or Section to replace the abrogated Article and/or Section.

ARTICLE 34 COMPLETE AGREEMENT CLAUSE

Agreements reached between the City and the Union during negotiations shall constitute the whole and entire Agreement between the parties concerning any and all matters within the scope of collective bargaining. The City and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of the Agreement.

ARTICLE 35 DURATION

This Agreement shall become effective on April 21, 2025 and shall continue in full force and effect until midnight April 20, 2028. Unless either party shall notify the other in writing of a desire to terminate or modify this Agreement no later than ninety (90) calendar days of the date set forth above, this Agreement shall continue in effect in its entirety from

year to year after April 20, 2025 and such failure of timely notice shall constitute an absolute and complete waiver of the right to negotiate for the year following such failure.

ARTICLE 36 CERTAIN CERTIFICATIONS

All non-specialty position Members who achieve a "Certified Permit Technician" or "Certified Mayors' Court Clerk", Certified Playground Safety Inspector, Licensed Pesticide Applicator or Notary Public at the direction of the Department or Division Head shall receive a maximum additional thirty-five cents (\$.35) per hour to their base rate of pay.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and year first above written.

For the Employer:

For the Union:

Richard L. "Ike" Stage
Mayor, City of Grove City

AFSCME Representative

Charles W. Boso, Jr.
City Administrator, City of Grove City

Team Member

Date: 05-12-26
Introduced By: Mr. Sturm
Committee: Service
Originated By: Mr. Holt
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: CR-14-26
1st Reading: 05-18-26
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION CR-14-26

A RESOLUTION TO CREATE THE COMMUNITY GRANT PROGRAM

WHEREAS, in accordance with State Law, the City imposed a tax on lodging for the purpose of providing revenue to convention and visitors bureaus for promoting tourism, conventions, economic development and other projects/events which would enhance the city's appeal to visitors and tourists, and for providing revenue to the City's Community Development Fund; and

WHEREAS, in 2025, Section 192.021 of the Codified Ordinances was amended to distribute a portion of these fund to identified convention and visitors bureaus; and

WHEREAS, the implementation of a Grant Program would better assist in identifying convention and visitors bureaus and their projects/events, to insure that there is appropriate use of these funds.

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

SECTION 1. There is hereby created the Community Grant Program, as shown in the attached exhibits

SECTION 2. There is hereby created the Community Events Grant Committee, as follows: two (2) members appointed by the Mayor and three (3) members appointed by Council. The Clerk of Council, Director of Parks & Rec. and Director of Law shall serve as staff support.

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

Stephen J. Smith, Director of Law



POLICY

Purpose

The purpose of the Community Grant Program is to provide funding to events/projects that enhance the City's appeal to visitors and tourists; encourage overnight stays in our hotels/motels; and increase community enjoyment.

Criteria

The City welcomes grant requests from federally recognized, tax-exempt, not-for-profit organizations (i.e. 501(c)(3)). Grants are made in the areas of:

- Projects/events that enhance Grove City's Town Center
- Projects/events that attract Grove City visitors/tourists/residents
- Special events
- Cultural arts
- Sports events
- Beautification of public property

Priority

The City is interested in funding organizations that demonstrate they have planned their events/projects to meet the Community's purpose, goals and values. Priority is given to projects that:

- Enhance or improve the community experience/culture
- Encourage support of Grove City businesses, restaurants and attractions
- Attract positive coverage in local, regional and national media
- Reach a broad segment of the community and beyond
- Seek multiple sources of support rather than rely on the City as a single funding source
- Yield benefits to the community for the resources invested
- Promote cooperation among event organizers to reduce costs
- Generate overnight stays in Grove City hotels/motels

Limitations

Because the City cannot fund every worthwhile endeavor, resources are directed to those areas where public support will have the greatest impact. The following are not eligible for funding:

- Individuals, staffing, or contract labor (unless otherwise approved in the Agreement)
- Basic operation or maintenance expenses (unless otherwise approved in the Agreement)
- Building repairs, improvements, additions
- Organizations that support political candidates, issues, or political philosophies
- Organizations whose primary purpose is to influence, promote or attempt to initiate legislation
- Organizations in need of funding for travel outside of Grove City
- For-profit ventures
- Budget deficits incurred prior to application submittal
- Endowments



Requirements

- Submission of the most recent Form 990 to demonstrate the overall financial sustainability of the organization.
- The organization will enter into an Agreement with the City. The Agreement will outline specific items to be funded by the grant and general grant expectations. No funds will be reimbursed for items not included in the Agreement.

Process

The application process must be completed for each event/project by March 31, 2026. Once the application period ends, applications will be reviewed for completeness and eligibility. Applications will then be evaluated for community benefit based on the purpose and criteria set herein. Any funding amount will be recommended to City Council. Funding must be approved by City Council.

Final Report

Award recipients must submit a final report to receive reimbursement no later than 90 days after the event/project has concluded unless otherwise approved by the City. Reimbursements will not be administered until receipt of a completed final report. Organizations may request an additional 30 days to submit the final report in writing.



APPLICATION FORM *MUST BE FULLY COMPLETED*

Application Information

Organization Name:

Organization's Address:

Street Address City, State, Zip

Name of event/project:

Date of event/project:

Location of event/project:

Event/project Contact Person:

Full Name

Contact's Email Address:

Contact's Phone Number:

Federal ID Number:



Does the organization receive funding from the City of Grove City through another means?

- ☐ Yes
- ☐ No

Please identify other City funding the organization receives:

How many years has the event/project occurred in Grove City?

Event Information

Provide brief description of the event/project:

Describe how the City of Grove City's support will be recognized:

What City services (Police, Service/Street Maintenance, Parks and Ground Maintenance, etc.) are required to implement the event/project?



Describe how this event/project enhances resident quality of life and supports the City's goals/purpose of the program:

Is there an admission fee for this event/project?

- ☐ Yes
- ☐ No

What is the admission fee, if any?

Will there be alcohol sales?

- ☐ Yes
- ☐ No

Who or what organization will be obtaining the alcohol permit?

Funding Information

Grant Amount Requesting:

Total event/project budget:



Please list all funding sources and sales revenue, aside from this grant, that the organization plans to leverage. Identify all funding sources that are confirmed at the time of submitting this application.

--

List below or attach an itemized list of each expenditure the grant request will fund:

Expenditure

Amount

Will any individual or for-profit association, corporation, or legal entity receive any portion of the proceeds after expenses from the event/project? ☐ Yes ☐ No

If yes, please explain:

Event/Project Benefit

Estimated overall attendance:

--

Estimated number of attendees traveling over 50 miles:

--

Estimated number of hotel nights this event/project will generate:

--

How will you be tracking attendance and hotel nights?

--



Attachments

- A copy of the Treasury letter certifying tax-exempt status as an organization that is not a private foundation.
- A copy of the organizations most recent W9
- A copy of the organizations most recent Form 990

Certification

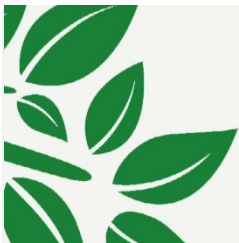
Submission of this application does not guarantee availability or permission to use a public area. Please contact Special Event Committee (614-277-3006) to check venue availability and apply for any necessary permits.

I understand the organization will be reimbursed by the City of Grove City upon satisfactory completion of the event/project. I understand that I will be required to submit a final report, original documents and receipts, within 90 days of the event/project completion date, to justify any advance and receive reimbursement. No reimbursements will be made by the City without completion of the event/project documentation.

Applicant Signature

Date

Applicant Email



AGREEMENT BETWEEN THE CITY OF GROVE CITY AND

This Agreement is between the City of Grove City and is executed, delivered and made effective as of _____, 2026 by and between the **City of Grove City** an Ohio municipal corporation, with an address of 4035 Broadway, Grove City, Ohio 43123 ("Grantor"), and _____ with an address of _____ ("Grantee").

WHEREAS, the City of Grove City is committed to enhancing local economic development and tourism; and

WHEREAS, the Grantee has submitted an application for grant funding and has been approved to receive a grant to support [insert specific items, events, or projects]; and

WHEREAS, the grant funding has been awarded based on the Grantee's proposal to use the funds for *[insert specific purpose of the event or project]* and its anticipated positive impact on the community and economy; and

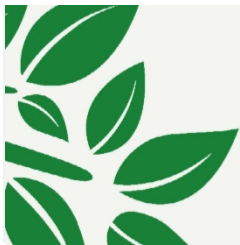
WHEREAS, the Grantor is providing a grant of \$ _____ to the Grantee under the terms set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The foregoing Recitals and any Exhibits attached to this Agreement are hereby incorporated into and made a part of this Agreement.

Grantor hereby grants to Grantee \$ _____
(the "Grant Funds") subject to the conditions set forth herein.

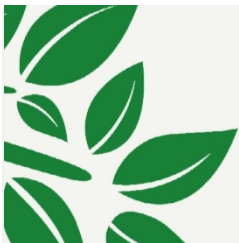
2. The Grantee will use the Grant Funds exclusively for the following purposes: [Insert specific items, events, or projects].
3. The Grantor will not provide any advances or reimbursement for any types of expenses incurred that are not specifically listed in this Agreement. Only those types of expenditures explicitly identified and approved in this Agreement are eligible for advancement/reimbursement. The Grantor will not provide advances/reimbursement for events/projects that have been canceled or materially modified from the written application. Any advance that was provided prior to the event/project being cancelled shall be returned to the Grantor. The Grantor has sole discretion to determine whether a modification is material for purposes of this Section.



4. Prior to Grantor denying reimbursement for an expense submitted by Grantee, Grantor shall make reasonable good faith efforts to explain its reasoning for the denial to Grantee and shall give Grantee a reasonable opportunity to advocate against the denial. However, Grantor retains sole discretion to determine whether the submissions for reimbursement qualify for reimbursement pursuant to the purposes outlined in Section 3 of this Agreement.
5. Grantee shall submit a final report no later than 90 days after the event/project has concluded. Grantee shall include in the final report: attendance breakdown, project/event details, financial reports, promotional materials and photos of the event. Grantor will not administer any reimbursements until Grantor receives from Grantee the final report and determines that it contains the information required herein. Organizations may request an additional 30-day extension in writing.

The following specific documentation is required for the final report, as applicable:

- Organization Information (Name, event/project title, funds approved, email)
 - Attendance Breakdown (Projected, actual, method of tracking attendance)
 - Actual number of hotel nights the event/project generated, method of tracking hotel nights.
 - Event/Project details (Major Challenges, successes, takeaway, ideas to expand event or increase overnight stays, differences from plan to what occurred)
 - Financial Report (total event/project cost, revenue report, reimbursement request form, receipts for reimbursement)
 - Promotional materials (up to 3 advertising materials to demonstrate recognition of City support)
 - Photos of the event/project (5 quality photos of the event/project)
6. Grantee shall provide appropriate recognition of the City for its financial support of the event/project. Such recognition shall be commensurate with the level of funding provided by the Grantor and consistent with Grantee's established sponsorship category, if applicable. The Grantor shall provide the Grantee with a logo to use in all materials, communications and media where sponsors or funding partners are acknowledged. The Grantee shall either (1) use the provided logo or (2) include the language "funded in part by the City of Grove City" on all promotional materials. Any variation from these guidelines must have prior approval.



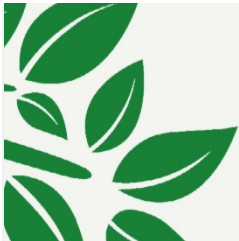
7. The following expenses are not eligible for grant funding:
- Individuals, staffing costs or contract labor, unless otherwise approved in Section 2 herein
 - Basic operation or maintenance expenses
 - Building repairs, improvements, additions
 - Organizations that support political candidates or political philosophies
 - Organizations whose primary purpose is to influence, promote, or attempt to initiate legislation
 - Organizations seeking funds for travel outside of Grove City
 - For-profit ventures
 - Budget deficits incurred prior to application submittal
 - Endowments

8. An amount of \$_____ will be advanced for:

Any advance shall be returned for any cancelled event/project.

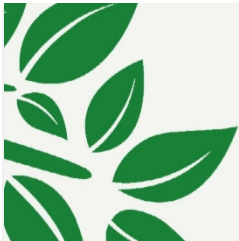
Miscellaneous Provisions

- Successors and Assigns. Neither Party hereto shall have the right to assign this Agreement without the written consent of the other Party. This Agreement shall be binding upon the successors and assigns of the Parties hereto.
- Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument.
- Captions. The captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.
- Severability. If any provision of this Agreement or the application of any provision or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of said provision to any other person or circumstance, all of which other provisions shall remain in full force and effect.



- Amendments in Writing. No change, amendment, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any party unless in writing and signed by both parties.
- Venue. The parties hereby consent to the exclusive jurisdiction of the courts of the State of Ohio in Franklin County, and the United States District Court for the Southern District of Ohio, and waive any contention that any such court is an improper venue for enforcement of this Agreement.
- Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.



IN TESTIMONY WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, to be effective as of the date first above written.

Signed and acknowledged
in the presence of:

CITY OF GROVE CITY, OHIO

BY: _____
Charles W. Boso, Jr., City Administrator

Date: _____

Grant Recipient Organization

BY: _____

Date: _____

ITS: _____

APPROVED AS TO FORM:

Stephen J. Smith, Director of Law

STANDARD CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

Michael Turner, Director of Finance

Date



FINAL REPORT

Must be submitted no later than 90 days after the event/project takes place

Organization Information

Name: _____

Event/Project Name _____

Funds Approved _____

Email _____

Attendance

Projected _____

Actual _____

Method of tracking
Attendance _____

Actual # of Hotel
stays generated _____

Method of tracking
Hotel stays _____

Project Details

Describe major challenges, successes and lessons learned.



What, if anything, will be done differently next year to expand the event and/or increase overnight hotel/motel stays?

Was there anything different in your event/project between what was originally planned and what occurred? If so, what was different and why did the change happen?

Finance Report

All expenses approved to be covered by the Community Grant, as outlined in the Agreement, must be listed on the Community Grant Application with relevant receipts included to receive reimbursement and justify any advancement.

1. Total event/project cost: _____
2. Attach a list outlining all revenues earned for the event/project, including but not limited to sponsorship, total revenue earned by participation fees and other grants received. The list should include a description and amount of the revenue received.
3. Please provide a list of all receipts and attach for reimbursement.
Note: Only attach receipts for items that you are requesting reimbursement. It is not necessary to attach all receipts for the event – only those related to the Grant.
4. Please attach any promotional or advertising materials related to the event/project, including signage used at the event that recognizes the City of Grove City's support.
5. Submit five (5) photos of the event/project.



Certification

I certify that, to my knowledge, the information included in this report and any attachments are accurate and consistent with the provisions of the Community Grant requirements.

Full Name

Date

Organization Name

Must be submitted no later than 90 days after the event/project takes place.

Date: 05/12/26
Introduced By: Mr. Sturmst
Committee: Finance
Originated By: Clerk
Sponsored: Mr. Berry
Emergency: 30 Days:
Current Expense:

No.: CR-15-26
1st Reading: 05/18/26
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-15-26

A RESOLUTION APPOINTING MEMBERS TO THE BEULAH PARK NEW COMMUNITY AUTHORITY

WHEREAS, Council established the Beulah Park New Community Authority by Resolution CR-27-19, on June 17, 2019; and

WHEREAS, under the provisions of this Resolution, City Council must appoint four (4) members to said Committee; and

WHEREAS, the following members have agreed to be appointed as follows:

Scott Perry	Two Year Term	2026 – 2028
Scott Blue	Two Year Term	2026 – 2028

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

SECTION 1. There are hereby appointed to the Beulah Park New Community Authority, the members outlined in the preamble.

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

Christine Houk, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form.

Stephen J. Smith, Director of Law